

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, October 23, 2023
6:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

5. Personal Appearances

- Cynthia Zemartis Lawrenzi, 1228 E. Walnut - speed limit on 58 Highway/E. Walnut, east of J Highway

6. Staff Reports

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

7. Committee Reports

8. Consent Agenda

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

- A. City Council Meeting Minutes, October 9, 2023 (pg 23)

9. Unfinished Business - Second Reading

- A. Adoption of the FY 2024 City Budget

Reference: - Agenda Item Information Sheet (pg 33)
- Bill 3853 (pg 35)

The proposed Fiscal Year 2024 Budget was presented to the City Council on Aug. 21. The Council discussed the budget at two work sessions since it was presented by the City Manager. The FY 2024 begins Nov. 1, 2023. The proposed budget can be viewed at www.raymore.com/budget.

- City Council, 10/09/2023: Approved 8-0

B. Youth Scoreboards Lease Agreement

Reference: - Agenda Item Information Sheet (pg 39)
- Bill 3844 (pg 41)
- Lease Agreement (pg 43)

Staff is recommending an agreement with Youth Scoreboards LLC. to lease space at Recreation Park for use of four new digital scoreboards at the baseball/softball complex with a revenue sharing program for advertising as part of the agreement.

- City Council, 10/09/2023: Approved 8-0
- Parks and Recreation Board, 08/22/2023: Approved 7-0

C. Electrical Service - Youth Scoreboards

Reference: - Agenda Item Information Sheet (pg 53)
- Bill 3852 (pg 55)
- Contract (pg 57)

Staff is presenting an award of contract to Brandy Electric for electrical improvements at Recreation Park to operate scoreboards.

- City Council, 10/09/2023: Approved 8-0
- Parks and Recreation Board, 09/26/2023: Approved 7-0

D. Memorial Park Electrical Easement

Reference: - Agenda Item Information Sheet (pg 115)
- Bill 3849 (pg 117)
- Easement Exhibit (pg 119)

A utility easement is being requested by Evergy through a portion of Memorial Park associated with improvements to Raymore Elementary.

- City Council, 10/09/2023: Approved 8-0
- Parks and Recreation Board, 09/26/2023: Approved 7-0

E. Budget Amendment: FY 2023 Operating Adjustments

Reference: - Agenda Item Information Sheet (pg 125)
- Bill 3845 (pg 127)

During Fiscal Year 2023 the following line-item expenditures exceeded the adopted budget. A budget adjustment is necessary to account for those items as they are expensed to FY 2023.

- | |
|--|
| <ul style="list-style-type: none">• City Council, 10/09/2023: Approved 8-0 |
|--|

10. New Business - First Reading

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 10/16/2023 (pg 135)
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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



PUBLIC WORKS MONTHLY REPORT

October 2023

ENGINEERING DIVISION

Projects Under Construction

FY 2023 Street Preservation
FY 2023 Curb Replacement
Blue Stem Court Reconstruction
Police Firing Range Improvements
Johnston Drive dean to Harmon

Development Under Construction

- Parkside 1st Plat
- The Depot
- Estates at Knoll Creek 2nd Plat
- Madison Valley Phase 2
- Ridgeview Estates
- Ascend

OPERATIONS & MAINTENANCE DIVISION

- 55 City Hall Work Orders
- 11 Driveway Inspections
- 20 Final ROW Inspections
- 244 Locates
- 39 Service Requests
- 6 Water Inspections
- 5 Sewer Inspections
- 11 Sidewalk Inspections
- 5 Water Taps
- 6 Curb Inspections
- Misc water meter repairs
- Snow plow prep
- Formed and poured concrete for sidewalk repairs
- Fixed signs throughout the city
- Continued with new hire training
- Bi-monthly samples
- Water crew assessed FTC with Owen Good Lift Stations pressure main
- Fixed storm pipe on Brook Pkwy
- Pothole patched
- Annual Snow Plow Kick Off meeting 10/13
- Plow Ops Operations Training 10/13
- Mowed stations and city property

MONTHLY REPORT

October 2023

Monthly Highlights

- **Trucktoberfest, 5:30-8:30 p.m., Friday, Oct. 6 at Recreation Park, 1011 S. Madison St.** Yard games, live music from Middle Ground and food from food trucks Taste of Brazil, Minsky's Pizza, Chick-Fil-A, Shiver's Ice House, Yo Dog and the Dizzy Blender!



- **Adult Open Play Volleyball, 7-9 p.m. Mondays at the Raymore Activity Center.** Adults 18+ are invited to play open play volleyball at the RAC. Drop in for \$5 or register for the 8-week league for \$30. [Learn more about our adult sports programs and register online here.](#)
- **Raymore Activity Center - Project meetings:** City Staff, Harmon Construction representatives and SFS Architecture began weekly project meetings for the RAC expansion project.

Other News

- Recreation Superintendent Todd Brennon met with a Creekmoor Elementary second grade classroom on Wednesday, Oct. 4, and discussed how parks are beneficial to communities.
- Recreation Superintendent Todd Brennon and Athletic Coordinator Nick Cook met with City officials from Grandview Parks & Recreation to discuss the format for the remaining soccer season.
- Athletic Coordinator Nick Cook ordered participation medals for the end of the fall sports season.
- Tiny Flag Football is in progress at Recreation Park. 36 total participants are registered between the three classes offered on Thursdays and Saturdays.
- Centerview hosted a business meeting for Summit Homes on Thursday, Oct. 5.
- Live Wires Square Dance Club will host their monthly square dance session at Centerview on Friday, Oct. 6.
- Park maintenance picked up 25 free trees from Forest Relief.
- Parks Crew Leader Jeff Schmill and Parks Workers Eddie Gomez and Cody York attended the Public Works snow and ice removal crew meeting.



- Parks Director Nathan Musteen, Parks Superintendent Steve Rulo and Recreation Superintendent Todd Brennon attended the National Recreation and Parks Association Conference in Dallas.



Facility Use for the Month

Centerview

- 6 HOA Meetings
- Summit Homes Business Meetings
- National Active And Retired Federal Employees Meeting
- Live Wires Monthly Square Dance
- Kill the Fill PAC Meeting
- Sunset Garden Club
- Tri-County Art League Monthly Meeting
- 2 Medicare Workshops
- Eagles Community Outreach Fundraiser
- 2 Birthday Parties

RAC Rentals

- Numerous volleyball rentals
- 2 Birthday Parties

Shelters

- 21 rentals

VETERANS CELEBRATION

Honoring all who have served.



Special guests, military personnel, music & refreshments

Thursday, Nov. 9 at 4 p.m.

Centerview

227 Municipal Circle



Raymore Parks & Recreation programs would not be possible without the time and effort of our amazing volunteers that make our programs possible. Check out all our Coach VIP's and the full interviews on our facebook page.



Coach of the Week - Oct 2: AJ Zipprich!

Q: What is the funniest thing a player has ever said to you?

A: Can't think of the funniest thing ever said to me. Funniest I have ever heard was what a kid said to a parent... I am big on NOT using baseball terms like 'get down', 'choke-up', etc without making sure the kid knows what it means. So, one machine pitch game a batter from the other team is getting screamed at by his dad to 'Load-Up'. The dad probably says it 5+ times in this at bat. Finally, in the middle of a pitch, the player turns around and screams back 'I DON'T KNOW WHAT THAT MEANS!'. Now as an adult (especially as an opposing coach) I know I'm not supposed to laugh out loud at that kind of stuff, but I couldn't help myself. And in case you were wondering, the dad was very quiet the rest of the game.



Coach of the Week - Oct 9: Sara Ramos!

Q: Do you have a favorite memory coaching?

A: At our first practice, one player told me he was a really bad goalie, and didn't ever want to play goalie because last year he caused his team to lose a game. Every time he would tell me that, I would tell him he is not a bad goalie and would encourage him with positive words. Now here we are mid-season and he is going to play goalie next week and he's pumped about it!



Coach of the Week - Oct 16: Geoffrey Veytia!

Q: What is it about coaching that you enjoy the most?

A: There's a lot I enjoy about coaching, but I think my single favorite thing is being with my kids. Coaching them in ball has given us so much time together as a family, and a lot of time with just them and I.



FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period September 1, 2023 to September 30, 2023.

September Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

91.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 102.86% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been contracted by the Council..

- Property tax revenues collected are tracking slightly above straight line at 104.46%. Staff expects this revenue source to come in above budget due to delinquent collections as well as personal property add ons that were not reported to the county, therefore not included in the AV report received in July.
- Franchise Tax revenues are tracking above straight line at 99.28%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year. Spire Franchise is tracking greater than budgeted at 118.87% for this fiscal year due to another rate increase to the consumer this year.
- Sales tax revenues as a whole are tracking above straight line budget at 100.50%. City sales taxes are at 96% while state shared gasoline and vehicle taxes are at 114.93%. The Department of Revenue updated the Gasoline Tax distribution in January based on our 2020 census, resulting in a greater distribution to the City.
- Fees and Permit revenues collected are tracking above straight line budget at 118.38%. There are 57 detached single family and 130 attached single family residential building permits issued out of the 153 budgeted starts. In addition, we have issued 21 commercial building permits.
- License revenues collected are tracking above straight line budget at 106.23%. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in January when the licenses are due and staff anticipates a small amount throughout the fall for new builders to the area. Liquor licenses were processed after the public hearing in June.

- Municipal Court revenues collected are slightly above straight line budget at 92.51%. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

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

- The Administration Department is above straight line budget at 103.71% and is primarily due to professional services associated with the proposed landfill to be developed on the northern border of Raymore just north of the Creekmoor subdivision in Kansas City.
- The Stormwater Department is above straight line budget at 113.77% due to emergency repairs.

Parks & Recreation Fund

Revenue:

Revenues are at 88.60% of budget 91.67% of the way through the year. Rental revenues are anticipated to increase throughout the fall. Staff will monitor all revenue sources closely. Raymore Activity Center revenue continued to increase in September due to basketball enrollments and will continue to increase in October.

Expenditures:

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 98.59% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

01 -GENERAL FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,768,168.00	5,933.21	1,847,043.24	0.00	(78,875.24)	104.46
FRANCHISE TAXES	0.00	0.00	0.00	2,297,549.00	220,553.56	2,281,069.61	0.00	16,479.39	99.28
SALES TAXES	0.00	0.00	0.00	4,171,136.00	401,162.53	4,191,885.79	0.00	(20,749.79)	100.50
FEES AND PERMITS	0.00	0.00	0.00	657,655.00	31,417.51	778,543.73	0.00	(120,888.73)	118.38
LICENSES	0.00	0.00	0.00	122,477.00	4,272.50	130,104.00	0.00	(7,627.00)	106.23
MUNICIPAL COURT	0.00	0.00	0.00	251,228.00	24,445.18	232,400.14	0.00	18,827.86	92.51
MISCELLANEOUS	0.00	0.00	0.00	533,958.00	68,632.50	770,688.54	0.00	(236,730.54)	144.34
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,878,303.00	146,315.34	1,783,168.74	0.00	95,134.26	94.94
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	11,680,474.00	902,732.33	12,014,903.79	0.00	(334,429.79)	102.86
<u>COVID-19</u>									
TOTAL REVENUES	0.00	0.00	0.00	11,680,474.00	902,732.33	12,014,903.79	0.00	(334,429.79)	102.86

EXPENDITURE SUMMARY

NON-DEPARTMENTAL	0.00	0.00	0.00	1,961,327.00	12,500.00	1,918,827.00	0.00	42,500.00	97.83
ADMINISTRATION	0.00	0.00	0.00	1,450,179.34	85,925.51	1,495,148.19	8,771.22	(53,740.07)	103.71
INFORMATION TECHNOLOGY	1,963.50	1,963.50	0.00	799,844.16	29,295.55	674,818.44	23,146.19	101,879.53	87.26
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	156,102.00	8,354.49	104,623.47	2,011.32	49,467.21	68.31
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	783,784.80	62,168.31	718,889.10	1,910.22	62,985.48	91.96
ENGINEERING	0.00	0.00	0.00	488,249.00	35,251.76	442,124.75	1,657.09	44,467.16	90.89
STREETS	0.01	0.00	0.01	897,577.00	48,116.67	692,942.64	15,157.72	189,476.64	78.89
BUILDING & GROUNDS	0.00	0.00	0.00	381,246.00	24,926.75	307,581.46	1,326.06	72,338.48	81.03
STORMWATER	0.00	0.00	0.00	346,652.20	18,941.37	393,888.83	504.53	(47,741.16)	113.77
COURT	0.00	0.00	0.00	141,289.23	10,065.69	125,395.17	1,030.74	14,863.32	89.48
FINANCE	0.00	0.00	0.00	837,024.00	66,736.00	775,725.13	12,723.94	48,574.93	94.20
COMMUNICATIONS	0.00	0.00	0.00	223,207.00	10,429.51	185,553.69	11,173.96	26,479.35	88.14
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	20,000.00	2,000.00	2,400.00	90.16
POLICE	10,360.92	10,360.92	0.00	4,663,706.00	400,284.01	4,195,114.57	692.24	467,899.19	89.97
EMERGENCY MANAGEMENT	0.00	0.00	0.00	134,046.00	8,275.52	109,857.76	1,889.85	22,298.39	83.37
TOTAL EXPENDITURES	12,324.43	12,324.42	0.01	13,288,633.73	823,271.14	12,160,490.20	83,995.08	1,044,148.45	92.14
REVENUES OVER/(UNDER) EXPENDITURES	(12,324.43)	12,324.42	(0.01)	(1,608,159.73)	79,461.19	(145,586.41)	(83,995.08)	(1,378,578.24)	14.28

25 -PARK FUND
 FINANCIAL SUMMARY

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

NON-DEPARTMENTAL

PARKS DIVISION

PROPERTY TAXES	0.00	0.00	0.00	474,915.00	1,596.75	496,970.58	0.00	(22,055.58)	104.64
MISCELLANEOUS	0.00	0.00	0.00	2,470.00	6,114.24	35,275.78	0.00	(32,805.78)	1,428.17
FACILITY RENTAL REVENUE	0.00	0.00	0.00	13,075.00	2,145.00	12,800.00	(100.00)	375.00	97.13
TRANSFERS - INTERFUND	0.00	0.00	0.00	550,000.00	45,833.33	504,166.63	0.00	45,833.37	91.67
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,040,460.00	55,689.32	1,049,212.99	(100.00)	(8,652.99)	100.83

RECREATION DIVISION

CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	5,307.75	29,174.00	0.00	30,826.00	48.62
FACILITY RENTAL REVENUE	0.00	0.00	0.00	44,575.00	500.00	8,769.50	0.00	35,805.50	19.67
PROGRAM REVENUE	0.00	0.00	0.00	244,200.00	1,580.00	241,657.92	(40.00)	2,582.08	98.94
TOTAL RECREATION DIVISION	0.00	0.00	0.00	348,775.00	7,387.75	279,601.42	(40.00)	69,213.58	80.16

CENTERVIEW

FACILITY RENTAL REVENUE	0.00	0.00	0.00	70,675.00	3,135.00	50,670.97	0.00	20,004.03	71.70
PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	475.00	6,835.00	0.00	2,765.00	71.20
TOTAL CENTERVIEW	0.00	0.00	0.00	80,275.00	3,610.00	57,505.97	0.00	22,769.03	71.64

RAYMORE ACTIVITY CENTER

MISCELLANEOUS	0.00	0.00	0.00	2,490.00	0.00	1,941.00	0.00	549.00	77.95
CONCESSION REVENUE	0.00	0.00	0.00	2,000.00	26.50	733.75	0.00	1,266.25	36.69
FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	340.00	8,793.75	0.00	16,031.25	35.42
PROGRAM REVENUE	0.00	0.00	0.00	218,325.00	9,955.00	123,736.57	0.00	94,588.43	56.68
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	247,640.00	10,321.50	135,205.07	0.00	112,434.93	54.60

TOTAL REVENUES	0.00	0.00	0.00	1,717,150.00	77,008.57	1,521,525.45	(140.00)	195,764.55	88.60
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EXPENDITURE SUMMARY

PARKS DIVISION	0.00	0.00	0.00	962,496.90	81,228.87	877,006.28	3,542.38	81,948.24	91.49
RECREATION DIVISION	570.55	570.55	0.00	375,079.00	32,064.99	334,613.60	7,561.39	32,904.01	91.23
CENTERVIEW	0.00	0.00	0.00	102,771.04	6,343.67	77,219.93	442.07	25,109.04	75.57
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	263,628.54	14,987.25	275,835.88	1,018.29	(13,225.63)	105.02

TOTAL EXPENDITURES	570.55	570.55	0.00	1,703,975.48	134,624.78	1,564,675.69	12,564.13	126,735.66	92.56
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REVENUES OVER/(UNDER) EXPENDITURES	(570.55)	570.55	0.00	13,174.52	(57,616.21)	(43,150.24)	(12,704.13)	69,028.89	423.96-
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50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	23,910.00	28,896.30	190,822.32	0.00	(166,912.32)	798.09
UTILITY REVENUE	0.00	0.00	0.00	9,909,642.00	1,029,735.96	9,603,017.01	0.00	306,624.99	96.91
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,933,552.00	1,058,632.26	9,793,839.33	0.00	139,712.67	98.59
<u>COVID-19</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	468.35	0.00	(468.35)	0.00
TOTAL COVID-19	0.00	0.00	0.00	0.00	0.00	468.35	0.00	(468.35)	0.00
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	9,933,552.00	1,058,632.26	9,794,307.68	0.00	139,244.32	98.60
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	549,900.18	0.00	50,099.82	91.65
WATER	83,576.74	83,576.74	0.00	3,731,906.08	380,239.15	3,559,609.21	(61,411.46)	233,708.33	93.74
SEWER	27,989.33	27,989.33	0.00	4,013,697.55	564,314.92	3,528,524.79	(25,117.68)	510,290.44	87.29
SOLID WASTE	0.00	0.00	0.00	1,992,431.00	160,072.17	1,537,206.70	0.00	455,224.30	77.15
TOTAL EXPENDITURES	111,566.07	111,566.07	0.00	10,338,034.63	1,154,626.24	9,175,240.88	(86,529.14)	1,249,322.89	87.92
REVENUES OVER/(UNDER) EXPENDITURES	(111,566.07)	111,566.07	0.00	(404,482.63)	(95,993.98)	619,066.80	86,529.14	(1,110,078.57)	174.44-

Investment Monthly Report

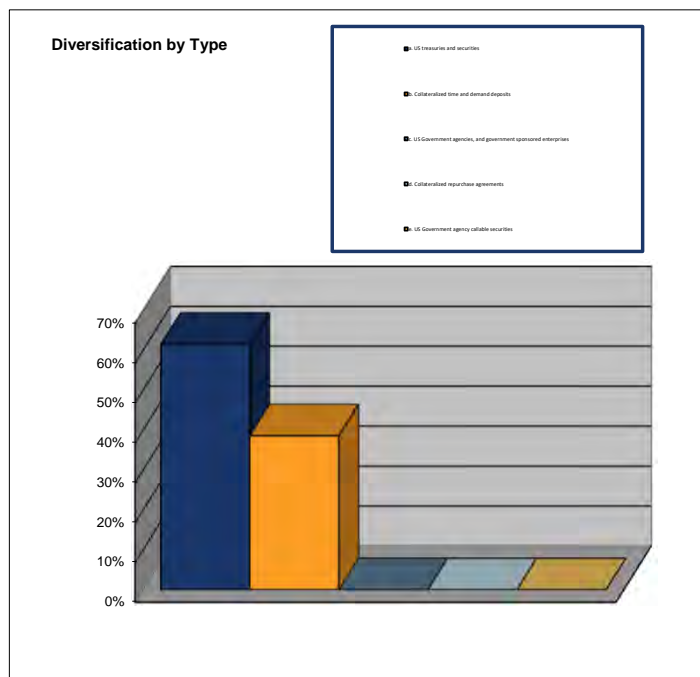
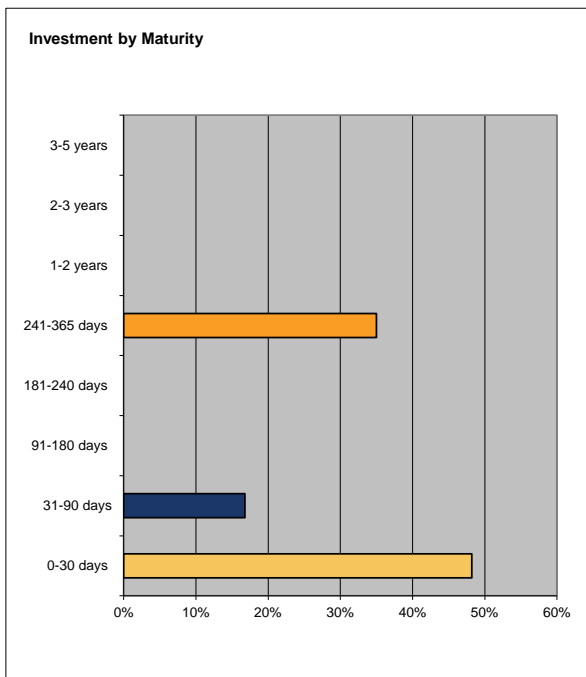
Investments Held at 09/30/2023

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*	Premium (Discount)
12/21/22	1154210	NASB	CD		12/21/23	2,000,000.00	2,000,000.00	4.5000	2,000,000.00	NA
12/21/22	1154228	NASB	CD		12/21/23	2,000,000.00	2,000,000.00	4.5000	2,000,000.00	NA
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,242,256.25	2,242,256.25	4.1600	2,242,256.25	NA
06/03/16		MOSIP	MOSIP POOLE- GENERAL FUND		NA	1,072,487.80	1,072,487.80	4.1600	1,072,487.80	NA
09/01/16		MOSIP	MOSIP POOLE- GENERAL FUND		NA	1,163,560.84	1,163,560.84	4.1600	1,163,560.84	NA
08/10/23	296022720	COMMERCE	US TREASURY		08/08/24	2,061,784.18	2,170,000.00	5.2100	2,061,784.18	(108,215.82)
08/14/19	901472	CBR	CD	Fund 50	08/25/24	702,218.01	702,218.01	0.2000	702,218.01	NA
09/13/23	296022895	COMMERCE	US TREASURY		09/05/24	1,999,990.41	2,105,000.00	5.3140	1,999,990.41	(105,009.59)
11/01/22	296021348	COMMERCE	US TREASURY	GO BOND	10/05/23	4,999,978.74	4,999,978.74	4.5950	4,999,978.74	(215,021.26)
08/10/23	296022721	COMMERCE	US TREASURY	JUSTICE CENTER	08/08/24	5,566,817.29	5,859,000.00	5.2100	5,566,817.29	(292,182.71)
Investment Total						23,809,093.52	24,314,501.64		23,809,093.52	(720,429.38)

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

Average Annual Rate of Return: **4.6250**

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



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
09/11/22	902480	CBR	CD		09/11/23	2,008,423.68	2,008,423.68	3.6000	365

Average Rate of Return on Maturities: 3.60

September Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied
Emergency Mgmt. Performance Grant - 2023 July 2022 - June 2023)	FEMA	\$32,008.28 (50% match)	Emer. Mgmt. activities incl: salaries, benef its, equip., sup plies, training & travel	Summer 2023	Pending

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2022 - Sept. 2023)	MoDOT (Traffic & Hwy. Safety Division)	\$7,500 (no match)	\$5,000	\$4,705	09/30/23
State & Community Hwy. Safety Grant - HMV (Oct. 2022 - Sept. 2023)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$5,996.38	\$4,810.06	09/30/23
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$3,389.38	\$3,389.38	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2023 July 2022 - June 2023)	FEMA	\$41,678.26 (50% match)	\$35,588.85	\$27,079.76	06/30/23
Cares Act - COVID19	Cass County		\$1,124,198	\$1,124,198	12/31/20
American Rescue Plan Act (ARPA)	State of MO - Office of Administration	\$4,478,428.98	\$4,502,163.68	\$4,502,163.68	12/31/26
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, OCTOBER 9, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

Mayor Turnbow called the meeting to order at 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

Development Services Director David Gress reviewed the staff report included in the packet.

City Manager Jim Feuerborn announced items for the October 16 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, September 25, 2023

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

DISCUSSION: None

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

Councilmembers Barber and Engert abstained as they were absent from the September 25 meeting.

9. Unfinished Business

A. 36th Amendment to Unified Development Code

BILL 3842: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE UNIFIED DEVELOPMENT CODE."

City Clerk Erica Hill conducted the second reading of Bill 3842 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3842 by title only.

DISCUSSION: None

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 3842 as **Raymore City Ordinance 2023-076.**

B. Eastbrooke at Creekmoor 4th Final Plat

BILL 3850: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE EASTBROOKE AT CREEKMOOR 4TH FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3850 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3850 by title only.

DISCUSSION: None

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 3850 as **Raymore City Ordinance 2023-077**.

10. New Business

A. Adoption of the FY 2024 City Budget

BILL 3853: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FISCAL YEAR 2024 BUDGET."

City Clerk Erica Hill conducted the first reading of Bill 3853 by title only.

Mayor Turnbow opened the public hearing at 6:06 p.m. and called for a staff report.

City Manager Jim Feuerborn reviewed the staff report included in the packet. The proposed Fiscal Year 2024 Budget and Capital Improvement Program (CIP) was transmitted to the City Council on August 21, 2023 and has had the opportunity to discuss the FY 2024 Budget and CIP at each work session following the presentation. Mr. Feuerborn reviewed the items the Council discussed adding to the FY 2024 budget at work sessions. He also noted a corrected Bill 3853 has been distributed.

Mayor Turnbow opened the floor for public comment. Hearing no comments, he closed the public hearing at 6:08 p.m.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3842 by title only, with the following amendments:

Amendment 1. To allocate \$50,000 from the general fund to the purchase of new traffic radar signs; and,

Amendment 2. To allocate \$13,400 from the general fund to purchase two new Flock cameras for the Raymore Police Department; and,

Amendment 3. To add an additional \$15,000 from the general fund's available fund balance to previously allocated funds for electronic signage in various areas of Raymore; and,

Amendment 4. To allocate \$70,000 from the general fund to the park sales tax fund for repair and maintenance of bridges along the Memorial Park Trail.

DISCUSSION: Councilmember Holman stated he wanted to remove amendment 4 from the list of amendments as the project isn't warranted at this time and other trails need repair more than this project.

MOTION TO AMEND: By Councilmember Holman, second by Councilmember Barber to remove amendment 4 from the list of amendments.

DISCUSSION: Councilmember Forster stated the bridges would help improve this area and make it safer for constituents.

Councilmember Abdelgawad stated she agrees with Councilmember Forster and this is an important amendment to the budget.

Councilmember Townsend stated the Parks Board hasn't presented this as a need and would like to see them designate repairs and if there was a reason the bridges haven't been replaced in 40 years.

Councilmember Abdelgawad responded that the Park Board is tasked with bringing forward a balanced budget and noted that all of the items added to the budget were not requested from the department they affect.

Discussion ensued.

ROLL CALL VOTE ON MOTION TO AMEND:

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

DISCUSSION: None

ROLL CALL VOTE ON AMENDED MOTION:

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. Youth Scoreboards Lease Agreement

BILL 3844: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH YOUTH SCOREBOARDS LLC FOR THE LEASE OF FOUR SECTIONS OF PROPERTY WITHIN RECREATION PARK TO BE USED FOR SCOREBOARDS AT THE BASEBALL/SOFTBALL COMPLEX."

City Clerk Erica Hill conducted the first reading of Bill 3844 by title only.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the packet. Staff presented a lease agreement with Youth Scoreboards, LLC that provides scoreboards for youth baseball fields to the City Council at their work session on September 18, 2023. The lease is a 10-year agreement with details outlined within the document. If approved, Raymore will be the first municipality in the state of Missouri to use this program. Scoreboards at Recreation Park are an FY26 Capital project identified by the Parks and Recreation Board. This agreement would accelerate the project at a significantly reduced cost. He answered questions from Council, including specific items included in the contract and the cost of each unit.

Greg Walker, Youth Scoreboards LLC, stated the scoreboards cost \$18,000 to \$20,000 per field.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3844 by title only.

DISCUSSION: None

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. Electrical Service – Youth Scoreboards

BILL 3852: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AGREEMENT WITH BRANDY ELECTRIC COMPANY TO INSTALL ELECTRICAL SERVICE AT RECREATION PARK FOR SCOREBOARDS IN THE AMOUNT OF \$29,000."

City Clerk Erica Hill conducted the first reading of Bill 3851 by title only.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the packet. The Parks and Recreation Department is partnering with Youth Scoreboards LLC to provide four scoreboards at the baseball/softball fields at Recreation Park. These scoreboards require electrical service to the desired location of placement. Staff has issued an RFP for the electrical service. Two bids were received. Staff recommends award of contract to Brandy Electric.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3852 by title only.

DISCUSSION: None

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

D. Memorial Park Electrical Easement

BILL 3849: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, GRANTING A TEN FOOT WIDE UTILITY EASEMENT TO EVERGY METRO, INC., ON CITY-OWNED PROPERTY CONTAINING APPROXIMATELY 0.092 ACRES OF LAND LOCATED WITHIN MEMORIAL PARK, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3849 by title only.

Development Services Director David Gress reviewed the staff report included in the packet. In 2023, the Raymore-Peculiar School District completed improvements to Raymore Elementary School, which is located directly adjacent to Memorial Park. As part of the improvements to the school facility, electrical improvements were installed by Evergy, which included the installation of a new power line that was installed on and through property that is owned by the City of Raymore. A utility easement is being requested through the portion of Memorial Park in which the power line crosses. Staff has verified the location of the requested easement does not currently conflict with plans for the park.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3849 by title only.

DISCUSSION: None

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

E. Budget Amendment: FY 2023 Operating Adjustments

BILL 3845: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2023 OPERATING BUDGET."

City Clerk Erica Hill conducted the first reading of Bill 3851 by title only.

Finance Director Elisa Williams reviewed the staff report included in the packet. During Fiscal Year 2023, a number of operating transactions occurred that require budget amendments. Finance staff has accumulated these items to be addressed as a single budget amendment. The amendments include: Stormwater Department additional expenditures associated with emergency storm repairs on S. Sunset - \$75,000 General Fund; Police Department additional expenditures associated with: tasers, in car cameras and body cameras - \$42,778, General Fund - \$26,282 VERP Fund; General Fund available fund balance was transferred to the restricted fund for legal and professional services related to fighting the threatened Landfill that will be used for FY23 and FY24 expenses - \$355,000; General Fund available fund balance was transferred to the Capital Improvement Sales Tax Fund for improvements to the police firing range - \$400,000; Restricted Funds set aside in FY2019 for Johnston Drive were transferred to the Transportation Fund for the Johnston Drive Extension project that commenced in FY2023 - \$54,750; Restricted Funds set aside for the Growth Management Plan were used for professional services related to the City's Comprehensive Plan - \$55,000; emergency repairs to Johnston Parkway paid for from the Capital Improvement Sales Tax Fund as well as repairs to the permeable paver crosswalks at Sunset and at Huntsman - \$73,000; Communications Department requested to transfer Arts Commission funds to the Restricted Fund for a future lease payment for public art. \$1,500; Parks & Recreation Department made electrical improvements to athletic fields at Recreation Park for scoreboards - \$29,000; Enterprise Fund purchased more water from KCMO than budgeted due to increased water sales associated with very dry weather conditions (water sales revenue +\$500,000, water purchased from KCMO -\$500,000) - \$0.00.

Mr. Feuerborn added that a number of these items have been presented as contracts that could have possibly ended up over budget; those budget amendments are typically saved until the end of each fiscal year to reconcile.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3845 by title only.

DISCUSSION: None

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

Mayor Turnbow and Councilmembers thanked staff for their work on preparing the FY 2024 budget.

Councilmember Baker noted the upcoming concert at the amphitheater hosted by the Arts Commission on Friday, October 13.

Councilmember Engert noted the No Solicitor stickers are proving beneficial.

Councilmember Burke discussed the bridges in Memorial Park and would like to look at the needs of the entire park.

Councilmember Forster noted her disappointment in the removal of the repair to the bridges at Memorial Park from the budget.

Mayor Turnbow expressed sorrow regarding the recent attack on Israel.

13. Adjournment

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

DISCUSSION: None

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 6:42 p.m.

Respectfully submitted,

Erica Hill
City Clerk

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: October 9, 2023

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

TITLE / ISSUE / REQUEST

Bill 3853: Approving the Fiscal Year 2024 Budget

STRATEGIC PLAN GOAL/STRATEGY

4.3.2: Establish a strong connection between the budget and strategic plan

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 1, 2023	October 31, 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City Manager transmitted the proposed Fiscal Year 2024 Budget and Capital Improvement Program (CIP) to the City Council on Aug. 21, 2023. The Council had the opportunity to discuss the FY 2024 Budget and CIP at each Council work session following the presentation.

Bill 3853 is presented as the City Manager's Proposed Budget.

BILL 3853

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FISCAL YEAR 2024 BUDGET.”

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

Section 1. The annual budget of the City of Raymore, Missouri, for the Fiscal Year beginning on November 1, 2023, and ending October 31, 2024, is hereby approved, adopted and appropriated by fund and the maximum amounts to be expended are as follows:

	FY 2023-2024
General Fund (01)	
Administration	1,433,703
Information Technology	768,889
Economic Development	168,601
Development Services	845,428
Engineering	494,016
Streets	897,094
Buildings & Grounds	408,592
Stormwater	367,466
Municipal Court	173,948
Finance	900,307
Communications	238,283
Prosecuting Attorney	24,400
Police	4,868,348
Emergency Management	136,470
Total Expenditures	\$11,725,545
Transfer to Park Fund	200,000
Transfer to Restricted Revenue Fund	173,400
Total General Fund	\$12,098,945
Park Fund (25)	\$1,926,752
General Obligation Debt (40)	\$2,630,975
Vehicle Replacement (03)	\$370,161
Restricted Revenue (04)	\$587,910
Enterprise Fund (50)	
Water & Sewer Departments	7,044,019
Solid Waste	2,107,197
Total Expenditures	\$9,151,216
Transfer to General Fund	1,217,802
Transfer to VERP Fund	130,732

Transfer to Ent. Cap Maint Fund	600,000
Total Transfers	\$1,948,534
Total Enterprise Fund	\$11,099,750
Capital Funds	
<i>(includes projects, debt service, and other operating expenditures)</i>	
05 Building Equipment Replacement	63,376
27 Park Fee In Lieu	106,000
36 Transportation	3,753,000
36.38 GO Bond Transportation	5,205,000
37 Excise Tax	312,000
45 Capital Sales Tax	1,582,046
46 Stormwater Sales Tax	819,362
47 Parks Sales Tax	1,308,080
52 Water Connection	113,366
53 Sewer Connection	133,366
54 Enterprise Capital Maintenance	1,074,610
Total Capital Funds	\$14,470,206

Section 2. The funds necessary for expenditure in the budget of the City of Raymore for the Fiscal Year beginning November 1, 2023, as summarized in Section 1, are hereby appropriated and set aside for the maintenance and operation of the various departments of the government of the City of Raymore, Missouri, together with the various activities and improvements set forth in said budget.

Section 3. The amount apportioned for each department as shown in the budget shall not be increased except by motion of the City Council duly made and adopted, but the objects of the expense comprising the total appropriation for any department may be increased or decreased at the discretion of the City Manager, providing that said adjustment shall not increase the total appropriation for the department.

Section 4. All portions of the final Fiscal Year 2023-24 budget book document prepared and submitted to the Mayor and City Council for consideration, as amended by the City Council prior to the adoption of this ordinance, are hereby adopted by reference, including all organizational charts, salary range charts, policies and procedures, and are made a part of this ordinance.

Section 5. All revenue of the City of Raymore not appropriated by this Ordinance and any amount appropriated by this Ordinance and not disbursed shall be expended or kept as directed by the City Council.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate,

distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF OCTOBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF OCTOBER, 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
AGENDA ITEM INFORMATION FORM

DATE: October 9, 2023

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3844: Youth Scoreboards LLC - Lease Agreement

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 1, 2023	November 1, 2033

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: August 22, 2023
Action/Vote: 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Lease Agreement
Youth Scoreboards LLC - Company Information

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Staff is presenting a lease agreement with Youth Scoreboards, LLC that provides scoreboards for youth baseball fields. The program was presented to the City Council in work session on September 18, 2023. The lease is a 10-year agreement with details outlined within the document. If approved, Raymore will be the first municipality in the state of Missouri to use this program.

Scoreboards at Recreation Park are an FY26 Capital project identified by the Parks and Recreation Board. This agreement would accelerate the project at a significantly reduced cost.

BILL 3844

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH YOUTH SCOREBOARDS LLC. FOR THE LEASE OF FOUR SECTIONS OF PROPERTY WITHIN RECREATION PARK TO BE USED FOR SCOREBOARDS AT THE BASEBALL/SOFTBALL COMPLEX.”

WHEREAS, the Parks and Recreation Board has identified the need for scoreboards at the baseball/softball complex at Recreation Park; and,

WHEREAS, Youth Scoreboards LLC provides digital video scoreboards through a leasing agreement; and,

WHEREAS, the Parks and Recreation Board desires to lease space at Recreation Park to Youth Scoreboards LLC; and,

WHEREAS, staff recommends a 10-year lease agreement with revenue sharing for advertising through four digital scoreboards at Recreation Park.

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

Section 1. The City Manager is authorized to enter into a lease agreement with Youth Scoreboards, LLC, for the lease of parkland for four digital scoreboards for the baseball/softball complex at Recreation Park.

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF OCTOBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF OCTOBER, 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

GROUND LEASE

THIS GROUND LEASE (the “Lease”) is entered into and made effective as of November 1, 2023 (the “**Effective Date**”), by and between:

The City of Raymore (“**Lessor**”) and hereafter referred as the City, and

(1) Youth Scoreboards, L.L.C., an Oklahoma limited liability company, its successors, and assigns (“**Lessee**”) hereafter referred to as YSB.

RECITALS:

WHEREAS, the City owns real property for the baseball/softball fields it operates in the City of Raymore, and the state of Missouri (the “**Baseball/Softball Field Sites**”).

WHEREAS, YSB desires to provide the City with a total of four (4) baseball/softball scoreboards and video boards owned by YSB (the “**Scoreboards**”) for use at the Baseball/Softball Field Sites.

WHEREAS, the City desires to lease to YSB four (4) sections of land at the Baseball/Softball Field Sites (one section at each baseball field) with dimensions of approximately 20 feet by 20 feet, more or less, for the placement of the Scoreboards (a depiction of the Baseball/Softball Field Sites marking the applicable sections of land to be leased is attached hereto as Exhibit 1) (the “**Leased Premises**”); and

WHEREAS, YSB desires to lease the Leased Premises from the City.

NOW THEREFORE, in consideration of the foregoing recitals, of mutual promises of Raymore Parks and YSB, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and YSB agree as follows:

ARTICLE 1: Leased Premises; Authority to Lease

1.1 LEASE: The City hereby leases to YSB the Leased Premises. YSB shall take possession of the Leased Premises in its “as is” condition as of the Effective Date.

1.2 AUTHORITY: Lessor shall obtain all consents required by its lenders and the City of Raymore, as the case may be, to enter into this Lease. If Lessor fails to obtain all such consents, then Lessee may terminate this Lease.

ARTICLE 2: Term and Termination

2.1 INITIAL TERM: The initial term of this Lease shall be ten (10) years and shall commence on the Effective Date and expire on November 1, 2023 (the “Initial **Term**”).

2.1(a) RENEWAL TERM: The renewal term of this Lease shall be ten (10) years and shall commence on the expiration date of the Initial Term (the “**Renewal Term**” and together with the Initial Term, the “**Term**”).

2.1(b) AUTOMATIC RENEWAL: This Lease shall automatically renew for the Renewal Term, unless written notice of termination is received by the City a minimum of six (6) months prior to the expiration date of the initial Term. The Term may also be extended pursuant to Section 3.3 below, in the event of a “Substantial Replacement”.

2.2 TERMINATION: YSB may terminate this Lease at any time upon thirty (30) days’ prior written notice to the City in the event that YSB determines, in its sole discretion, that the economics of this Lease no longer benefit the parties hereto.

ARTICLE 3: Use of Leased Premises

3.1 PERMITTED USE; DAILY OPERATIONS AND COSTS:

(a) YSB shall use the Leased Premises solely for the installation, operation and maintenance of the Scoreboards, and for any other use necessary or ancillary to the installation, operation and maintenance of the Scoreboards.

(b) The day-to-day operation of the Scoreboards shall be performed by the City, at the City’s cost, in accordance with manufacturer’s instructions, requirements and recommendations. The City agrees to provide all electrical power required to operate the Scoreboards, and the City shall be responsible for the costs associated with bringing the electrical power to the Scoreboards, as well as the monthly cost of electricity to operate the Scoreboards.

3.2 REPAIRS; MAINTENANCE: the City, at the City’s cost, shall be responsible for the performance of all minor maintenance and repair of the Scoreboards, including all associated costs of such maintenance and repair. YSB shall be responsible for the performance of all other maintenance and repair of the Scoreboards, including the associated costs thereof.

3.3 SUBSTANTIAL REPLACEMENT: As provided under Section 2.1(b) hereof,

if the YSB performs “**Substantial Replacement**” on the installations an additional 10 years from the date of completion of such Substantial Replacement shall be added to the Term of this Lease. Substantial Replacement shall be deemed to have occurred if the YSB is required to replace, add or upgrade elements in which the cost of such items exceeds 50% of the original installation cost as defined in Section 2.2.

ARTICLE 4: Rental

4.1 YSB shall pay rent during initial Term hereof as follows: (a) an amount equal to ONE DOLLAR (\$1.00) per year (\$1.00), and (b) the Revenue Share Payment as provided under Section 5.2 below. The City acknowledges receipt of payment by YSB in the amount of TEN DOLLARS (\$10.00) as payment in full of all cash rental amount due under Section 4.1(a) hereof

ARTICLE 5: Advertising; Revenue Sharing; Promotion

5.1 ADVERTISING: The parties agree that YSB shall have the exclusive right to sell advertising space to be displayed on each of the Scoreboards at each Baseball/Softball Field Sites. The City shall not solicit existing or potential purchasers of advertising space without the prior written consent of YSB, which may be withheld in YSB’s sole discretion. All advertising sales shall be completed by YSB and pricing for advertising space shall be determined by YSB. YSB shall not display advertising for alcohol, tobacco related or marijuana/cannabis related products. Pre-approved (by YSB) community related announcements will be aired on the video boards at no charge to the community.

5.2 REVENUE SHARING: Within ninety (90) days from the end of each calendar year during the Term, YSB shall deliver to the City, an amount equal to 20% of the net advertising revenue of all operational costs (the “**Revenue Share Payment**”) collected during the previous calendar year. Operational costs shall include, without limitation, the Scoreboards, freight, installation, warranties, maintenance, sales, administrative, and legal costs. YSB will provide a detailed statement with each Revenue Share Payment showing gross advertising revenue, and all items of cost deducted in arriving at the net advertising revenue.

ARTICLE 6: Ownership Rights

6.1 OWNERSHIP OF SCOREBOARDS: The Scoreboards on the Leased Premises and all related software and data, as well as all equipment used in connection with installing, operating and maintaining the Scoreboards, are owned and/or shall continue to be owned by YSB throughout the Term of this Lease.

6.2 SURRENDER OF LEASED PREMISES UPON EXPIRATION OF LEASE TERM: Upon the expiration of the Term, YSB shall surrender the Leased Premises to the City, shall remove or cause the removal of the Scoreboards and all related equipment, and YSB shall have no right to further occupy the Leased Premises.

ARTICLE 7: Liability, Damage, Insurance, Taxes

7.1 YSB'S LIABILITY; THE CITY'S PARKS'S LIABILITY: YSB assumes sole responsibility and liability to all employees, agents, representatives, invitees, guests, customers and licensees of YSB who come upon the Leased Premises and shall defend, indemnify, and hold the City harmless against all liability and claims for injury or damage to said persons or their property. The City assumes sole responsibility and liability to all employees, agents, representatives, invitees, guests, customers and licensees of the City who come upon the Leased Premises and shall defend, indemnify, and hold YSB harmless against all liability and claims for injury or damage to said persons or their property.

7.2 PAYMENT BY THE CITY: If the City is required to pay any sum that is YSB's responsibility or liability, YSB shall promptly reimburse the City for the payment and for reasonable expenses caused thereby. If YSB is required to pay any sum that is the City's responsibility or liability, the City shall promptly reimburse YSB for the payment and for reasonable expenses caused thereby.

7.3 INSURANCE: the City has and will continue to provide general liability and property and casualty insurance insuring the full replacement value of all improvements on the Leased Premises, including, but not limited to, the Scoreboards. Such policy shall name YSB as an additional insured, and shall have a combined single limit of not less than \$1,000,000.00. the City shall provide YSB with copies of all policies and renewals of policies on an annual basis, and the City shall be responsible for payment of any deductibles under the insurance policies described in this Section 7.3.

7.4 PROPERTY TAX: the City shall be responsible for all taxes and assessments due to or levied by any taxing authority and attributable to the Leased Premises or the Scoreboards during the Term, including personal property, ad valorem, special taxes, or the like, as well as any and all assessments, public or private.

ARTICLE 8: General Provisions

8.1 NOTICE: Any notices required or permitted to be given hereunder shall be deemed to have been duly given if in writing and (i) delivered personally; (ii) sent by United States first class mail, postpaid, addressed; (iii) delivered by facsimile with confirmation receipt; or (iv) by email with a return email from recipient confirming receipt (automatic "read receipt" is not sufficient to confirm receipt by email delivery) to the following addresses:

To the City:

City of Raymore, Parks & Recreation Department
100 Municipal Circle
Raymore, MO 64083
816-331-0488
Email: nmusteen@raymore.com

To YSB:

Youth ScoreboardsLLC.
913 N. Broadway
Oklahoma City, OK 73102
Email:
jphillips@youthscoreboards.com

8.2 ASSIGNMENT: Neither party shall assign, sublease, sell, or otherwise convey any of their rights under this Lease without the prior written consent of the other party, except YSB may assign this Lease without the City's consent to any third party which acquires all, or substantially all, of its assets.

8.3 SEVERABILITY: In case any one or more of the provisions or parts of a provision contained in this Lease is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Lease.

8.4 WAIVER: The waiver by the City at any given time of any term or condition of this Lease, or the failure of the City to take action with respect to any breach of any the term or condition, shall not be deemed to be a waiver of the term or condition with regard to any subsequent breach of the term or condition, or of any other term or condition of the Lease.

8.5 HEADINGS: The headings appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

8.6 ENTIRE AGREEMENT: This Lease sets forth the entire agreement between the City and YSB with respect to the leasing of the Leased Premises. It is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by the City and YSB or their legal representatives or, in accordance with the provisions of this Lease.

8.7 GOVERNING LAW; JURISDICTION: This Lease shall be construed in accordance with and governed for all purposes by the laws of Oklahoma, except for any conflict of law rule that would cause the law of another jurisdiction to apply. Any dispute

arising hereunder shall be referred to and heard in a court located in Oklahoma County, Oklahoma.

8.8 MEMORANDUM OF LEASE: The parties agree to execute a Memorandum of Lease. The Memorandum of Lease shall not set forth the rent or other charges payable by YSB under this Lease and shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

8.9 SUCCESSORS. This Lease will inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

City of Raymore:

BY: _____

PRINT NAME: _____

TITLE: _____

YSB:

YOUTH SCOREBOARDS, L.L.C., an Oklahoma limited liability company

BY: _____

JON PHILLIPS, CEO

Exhibit 1



YOUTH SCOREBOARDS

Contact: **Greg Walker, MO/KS Market Manager**

EGreg@youthscoreboards.com

660.651.5326

www.youthscoreboards.com

How the Program Works

- Youth Scoreboards Provides
 - LED Screens, Content Management System, Scoreboard Operating System, Turn-Key Installation
 - Warranty and major repairs
- Complex Provides
 - Power to each installation
 - Add provisions to current insurance
- Financial
 - After Youth Scoreboards recoups investment, the Complex will receive 20% of annual Net Profit.
 - Complex receives a 20% Sales Commission on sponsorships sold by the complex.

Who We Are

- **Mike Henry, Co-Founder**

Mr. Henry founded Sports Magazine of America in 1978. This company published team specific magazines for several Universities including Sooners Illustrated (Oklahoma), Huskers Illustrated (Nebraska), Longhorns Illustrated (Texas) and Trojans Illustrated (USC). In 1995 he co-founded Stadlanet Sports, a company that installed and owned large scale video displays (Sony JumboTrons) at universities. Stadlanet produced each live game broadcast and sold all the advertising, both static and video-based advertising. Youth Scoreboards is modeled after the Stadlanet concept – a proven success in college sports!

- **Barry Switzer, Co-Founder**

Coach Switzer served for 16 years as head football coach at the University of Oklahoma where he brought the Sooners 3 national championships. Then later became head coach of the Dallas Cowboys and led them to win Super Bowl XXX against the Pittsburgh Steelers. Coach Switzer has one of the highest winning percentages of any other college football coach and is one of 3 coaches in history to win both a college football National Championship and a Super Bowl. His accomplishments in sports are nothing less than incredible. Coach has an impeccable eye for talent; in people and ideas. He knows how to communicate his vision and help businesses reach theirs.

- **Jon Phillips, CEO**

Jon recently joined Youth Scoreboards as CEO after a 30+ year career in the radio broadcasting business. Jon was most recently the Area President for iHeart Radio, a position he held for the past ten years. Jon is a Tulsa native and was a key member of coach Switzer's 1984-1987 championship football teams at Oklahoma University.

- **Tom Russell, Chairman of ImageNet Consulting**

As the Chairman of ImageNet Consulting, Tom leapt at the opportunity to infuse technology and regional business support into the Youth Scoreboard endeavor. ImageNet is currently the largest shareholder of YSB and Tom has stepped in and offered valuable vision and ideas for our growth. Tom has a storied career in the business consulting arena and has built several successful businesses through the years.

- **Greg Walker, President of Mo/Kan Region**

Walker has been selected to bring Youth Scoreboards into the Kansas City market. His years of sales experience with Chase Manhattan Bank, Aflac and print and broadcast advertising gives him a keen insight to the benefits of digital video scoreboards. This proud grandfather of a KC youth baseball player brings professionalism to the process, places a focus on "win-win" relationships and wants to create an exciting sports event for players, coaches, fans and the advertisers.







CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: October 9, 2023

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3852: Award of Contract - Recreation Park Scoreboards Electrical Work

STRATEGIC PLAN GOAL/STRATEGY

2.2 Create a physical environment that inspires a sense of pride in public spaces

FINANCIAL IMPACT

Award To: Brandy Electric
Amount of Request/Contract: \$29,000
Amount Budgeted:
Funding Source/Account#: Park Sales Tax - Fund 47

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 2023	January 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: September 26, 2023
Action/Vote: 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Supporting Documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Parks and Recreation Department is partnering with Youth Scoreboards LLC to provide four scoreboards at the baseball/softball fields at Recreation Park. These scoreboards require electrical service to the desired location of placement.

Staff has issued an RFP for the electrical service. Two bids were received:

Brandy Electric - \$29,000

Brinton Electric - \$29,687

Staff recommends award of contract to Brandy Electric to provide electrical service for the scoreboards at Recreation Park.

Funding sources:

1) Resolution 23-02 of the Raymore Community Foundation from August 28, 2023 transfers \$13,511.86 earmarked for scoreboards into the Parks Sales Tax Fund 47 for electrical service.

2) On August 8, the Park Board approved a budget amendment request to use fund balance to pay the difference for the electrical work to install scoreboards at Recreation Park. The estimate at the time for the work was \$28,500, the low bid was \$29,000. The budget amendment will be a total of \$15,488.14.

BILL 3852

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AGREEMENT WITH BRANDY ELECTRIC COMPANY TO INSTALL ELECTRICAL SERVICE AT RECREATION PARK FOR SCOREBOARDS IN THE AMOUNT OF \$29,000."

WHEREAS, the Recreation Park Baseball Complex Scoreboards is a planned Capital Improvement project; and,

WHEREAS, the City has entered into a lease agreement for four scoreboards; and,

WHEREAS, electrical service is required at all four fields to power the scoreboards; and,

WHEREAS, staff issued an RFP for the required electrical work and determined Brandy Electric Company is the best and lowest bidder for the work advertised.

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

Section 1. The City Manager is directed and authorized to enter into an agreement with Brandy Electric Company in the amount of \$29,000 for electrical work to power scoreboards at the Recreation Park baseball/softball complex.

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

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF OCTOBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF OCTOBER, 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

Scoreboard Electrical Service

This Contract for the Scoreboard Electrical Service Project, hereafter referred to as the **Contract** is made this 23 day of October, 2023, between Brandy Electric Inc, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 500 SW Gull Point Ct, Lee's Summit, MO 64082, 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 October 23, 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 23-433-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 30 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 \$29,000.

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)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Scoreboard Electrical Service

SCOPE OF SERVICES:

General Scope of Work

- A. Provide 2 qty. 30 amp circuits to each of the 4 future scoreboards.
- B. All material, equipment and labor needed for installation of conduit from the edge of the central asphalt area to the future scoreboards. (Including any boring as needed across the sidewalks)
- C. Routing of branch circuits through the existing conduits as needed.
- D. Purchase and installation of Breakers for panel boards.
- E. Tie-in the scoreboard side conduit with ridged conduit in all above ground routing.
- F. Include a disconnect at the scoreboard location

This is a turn-key project and the contractor is responsible for all additional materials and labor in order to complete the task and be ready for scoreboard installation.

1. **SPECIFICATIONS WHICH APPLY**

Upon completion, the site will be cleaned and all debris removed from the site. The restoration of any disturbed asphalt, amenities, structures, trees or turf areas should be put back to the condition before starting.

Any work performed must be coordinated with a representative of the Parks and Recreation Department (to be assigned). Fall leagues and programs will be underway and the jobsite must be kept clean, safe and free of debris for the duration of the project.

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, 2016 and subsequent revisions. This document shall be considered Supplementary Conditions for the purpose of Section

1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall take precedence for construction. Where the standards are in conflict, the more stringent criteria shall apply.

2. ADDITIONAL BIDDING INFORMATION

2.1 *Project questions:* All questions regarding the bidding of this project must be submitted to Kim Quade, CPPB, City of Raymore, Purchasing Specialist at (816) 892-3045 or (kquade@raymore.com). **All questions must be received (3) days prior to the bid opening.**

2.2 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-433-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of November 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 23-433-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Mark Cahn having authority to act on behalf of (Company name) Brandy electric INC. do hereby acknowledge that (Company name) Brandy electric 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: Brandy Electric INC

ADDRESS: 500 SW Gullpoint ct.
Street

ADDRESS: Lee's Summit MO 64082
City State Zip

PHONE: 816-833-0142

E-MAIL: Brandyelectric@comcast.net

DATE: 9/18/23 Mark Cahn
(Month-Day-Year) Signature of Officer/Title

DATE: 9/18/23 Jenni Asher
(Month-Day-Year) Signature of Officer/Title

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

State + Kemo ✓
to Kemo ✓
✓

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

PROPOSAL FORM B
RFP 23-433-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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 23-433-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year and must demonstrate that they, or the principals assigned to this Project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past, not including the City of Raymore.

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

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

COMPANY NAME	City of Greenwood, MO
ADDRESS	709 W. Main St Greenwood, MO 64034
CONTACT PERSON	Travis Walker
CONTACT EMAIL	twalker@greenwood.com
TELEPHONE NUMBER	(816) 564-0168
PROJECT, AMOUNT AND DATE COMPLETED	Scoreboards 22K 9/10/23

COMPANY NAME	Mid-America Golf
ADDRESS	1621 Se Lee's Summit, MO 64081
CONTACT PERSON	Rayn Hunt
CONTACT EMAIL	RHUNT@mid-america-golf.com
TELEPHONE NUMBER	(816) 530-2947
PROJECT, AMOUNT AND DATE COMPLETED	Warrensburg High School 175K

COMPANY NAME	City of Blue Springs
ADDRESS	425 Wc Mock Ave Blue Springs, Mo 6401
CONTACT PERSON	John honeycutt
CONTACT EMAIL	Johnhoneycutt@ blue Bluesprings.gov.com
TELEPHONE NUMBER	(816) 401-8800
PROJECT, AMOUNT AND DATE COMPLETED	Baumgardner Park upgrades 26k

COMPANY NAME	City of Overland Park
ADDRESS	13700 Switzer Overland Park, Kansas 6622
CONTACT PERSON	Don Atkins
CONTACT EMAIL	Don.atkins@opkansas.org
TELEPHONE NUMBER	(816) 719-0344
PROJECT, AMOUNT AND DATE COMPLETED	Relamping of all 600 lamps 70k

COMPANY NAME	Blue valley recreation
ADDRESS	6545 West 151st. Overland Park, KS 66
CONTACT PERSON	Jim Klaus
CONTACT EMAIL	JKlaus@bluevalleyrec.org
TELEPHONE NUMBER	(913) 271 5972
PROJECT, AMOUNT AND DATE COMPLETED	ticket booth outlets 15k

State the number of Years in Business: 40 years

State the current number of personnel on staff: 6

PROPOSAL FORM D
RFP 23-433-201

Proposal of Brandy Electric IAC, organized and
(Company Name)
existing under the laws of the State of MO, doing business
as Individual (*)

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. 23-433-201 - Scoreboard Electrical Service.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 23-433-201

SCOREBOARD ELECTRICAL SERVICE

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%				\$ 1,200
Materials				\$ 12,000
Labor				\$ 15,800
				\$
				\$
				\$
TOTAL BASE BID				29,000

Company Name Brandy Electric Inc

Total Base Bid for Project Number: 23-433-201

\$ 29,000.00

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

(\$ Twenty nine thousand Dollars $\frac{00}{100}$)

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

**BID PROPOSAL FORM E - RFP 23-433-201
CONTINUED**

Company Name Brandy Electric Inc

By [Signature]
Authorized Person's Signature

Mark T. Asher Project Manager
Print or type name and title of signer

ADDENDA
Bidder acknowledges receipt of the following addendum:

- Addendum No. _____
- Addendum No. _____
- Addendum No. _____
- Addendum No. _____
- Addendum No. _____
- Addendum No. _____

Company Address 500 SW Gullpoint
CT Lead's Summit MO
64092

Phone 816 838-0142

Fax _____

Email Brandyelectric@comcast.net

Date 9/19/23

LATE BIDS CANNOT BE ACCEPTED!

SEALED REQUEST FOR PROPOSAL ATTN: PURCHASING SPECIALIST	
RFP #:	23-433-201
DESCRIPTION:	Scoreboard Electrical Service
OPENING DATE:	September 19, 2023
OPENING TIME:	10:00 a.m.
COMPANY NAME:	<u>Brandy Electric Inc</u>
DATED MATERIAL - DELIVER IMMEDIATELY	

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



Company ID Number: 189531

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 Brandy Electric Inc.

Terri S Asher

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/11/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/11/2009

Date



Company ID Number: 189531

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Terri S Asher	Fax Number:	(816) 229 - 2500
Telephone Number:	(816) 228 - 4257		
E-mail Address:	brandyelectric@comcast.net		

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

Name/Contractor: Mitch Cash Brandy elect

Company: Brandy Electric Inc

Address: 500 SW Gullpoint CT Lees Summit 64082

- 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 # 23-433-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

- * 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.

PLEASE NOTE: The following affidavit must be completed and returned with RFP.

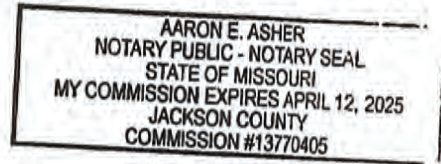
4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Brandy Electric, Inc
Company Name

Mark Asher
Signature

Name: Mark T Asher

Title: Project Manager



STATE OF Missouri COUNTY OF Jackson

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

Notary Public: Aaron Asher

My Commission Expires: 4/12/2025 Commission # 13770405

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.

INSTRUCTIONS FOR RESPONDING TO RFP 23-433-201

Please Remit

- * One (1) original signed unbound proposal
- * Two (2) copies of original signed proposal (no wire bindings)

<input checked="" type="checkbox"/>	PROPOSAL CHECKLIST TO INCLUDE WITH PACKET
	Form A - Commitment to sign Agreements
	Form B - Contractor Disclosures
	Form C - Experience/References
	Form D - Work Agreement
	Form E - Proposal Pricing (Including unit prices, where required)
	Addenda, if applicable
	E-Verify - Attach to original
	Bid Bond (if required) - Attach to original
	Certificate Copies (if required) - Attach to original - See Appendix B Section Q

Total of three (3) proposals submitted

MUST BE RECEIVED BY: September 19, 2023 10:00 a.m.

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL 23-433-201" WITH YOUR COMPANY NAME PRINTED ON IT AND SUBMIT IT TO:

Kim Quade, CPPB
Purchasing Specialist
City of Raymore
100 Municipal Circle
Raymore, Missouri 64083

Any questions regarding this Request for Proposal shall be submitted to the Purchasing Specialist, Kim Quade, CPPB by email at Kquade@raymore.com or by phone at (816) 892-3045.



CITY OF RAYMORE
CONTRACT FOR SERVICES

Scoreboard Electrical Service

This Contract for the Scoreboard Electrical Service Project, hereafter referred to as the **Contract** is made this 23 day of October, 2023, between Brandy Electric Inc, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 500 SW Gull Point Ct, Lee's Summit, MO 64082, 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 October 23, 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 23-433-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 30 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 \$29,000.

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)

Brandy Electric Inc,
Company Name

By: _____
Drew Asher

Title: _____
Owner

Attest: _____
Rayon Asher



APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Scoreboard Electrical Service

SCOPE OF SERVICES:

General Scope of Work

- A. Provide 2 qty. 30 amp circuits to each of the 4 future scoreboards.
- B. All material, equipment and labor needed for installation of conduit from the edge of the central asphalt area to the future scoreboards. (Including any boring as needed across the sidewalks)
- C. Routing of branch circuits through the existing conduits as needed.
- D. Purchase and installation of Breakers for panel boards.
- E. Tie-in the scoreboard side conduit with ridged conduit in all above ground routing.
- F. Include a disconnect at the scoreboard location

This is a turn-key project and the contractor is responsible for all additional materials and labor in order to complete the task and be ready for scoreboard installation.

1. **SPECIFICATIONS WHICH APPLY**

Upon completion, the site will be cleaned and all debris removed from the site. The restoration of any disturbed asphalt, amenities, structures, trees or turf areas should be put back to the condition before starting.

Any work performed must be coordinated with a representative of the Parks and Recreation Department (to be assigned). Fall leagues and programs will be underway and the jobsite must be kept clean, safe and free of debris for the duration of the project.

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, 2016 and subsequent revisions. This document shall be considered Supplementary Conditions for the purpose of Section

1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall take precedence for construction. Where the standards are in conflict, the more stringent criteria shall apply.

2. ADDITIONAL BIDDING INFORMATION

2.1 *Project questions:* All questions regarding the bidding of this project must be submitted to Kim Quade, CPPB, City of Raymore, Purchasing Specialist at (816) 892-3045 or (kquade@raymore.com). **All questions must be received (3) days prior to the bid opening.**

2.2 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-433-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of November 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.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: October 9, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3849: Memorial Park Electrical Easement

STRATEGIC PLAN GOAL/STRATEGY

2.2 Create a physical environment that inspires a sense of pride in public spaces

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: September 26, 2023
Action/Vote: 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Electrical Easement
Aerial Photo Exhibit

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In 2023, the Raymore-Peculiar School District completed improvements to Raymore Elementary School, which is located directly adjacent to Memorial Park. As part of the improvements to the school facility, electrical improvements were installed by Evergy, which included the installation of a new power line that was installed on and through property that is owned by the City of Raymore.

A utility easement is being requested through the portion of Memorial Park in which the power line crosses. Staff has verified the location of the requested easement does not currently conflict with plans for the park.

BILL 3849

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, GRANTING A TEN FOOT WIDE UTILITY EASEMENT TO EVERGY METRO, INC., ON CITY-OWNED PROPERTY CONTAINING APPROXIMATELY 0.092 ACRES OF LAND LOCATED WITHIN MEMORIAL PARK, RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, electrical improvements were installed by Evergy Metro, Inc., (“Grantee”) on behalf of the Raymore-Peculiar School District to Raymore Elementary, which is located directly adjacent to Memorial Park; and,

WHEREAS, the improvements included the installation of a new power line that was installed on and through property that is owned by the City of Raymore, Missouri (“Grantor”); and,

WHEREAS, the Raymore Parks and Recreation Board, in accordance with the provisions of the Raymore City Code, has held a meeting to recommend approval of the dedication of the easement within Memorial Park, as shown on the attached exhibits; and,

WHEREAS, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore City Code, has held a meeting to approve the dedication of the easement within Memorial Park, which is owned by the City of Raymore; and,

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

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

Section 1. The City hereby grants a ten foot (10’) wide utility easement located within Memorial Park, a tract of land owned by the City of Raymore, Missouri, to Evergy Metro, Inc., a Missouri corporation, for the purposes of equipping and maintaining pertinent electrical infrastructure.

Section 2. The ten foot (10’) wide utility easement has been legally described as the Easement Tract and attached hereto as Exhibit A, and pictorially described and attached hereto as Exhibit B.

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. Following the approval of this Ordinance, the easement shall be recorded with the Office of the Cass County, Missouri Recorder of Deeds.

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 9TH DAY OF OCTOBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF OCTOBER, 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

S 16SE /Q
T 46CASS County
R 32MISSOURI State

EASEMENT CONVEYANCE

THIS **EASEMENT** made and entered into this _____ day of _____, 2023, by and between **CITY OF RAYMORE**, a political subdivision of the State of MISSOURI, "**GRANTOR**" and **Evergy Metro, Inc., a Missouri corporation**, whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri "**GRANTEE**".

Legal Description: See Exhibit A and B

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, successors and assigns, the right, privilege and perpetual non-exclusive easement to enter upon the "Grantor Real Property" as described below, to patrol, alter, conduct surveys, construct, erect, inspect, install, maintain, operate, rebuild, reconstruct, relocate, remove, renew, repair and replace electric and communication transmission and distribution lines and their appurtenances under varying conditions of operation, including the poles, towers, anchors, guys, crossarms, insulators, conductors, conduit, ducts, cables, and other fixtures and equipment appurtenant thereto for the transmission and/or distribution of electric energy and communications in, along, under, across, and over the Grantor Real Property, and in and upon all streets, roadways or highways abutting said lands, as described ("Easement Tract") in Exhibit "A" attached hereto and incorporated by reference herein (individually and in any combination referred to as the "Rights"), together with the right of ingress to and egress to and from the Easement Tract on the Grantor Real Property and contiguous land owned by Grantor for the purpose of Grantee exercising the Rights ("Access Rights"). Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner as determined in its good faith and when practicable, use existing roads and lanes. The "Grantor Real Property" is that certain real property owned by Grantor and described in Book 528 at Page 71 in the CASS County Recorder of Deeds office.

In the exercise of the Rights and Access Rights, Grantee shall have the further right to erect and use gates in all fences that cross or obstruct the Access Rights or that shall hereafter cross or obstruct the Access Rights on the Grantor Real Property or contiguous land owned by Grantor, and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining the Easement Tract or on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights or the Access Rights. All such Woody Vegetation shall be burned or removed by Grantee unless otherwise mutually agreed to by Grantor and Grantee. In the event Grantee causes damage to Grantor or the Grantor Real Property from the exercise of the Rights or Access Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work.

Grantor, its heirs, successors, assigns and lessees, may cultivate, use and enjoy the Easement Tract, provided such use shall not, in the judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on the Easement Tract.

LANDSCAPE CLAUSE

Grantor agrees to plant, install and maintain any and all landscaping required by city ordinance to screen utility structures located on the property.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensee, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

SIGNATURES ON FOLLOWING PAGE



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150
Fax: 913.894.5977
Web: www.kveng.com
Address: 14700 West 114th Terrace
Lenexa, KS 66215

Kaw Valley Engineering Project No. C23_1718
Parcel ID Number: 2271300
Site Address: West Olive Raymore, Missouri 64083
Owner: City of Raymore, a Municipal Corporation

Electric Easement

The centerline of a 10 foot wide easement (5 feet on each side of the following described centerline), being all that part of a tract of land described in Corporation Warranty Deed found in Book 528, at Page 71 in the Cass County Recorder of Deeds Office, lying in the Southeast Quarter of Section 16, Township 46 North, Range 32 West, of the Fifth Principle Meridian, in the City of Raymore, Cass County, Missouri, described by Kenneth J. Dedrick, LS-2571, on this 6th day of July 2023 as follows:

Commencing at a Copper Weld marking the Southeast corner of said Southeast Quarter; thence North 02°29'14" East (This and all of the following bearings are based on the Missouri State Plane System, 1983, West Zone) on the East line of said Southeast Quarter, a distance of 1152.05 feet (all dimensions are in U.S. Survey feet) to a point on the South line of a Missouri Warranty Deed, as filed in Book 1481, at Page 126; thence North 87°25'01" West on said South line, a distance of 396.00 feet to a 1/2" Rebar with 214F Cap marking the Southwest corner of said Missouri Warranty Deed; thence continuing North 87°25'01" West on the South line of said Corporation Warranty Deed, a distance of 204.36 feet to a point; thence North 02°34'59" East normal to said South line, a distance of 15.06 feet to the **POINT OF BEGINNING**; thence North 03°30'25" East, a distance of 399.71 feet to the **Point of Terminus**.

The data used to create this description was gathered by field survey on May 25, 2023 (KVE project C23_1718); the exterior lines of this Easement shall be extended or truncated as necessary to form a closed figure at all angle points. Containing 3,997 square feet or 0.092 acres more or less of usable area.

End of Description

State of Missouri

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Missouri, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.

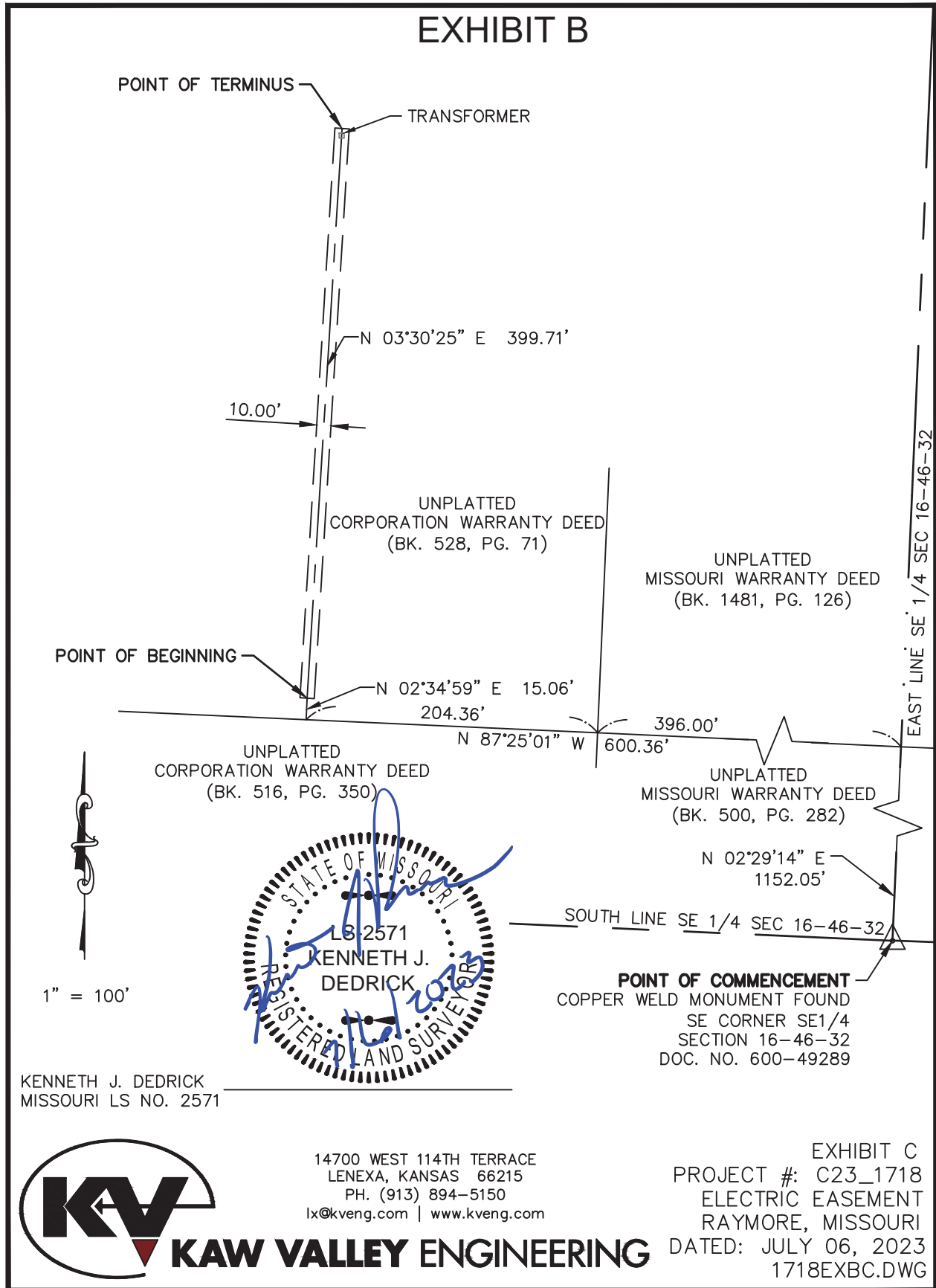


7/6/23 4:09 PM

Kenneth J. Dedrick LS-2571

Date

EXHIBIT B



\\VMLX-FILE\Projects\C23_1718\C3D21\SUR\1718EXBC.dwg, 7/6/2023 10:57:05 AM, DeWitt

Park Ln

400

10' Easement



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: October 9, 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 type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3845: Budget Amendment FY2023 Operating Adjustments

STRATEGIC PLAN GOAL/STRATEGY

4.3.2: Establish a strong connections between the budget and the strategic plan

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#: 01, 03, 04, 36, 45, 47, 50

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

During Fiscal Year 2023, the following operating transactions occurred that require budget amendments. Finance staff has accumulated these items to be addressed as a single budget amendment.

1. The Stormwater Department had additional expenditures associated with emergency storm repairs on S. Sunset. \$75,000 General Fund
2. The Police Department had additional expenditures associated with: tasers, in car cameras and body cameras. \$42,778 General Fund; \$26,282 VERP Fund
3. General Fund available fund balance was transferred to the restricted fund for legal and professional services related to fighting the threatened Landfill that will be used for FY23 and FY24 expenses. \$355,000
4. General Fund available fund balance was transferred to the Capital Improvement Sales Tax Fund for improvements to the police firing range. \$400,000
5. Restricted Funds set aside in FY2019 for Johnston Drive were transferred to the Transportation Fund for the Johnston Drive Extension project that commenced in FY2023. \$54,750
6. Restricted Funds set aside for the Growth Management Plan were used for professional services related to the City's Comprehensive Plan. \$55,000
7. There were emergency repairs to Johnston Parkway paid for from the Capital Improvement Sales Tax Fund as well as repairs to the permeable paver crosswalks at Sunset and at Huntsman. \$73,000
8. The Communications Department requested to transfer Arts Commission funds to the Restricted Fund for a future lease payment for public art. \$1,500
9. The Parks & Recreation Department made electrical improvements to athletic fields at Recreation Park for scoreboards. \$29,000
10. The Enterprise Fund purchased more water from KCMO than budgeted due to increased water sales associated with very dry conditions. (Water Sales Revenue + \$500,000, water purchased from KCMO -\$500,000). \$0.00

BILL 3845

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2023 OPERATING BUDGET.”

WHEREAS, the Fiscal Year 2023 budget was adopted by the Raymore City Council; and,

WHEREAS, during 2022-2023, the Stormwater Department of the General Fund had additional expenditures associated with emergency storm repairs; and,

WHEREAS, during 2022-2023, the Police Department of the General Fund had additional expenditures associated with the purchase of tasers and in car cameras; and,

WHEREAS, during 2022-2023, the Police Department of the VERP Fund had expenditures associated with the purchase of body cameras; and,

WHEREAS, during 2022-2023, General Fund available fund balance was transferred to the Restricted Revenue Fund to pay for expenses associated with fighting the threat of a landfill on the northern border of the city; and to the Capital Improvement Sales Tax Fund for the police firing range improvements; and,

WHEREAS, during 2022-2023, Restricted Revenue Funds were transferred to the Transportation Fund for the Johnston Drive Extension project that began in FY 2023; and,

WHEREAS, during 2022-2023, Restricted Revenue Funds were used for professional services for the City’s Comprehensive Plan; and,

WHEREAS, during 2022-2023, there were emergency repairs to Johnston Parkway as well as the crosswalks at both Sunset and Huntsman and they were paid for from the Capital Improvement Sales Tax Fund; and,

WHEREAS, during 2022-2023, the Communications Department requested to move Arts Commission budget to the Restricted Revenue Fund to save for a two-year lease of public art; and,

WHEREAS, during 2022-2023, the Parks and Recreation Department made electrical improvements to athletic fields at Recreation Park for scoreboards paid from the Parks Sales Tax Fund; and,

WHEREAS, during 2022-2023, the Enterprise Fund had additional commodity expenses for water purchase due to an increased amount of water sales; and,

WHEREAS, staff recommends amending the FY 2023 Operating Budget.

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

Section 1. That the City of Raymore Fiscal Year 2023 Operating Budget is amended as follows:

<u>Revenue</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
Enterprise Fund Water Sales (50)	\$4,032,596	\$4,532,596	\$500,000

<u>Interfund Transfers</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
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In:

Restricted Revenue Fund (04)	\$1,132,000	\$1,488,500	\$356,500
CIST (45)	\$656,327	\$1,056,327	\$400,000
Transportation Fund (36)	\$500,000	\$554,750	\$54,750

Out:

Restricted Revenue Fund (04)	\$0.00	\$54,750	\$54,750
General Fund (01)	\$1,961,327	\$2,717,827	\$756,500

<u>Expenditures</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
General Fund - Storm (01-09)	\$345,652	\$420,652	\$75,000
General Fund - Police (01-15)	\$4,663,706	\$4,706,484	\$42,778
VERP - Police (03)	\$99,036	\$125,318	\$26,282
Transportation Fund (36)	\$2,730,200	\$2,784,950	\$54,750
Restricted Revenue Fund (04)	\$350,370	\$655,370	\$305,000
CIST Fund (45)	\$1,595,528	\$2,068,528	\$473,000

Parks Sales Tax Fund (47)	\$981,000	\$1,010,000	\$29,000
Enterprise Fund (50-20)	\$2,233,165	\$2,733,165	\$500,000

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 9TH DAY OF OCTOBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF OCTOBER, 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

New Business

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, OCTOBER 16, 2023, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE III, ENGERT, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Development Update

Economic Development Director Jordan Lea provided an update on the need for a childcare facility to encourage workforce participation and primarily serve the employees of the Raymore Commerce Center. Ms. Lea provided an overview of an ideal childcare facility, community partners, and the potential avenues and assistance the City could provide to support the project in the future.

B. Fiscal Year 2023-24 Budget

The City Council was given the opportunity to discuss the City Manager's Proposed FY 2024 budget. No discussion was heard.

C. Other

The work session of the Raymore City Council adjourned at 6:25 p.m.