

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, January 22, 2024
6:00 p.m.

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

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

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

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

- A. City Council Meeting Minutes, January 8, 2024 (pg 23)
- B. Appointments and Affirmations of Membership to Incentive District Boards

Reference: - Resolution 24-01 (pg 31)

Because the timing of the expiration of the City CID and TDD board terms varies based on when the District was formed, in the past, City staff has brought forward a Resolution for approval which makes all the board appointments to all the Districts for the upcoming year. The Resolution shows each of the members currently serving on the boards, even if the

members are not being re-appointed, in order for the City Council to better track who is serving on the various boards.

C. Hunter's Glen Storm Repair Project - Acceptance and Final Payment

Reference: - Resolution 24-04 (pg 35)

The Assistant City Engineer has determined that the project has been satisfactorily completed in accordance with the project specifications.

9. Unfinished Business - Second Reading

A. Award of Contract - Rec Park Trail Repairs

Reference: - Agenda Item Information Sheet (pg 39)
- Bill 3862 (pg 41)
- Contract (pg 43)

Staff recommends award of contract to TC Fuller Construction for repairs near the southeast corner and next to the playground on the Recreation Park Trail as identified in the trails inventory.

- | |
|--|
| <ul style="list-style-type: none">• City Council, 01/08/2024: Approved 6-0• Parks and Recreation Board, 11/14/2023: Approved 60 |
|--|

10. New Business - First Reading

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

Reference: - Agenda Item Information Sheet (pg 81)
- Annual Reports (pg 83)

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

B. Award of Contract - Heritage Hills Streetlight Installation

Reference: - Agenda Item Information Sheet (pg 87)
- Bill 3873 (pg 89)
- Proposal (pg 91)

This project calls for the installation of 12 new streetlights in Heritage Hills. Staff is recommending the award of this contract to Black & McDonald.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss litigation matters 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

January 2024

ENGINEERING DIVISION

Projects Under Construction

- Police Firing Range Improvements
- Johnston Drive Dean Avenue to Harmon Drive

Development Under Construction

- Madison Valley Phase 3
- Ascend
- Eastbrooke 4th Plat

OPERATIONS & MAINTENANCE DIVISION

- 22 City Hall Work Orders
- 1 Driveway Inspections
- 0 Final ROW Inspections
- 60 Locates
- 42 Service Requests
- 1 Sewer Inspections
- 1 Sidewalk Inspections
- 1 Curb Inspections
- 11 Water Taps
- 11 Water Inspections
- Prepped vehicles and equipment for winter event
- Made salt brine
- Cleaned and upfitted snow equipment
- Picked up signage at Dean Ave & Hubach Hill Rd
- Bi-monthly water samples completed
- Activated new water meters
- Ordered 100 tons of salt to refill salt dome
- Cleaned and unloaded snow equipment off vehicles
- Snow stand by
- Salt brined streets city wide
- Salted streets city wide
- Snow plowed streets city wide
- Winter event 1/05/24-1/06/24
- Winter event 1/08/24-1/10/24
- Winter event 1/11/24
- Equipment maintenance
- Received 100 tons of salt for restocking salt dome
- Picked up parts from Knapheide for plow trucks



MONTHLY REPORT

December 2023 / January 2024

Monthly Highlights

- Opening day of youth basketball games were Saturday, Dec. 2. This year's league has over 370 athletes making a total of 42 overall teams.
- The Mayor's Tree Lighting was Friday, Dec. 1 at T.B. Hanna Station. Event. The annual event activities included pictures with Santa, hot chocolate, ice skating and lots of family fun! The Mayor's Tree Lighting is sponsored by Community Bank of Raymore and Raymore-Peculiar Sunrise Optimists Club.
- The Rink at T.B. Hanna Station officially opened for the season during the Mayor's Tree Lighting on Dec. 1. Rink hours are posted on our website at www.raymore.com/parks.
- Athletic Coordinator Nick Cook and Recreation Superintendent Todd Brennon met with students at the LEAD Center about future projects.
- Bases were pulled from all baseball/softball fields for the winter.
- Electrical work began in early December for installation of the new scoreboards. The work is nearly complete and will be ready for opening day of the baseball/softball complex this spring.
- Interviews for the Business Development Coordinator were held in December. Candice Mangum was hired for the position and began her new position on January 2nd.
- The Mayor's Coat Drive wrapped up at the end of December. People were able to drop off new and gently used coats and cold weather accessories at City Hall and Centerview during regular business hours or at the Raymore Police Department any time. A truckload of items were donated to Fishes and Loaves in Raymore.
- The Parks and Recreation Board met in a Special Meeting on Dec. 12 to review and accept a fee in lieu of parkland dedication.
- Parks and Recreation Director Nathan Musteen and Development Services Director David Gress met with members of the Historical Society onsite at the museum in December to gather photos and bits of Raymore history to include in the comprehensive master plan.
- Recreation Coordinator Corinne Harkins met with Bodies Race Company to plan for the upcoming Spring Soar 5K that will be held March 2 at Hawk Ridge Park.
- Athletic Coordinator Nick Cook ordered uniforms for the upcoming Social Basketball Experience sponsored by Scheels Sporting Goods.
- The Raymore City Council and the Parks and Recreation Board met in a joint work session as staff presented a comprehensive plan for repairs to the trail system.
- Park Maintenance crews painted interior walls at Centerview.





- As a part of the snow plow emergency crew, the Park Maintenance staff have worked to clear roads and facilities when inclement weather arrives.
- Athletic Coordinator Nick Cook and Recreation Superintendent Todd Brennon met with the Raymore-Peculiar School District to discuss gym usage through the end of the basketball season and for future programming usage.
- Parks administrative staff hosted a pre-bid meeting for the construction of pickleball courts at Recreation Park and a basketball court at Hawk Ridge Park on January 3. Bids were received on January 10.
- Parks and Recreation Director Nathan Musteen and Economic Development Director Jordan Lea met with staff of Youth Scoreboards to discuss advertising opportunities.
- Recreation Superintendent Todd Brennon and Parks and Recreation Director Nathan Musteen attended the opening session for the Certified Public Manager Course.
- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo attended the Shade Tree Arborist Conference in Manhattan, Kansas.

Facility Use for the Month

December:

Centerview

Emerald Club Meeting
3 HOA Meeting
Live Wires monthly Square Dance
Baby Shower
3 Celebration of Life
Gender Reveal Party
Graduation Party
Christmas Shop
Birthday Party
NARFE Meeting, Police Taser Training
Square Dance Lessons, Bunco, Bridge

RAC

Galaxy Volleyball Club Rental

The RInk

5 Facility Rentals

January:

Centerview

1 HOA Meeting
Live Wires monthly Square Dance
Birthday Party
Baby Shower
MILO Training
Police Training
Car Seat Installation Training
CERT Meeting
Yoga, Bunco, Bridge
Painting Class

RAC

Galaxy Volleyball Club Rental

The RInk

1 Facility Rentals



Enjoy music, dancing, games, a chocolate fountain and a photo booth!



Family Valentine's Dance

Saturday, Feb. 10
6-8 p.m. at the RAC

Ages: 4-12

Cost: \$50 for 4 tickets
or \$15/person



SPRING SOAR 5K at Hawk Ridge Park

Saturday, March 2 at 8 a.m.

\$35 Early Bird (register by 1/31)

\$45 Standard (register by 2/23)

\$55 Late Registration (runs through event start)

Join us for the Spring Soar 5K where you will fly through the scenic Hawk Ridge Park and surrounding community, immersed in the beauty of spring. And don't forget your little ones! Our "Hawks Nest Hustle" offers a 1-mile adventure for the budding runners, promising a day of family fitness and fun!

SHOP FROM 50 LOCAL ARTISANS, CRAFTERS AND SMALL BUSINESS OWNERS!



Saturday, March 9
10 a.m. - 2 p.m.

**FREE
ADMISSION!**

SPRING CRAFT SHOW

Raymore Activity Center
1011 S. Madison St.

Interested in being a vendor? Vendor spaces will fill quickly. Contact us to reserve your spot at CHarkins@Raymore.com. Learn more at www.raymore.com/parks or find us on Facebook @RaymoreParksAndRec





FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period December 1, 2023 to December 31, 2023.

December Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

16.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 24.04% 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 as expected with the majority of the budgeted revenue expected by February 2024.
- Franchise Tax revenues are tracking below straight line at 13.27%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking above straight line budget at 16.96%. City sales taxes are at 16.5% while state shared gasoline and vehicle taxes are at 18.39%.
- Fees and Permit revenues collected are tracking above straight line budget at 17.65%. There are 11 detached single family and 24 attached single family residential building permits issued out of the 135 budgeted starts. In addition, we have issued 5 commercial building permits.
- License revenues collected are tracking above straight line budget at 59.45%. 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 spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are slightly above straight line budget at 17.99%. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

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

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Emergency Management Department is currently at 18.24% of straight line budget primarily due to the payment of the siren maintenance contract.

Parks & Recreation Fund

Revenue:

Revenues are at 26.5% of budget 16.67% of the way through the year, normal for this time of the year. Staff will monitor all revenue sources closely

Expenditures:

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

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 16.86% 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 | 1,990,045.00 | 1,435,743.10 | 1,438,995.87 | 0.00 | 551,049.13 | 72.31 |
| FRANCHISE TAXES | 0.00 | 0.00 | 0.00 | 2,539,710.00 | 172,033.86 | 336,963.57 | 0.00 | 2,202,746.43 | 13.27 |
| SALES TAXES | 0.00 | 0.00 | 0.00 | 4,707,891.00 | 367,274.43 | 798,685.88 | 0.00 | 3,909,205.12 | 16.96 |
| FEES AND PERMITS | 0.00 | 0.00 | 0.00 | 645,897.00 | 18,402.32 | 113,995.84 | 0.00 | 531,901.16 | 17.65 |
| LICENSES | 0.00 | 0.00 | 0.00 | 128,292.00 | 35,945.00 | 76,268.00 | 0.00 | 52,024.00 | 59.45 |
| MUNICIPAL COURT | 0.00 | 0.00 | 0.00 | 272,574.00 | 30,063.32 | 49,032.09 | 0.00 | 223,541.91 | 17.99 |
| MISCELLANEOUS | 0.00 | 0.00 | 0.00 | 737,377.00 | 15,342.40 | 29,728.97 | 0.00 | 707,648.03 | 4.03 |
| TRANSFERS - INTERFUND | 0.00 | 0.00 | 0.00 | 2,093,890.00 | 154,680.34 | 309,360.68 | 0.00 | 1,784,529.32 | 14.77 |
| TOTAL NON-DEPARTMENTAL | 0.00 | 0.00 | 0.00 | 13,115,676.00 | 2,229,484.77 | 3,153,030.90 | 0.00 | 9,962,645.10 | 24.04 |
| <u>COVID-19</u> | | | | | | | | | |
| TOTAL REVENUES | 0.00 | 0.00 | 0.00 | 13,115,676.00 | 2,229,484.77 | 3,153,030.90 | 0.00 | 9,962,645.10 | 24.04 |

EXPENDITURE SUMMARY

| | | | | | | | | | |
|---|---------------------|-----------------|--------------------|----------------------|---------------------|---------------------|---------------------|----------------------|---------------|
| NON-DEPARTMENTAL | 0.00 | 0.00 | 0.00 | 373,400.00 | 31,116.67 | 166,551.95 | 0.00 | 206,848.05 | 44.60 |
| ADMINISTRATION | 0.00 | 0.00 | 0.00 | 1,433,703.46 | 121,420.00 | 208,461.31 | 4,646.13 | 1,220,596.02 | 14.86 |
| INFORMATION TECHNOLOGY | 1,963.50 | 780.00 | 1,183.50 | 768,889.40 | 84,601.72 | 204,016.46 | 14,558.98 | 550,313.96 | 28.43 |
| ECONOMIC DEVELOPMENT | 0.00 | 0.00 | 0.00 | 168,601.00 | 9,713.72 | 17,646.95 | 644.18 | 150,309.87 | 10.85 |
| COMMUNITY DEVELOPMENT | 0.00 | 0.00 | 0.00 | 845,427.60 | 74,087.21 | 145,815.74 | 608.72 | 699,003.14 | 17.32 |
| ENGINEERING | 0.00 | 0.00 | 0.00 | 494,015.60 | 36,935.00 | 75,017.45 | 1,523.49 | 417,474.66 | 15.49 |
| STREETS | 0.01 | 0.00 | 0.01 | 897,094.32 | 57,631.08 | 94,024.11 | 15,022.82 | 788,047.39 | 12.16 |
| BUILDING & GROUNDS | 0.00 | 0.00 | 0.00 | 408,592.00 | 41,402.17 | 59,950.22 | 5,075.91 | 343,565.87 | 15.91 |
| STORMWATER | 0.00 | 0.00 | 0.00 | 367,466.00 | 19,853.46 | 42,696.33 | 261.57 | 324,508.10 | 11.69 |
| COURT | 0.00 | 0.00 | 0.00 | 173,948.00 | 12,016.04 | 24,145.13 | 41.57 | 149,761.30 | 13.90 |
| FINANCE | 0.00 | 0.00 | 0.00 | 900,306.92 | 68,277.17 | 132,405.72 | 27,340.13 | 740,561.07 | 17.74 |
| COMMUNICATIONS | 0.00 | 0.00 | 0.00 | 238,283.00 | 23,000.28 | 33,689.52 | 2,745.44 | 201,848.04 | 15.29 |
| PROSECUTING ATTORNEY | 0.00 | 0.00 | 0.00 | 24,400.00 | 2,000.00 | 2,000.00 | 2,000.00 | 20,400.00 | 16.39 |
| POLICE | 10,360.92 | 1,726.00 | 8,634.92 | 4,868,348.08 | 377,161.43 | 725,379.88 | 20,039.39 | 4,122,928.81 | 15.31 |
| EMERGENCY MANAGEMENT | 0.00 | 0.00 | 0.00 | 136,470.00 | 8,340.23 | 24,793.20 | 95.37 | 111,581.43 | 18.24 |
| TOTAL EXPENDITURES | 12,324.43 | 2,506.00 | 9,818.43 | 12,098,945.38 | 967,556.18 | 1,956,593.97 | 94,603.70 | 10,047,747.71 | 16.95 |
| REVENUES OVER/(UNDER) EXPENDITURES | (12,324.43) | 2,506.00 | (9,818.43) | 1,016,730.62 | 1,261,928.59 | 1,196,436.93 | (94,603.70) | (85,102.61) | 108.37 |

25 -PARK FUND
 FINANCIAL SUMMARY

| | PRIOR YEAR ENDING PO BAL. | PRIOR YEAR PO ADJUST. | REMAINING PRIOR YEAR PO BALANCE | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|---|------------------------------|--------------------------|---------------------------------------|---------------------|-------------------|------------------------|----------------------|----------------------|-----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | | | |
| <u>NON-DEPARTMENTAL</u> | | | | | | | | | |
| <u>PARKS DIVISION</u> | | | | | | | | | |
| PROPERTY TAXES | 0.00 | 0.00 | 0.00 | 544,255.00 | 386,476.30 | 387,351.88 | 0.00 | 156,903.12 | 71.17 |
| MISCELLANEOUS | 0.00 | 0.00 | 0.00 | 32,896.00 | 0.00 | 0.00 | 0.00 | 32,896.00 | 0.00 |
| FACILITY RENTAL REVENUE | 0.00 | 0.00 | 0.00 | 17,575.00 | 395.00 | 440.00 | 0.00 | 17,135.00 | 2.50 |
| TRANSFERS - INTERFUND | 0.00 | 0.00 | 0.00 | 650,000.00 | 54,166.67 | 108,333.34 | 0.00 | 541,666.66 | 16.67 |
| TOTAL PARKS DIVISION | 0.00 | 0.00 | 0.00 | 1,244,726.00 | 441,037.97 | 496,125.22 | 0.00 | 748,600.78 | 39.86 |
| <u>RECREATION DIVISION</u> | | | | | | | | | |
| CONCESSION REVENUE | 0.00 | 0.00 | 0.00 | 62,000.00 | 0.00 | 92.75 | 0.00 | 61,907.25 | 0.15 |
| FACILITY RENTAL REVENUE | 0.00 | 0.00 | 0.00 | 33,560.00 | 1,763.00 | 3,038.00 | 0.00 | 30,522.00 | 9.05 |
| PROGRAM REVENUE | 0.00 | 0.00 | 0.00 | 273,225.00 | 945.00 | 1,185.00 | 0.00 | 272,040.00 | 0.43 |
| TOTAL RECREATION DIVISION | 0.00 | 0.00 | 0.00 | 368,785.00 | 2,708.00 | 4,315.75 | 0.00 | 364,469.25 | 1.17 |
| <u>CENTERVIEW</u> | | | | | | | | | |
| FACILITY RENTAL REVENUE | 0.00 | 0.00 | 0.00 | 79,050.00 | 2,433.75 | 4,270.00 | 0.00 | 74,780.00 | 5.40 |
| PROGRAM REVENUE | 0.00 | 0.00 | 0.00 | 9,760.00 | 182.50 | 914.50 | 0.00 | 8,845.50 | 9.37 |
| TOTAL CENTERVIEW | 0.00 | 0.00 | 0.00 | 88,810.00 | 2,616.25 | 5,184.50 | 0.00 | 83,625.50 | 5.84 |
| <u>RAYMORE ACTIVITY CENTER</u> | | | | | | | | | |
| MISCELLANEOUS | 0.00 | 0.00 | 0.00 | 2,505.00 | 0.00 | 0.00 | 0.00 | 2,505.00 | 0.00 |
| CONCESSION REVENUE | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| FACILITY RENTAL REVENUE | 0.00 | 0.00 | 0.00 | 16,825.00 | 177.50 | 1,512.50 | 0.00 | 15,312.50 | 8.99 |
| PROGRAM REVENUE | 0.00 | 0.00 | 0.00 | 219,425.00 | 940.00 | 7,866.00 | 0.00 | 211,559.00 | 3.58 |
| TOTAL RAYMORE ACTIVITY CENTER | 0.00 | 0.00 | 0.00 | 240,755.00 | 1,117.50 | 9,378.50 | 0.00 | 231,376.50 | 3.90 |
| TOTAL REVENUES | 0.00 | 0.00 | 0.00 | 1,943,076.00 | 447,479.72 | 515,003.97 | 0.00 | 1,428,072.03 | 26.50 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | | | |
| PARKS DIVISION | 0.00 | 0.00 | 0.00 | 1,104,449.49 | 79,670.35 | 141,515.69 | 8,911.84 | 954,021.96 | 13.62 |
| RECREATION DIVISION | 570.55 | 0.00 | 570.55 | 380,001.50 | 16,977.33 | 36,725.66 | 1,927.17 | 341,348.67 | 10.17 |
| CENTERVIEW | 0.00 | 0.00 | 0.00 | 141,134.96 | 11,902.43 | 17,207.00 | 1,340.16 | 122,587.80 | 13.14 |
| RAYMORE ACTIVITY CENTER | 0.00 | 0.00 | 0.00 | 301,166.54 | 25,557.78 | 36,069.03 | 2,344.64 | 262,752.87 | 12.75 |
| TOTAL EXPENDITURES | 570.55 | 0.00 | 570.55 | 1,926,752.49 | 134,107.89 | 231,517.38 | 14,523.81 | 1,680,711.30 | 12.77 |
| REVENUES OVER/(UNDER) EXPENDITURES | (570.55) | 0.00 | (570.55) | 16,323.51 | 313,371.83 | 283,486.59 | (14,523.81) | (252,639.27) | 1,647.70 |

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 | 162,300.00 | 1,118.68 | 2,320.42 | 0.00 | 159,979.58 | 1.43 |
| UTILITY REVENUE | 0.00 | 0.00 | 0.00 | 10,662,539.00 | 853,228.94 | 1,822,376.21 | 0.00 | 8,840,162.79 | 17.09 |
| TOTAL NON-DEPARTMENTAL | 0.00 | 0.00 | 0.00 | 10,824,839.00 | 854,347.62 | 1,824,696.63 | 0.00 | 9,000,142.37 | 16.86 |
| <u>COVID-19</u> | | | | | | | | | |
| <u>SRF SEWER BONDS</u> | | | | | | | | | |
| TOTAL REVENUES | 0.00 | 0.00 | 0.00 | 10,824,839.00 | 854,347.62 | 1,824,696.63 | 0.00 | 9,000,142.37 | 16.86 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | | | |
| NON-DEPARTMENTAL | 0.00 | 0.00 | 0.00 | 600,000.00 | 50,000.00 | 100,000.00 | 0.00 | 500,000.00 | 16.67 |
| WATER | 83,576.74 | 0.00 | 83,576.74 | 4,102,849.50 | 266,464.66 | 364,235.74 | 18,158.07 | 3,720,455.69 | 9.32 |
| SEWER | 27,989.33 | 0.00 | 27,989.33 | 4,289,702.50 | 581,867.96 | 550,893.44 | 13,453.55 | 3,725,355.51 | 13.16 |
| SOLID WASTE | 0.00 | 0.00 | 0.00 | 2,107,197.00 | 172,753.65 | 185,383.65 | 0.00 | 1,921,813.35 | 8.80 |
| TOTAL EXPENDITURES | 111,566.07 | 0.00 | 111,566.07 | 11,099,749.00 | 1,071,086.27 | 1,200,512.83 | 31,611.62 | 9,867,624.55 | 11.10 |
| REVENUES OVER/(UNDER) EXPENDITURES | (111,566.07) | 0.00 | (111,566.07) | (274,910.00) | (216,738.65) | 624,183.80 | (31,611.62) | (867,482.18) | 215.55- |

Investment Monthly Report

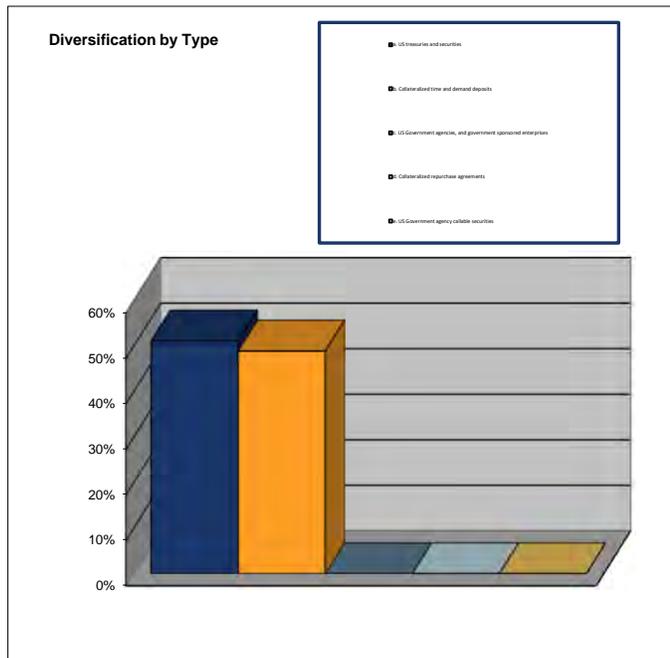
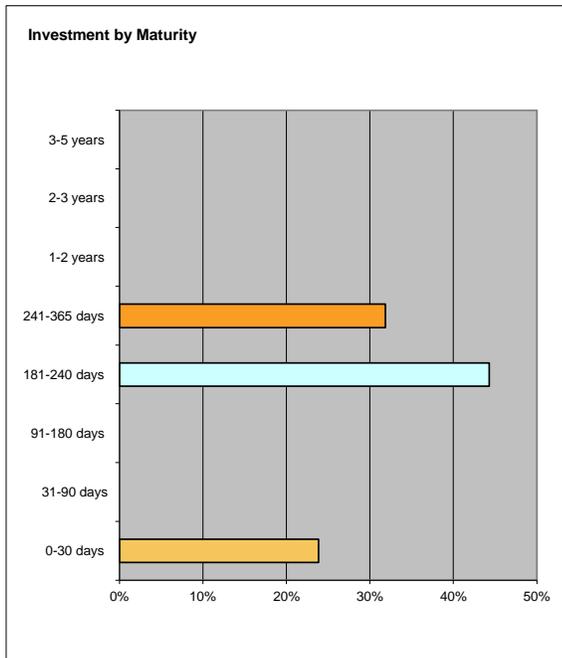
Investments Held at 12/31/2023

| Purchase Date | Receipt # | Institution | Description | Restricted | Maturity Date | Principal | Par ** | Yield | Market* | Premium (Discount) |
|-------------------------|-----------|-------------|---------------------------|----------------|---------------|----------------------|----------------------|--------|----------------------|---------------------|
| 12/21/23 | | CBR | CD | | 12/21/24 | 2,000,000.00 | 2,000,000.00 | 5.1000 | 2,000,000.00 | NA |
| 12/21/23 | | CBR | CD | | 12/21/24 | 2,000,000.00 | 2,000,000.00 | 5.1000 | 2,000,000.00 | NA |
| 10/18/12 | | MOSIP | MOSIP POOLE- GENERAL FUND | | NA | 2,248,799.55 | 2,248,799.55 | 4.1600 | 2,248,799.55 | NA |
| 06/03/16 | | MOSIP | MOSIP POOLE- GENERAL FUND | | NA | 1,077,377.81 | 1,077,377.81 | 4.1600 | 1,077,377.81 | NA |
| 09/01/16 | | MOSIP | MOSIP POOLE- GENERAL FUND | | NA | 1,168,852.76 | 1,168,852.76 | 4.1600 | 1,168,852.76 | 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 | 717,373.06 | 717,373.06 | 0.2000 | 717,373.06 | 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) |
| 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 | | | | | | 18,840,995.06 | 19,346,403.18 | | 18,840,995.06 | (505,408.12) |

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

Average Annual Rate of Return: **4.7564**

** 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 |
|----------|-----------|-------------|-------------|------------|---------------|--------------|--------------|--------|-----------|
| 12/21/22 | 1154210 | NASB | CD | | 12/21/23 | 2,000,000.00 | 2,000,000.00 | 4.5000 | 365.00 |
| 12/21/22 | 1154228 | NASB | CD | | 12/21/23 | 2,000,000.00 | 2,000,000.00 | 4.5000 | 365.00 |

Average Rate of Return on Maturities: **4.50**

December Grant Summary

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

| Current Grant Awards: | Grantor | Award Amt. / Match Required | Eligible Amount Expended to Date | Awards/ Reimbursements Rec'd. to Date | Grant Deadline |
|--|--|-----------------------------|----------------------------------|---------------------------------------|----------------|
| Police: | | | | | |
| State & Community Hwy. Safety Grant - DWI (Oct. 2023 - Sept. 2024) | MoDOT (Traffic & Hwy. Safety Division) | \$11,037 (no match) | \$1,399.52 | \$1,399.52 | 09/30/24 |
| State & Community Hwy. Safety Grant - HMV (Oct. 2023 - Sept. 2024) | MoDOT (Traffic & Hwy. Safety Division) | \$5,750 (no match) | \$1,335.10 | | 09/30/24 |
| Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022) | DOJ | \$5,398 (50% match) | \$6,246.01 | | 08/31/24 |
| Parks: | | | | | |
| | | | | | |
| Emergency Management: | | | | | |
| Emergency Mgmt. Performance Grant - 2024 (July 2023 - June 2024) | FEMA | \$32,008.28 (50% match) | \$15,299.58 | \$8,020.53 | 06/30/24 |
| 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 |

| Past Grant Awards: | Grantor | Award Amount / Match Req'd. | Eligible Amount Expended to Date | Awards/ Reimbursements Rec'd. to Date | Grant Deadline |
|--------------------|---------|-----------------------------|----------------------------------|---------------------------------------|----------------|
|--------------------|---------|-----------------------------|----------------------------------|---------------------------------------|----------------|

December Grant Summary

| | | | | | |
|--|--|--------------------|------------|------------|----------|
| 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 |

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JANUARY 8, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, AND HOLMAN. 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. Councilmembers Forster and Townsend were absent.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

Jim Haddock, 909 Wesley Circle, asked the Council to vote no on Bill 3871 Placing the Use Tax on the April 2, 2024 ballot in order to allow staff to formulate a better plan than the previous attempts to pass the use tax. He provided estimates of the amount per household the use tax could cost and estimated sales tax information.

6. Staff Reports

Development Services Director David Gress reviewed the staff report included in the packet. He reviewed items coming before the Planning and Zoning Commission.

Chief of Police Jim Wilson discussed citizen reporting options, the process of publishing the weekly police blotter, and the weekly update provided to the Council. He answered questions from Council.

City Manager Jim Feuerborn noted that there would be no work session on January 15 as it is Martin Luther King Jr. Day and announced a possible meeting on January 29.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, December 11, 2023

B. Resolution 24-02: Appointment of Patrick Kies to the Park Board

C. Resolution 24-03: Acceptance of Public Improvements - Knoll Creek 2nd Plat

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

DISCUSSION: None

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Aye |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Forster | Absent |
| | Councilmember Holman | Aye |
| | Councilmember Townsend | Absent |

9. Unfinished Business

A. Calling for April 2, 2024 Municipal Election

BILL 3869: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 2, 2024."

City Clerk Erica Hill conducted the second reading of Bill 3869 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the second reading of Bill 3869 by title only.

DISCUSSION: None

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Aye |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Forster | Absent |
| | Councilmember Holman | Aye |
| | Councilmember Townsend | Absent |

Mayor Turnbow announced the motion carried and declared Bill 3869 as **Raymore City Ordinance 2024-001**.

B. Placing an Online Use Tax on the April 2, 2024 Election Ballot

BILL 3871: "AN ORDINANCE AUTHORIZING AND DIRECTING SUBMISSION TO THE VOTERS OF THE CITY OF RAYMORE, MISSOURI, AT THE ELECTION OF APRIL 2, 2024, THE PROPOSAL TO AUTHORIZE THE IMPOSITION OF A USE TAX FOR GENERAL REVENUE PURPOSES AT A RATE EQUAL TO THE CURRENT SALES TAX RATE OF 2.50% IN THE CITY OF RAYMORE, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3871 by title only.

Councilmember Abdelgawad asked to allow staff to provide information in rebuttal to the personal appearance.

City Manager Jim Feuerborn stated that staff has not presented the details of the campaign to the Council and that the ballot question has not been filed with the County. The discussion regarding the campaign will be a topic at the next work session. He noted there are a number of large square footage industrial warehouses purchasing items from out of state, not only residences that would contribute to the use tax totals. Staff has identified significant needs for the use tax revenue. This is not additional revenue, it is lost revenue that the city needs to provide essential services.

Councilmember Barber asked if a household doesn't buy anything online, how much would the use tax cost them. Mr. Feuerborn answered zero.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the second reading of Bill 3871 by title only.

DISCUSSION: Councilmember Holman noted a staffing study was completed in 2019, and wished to confirm that the report noted that staffing numbers in the Police Department, Parks and Recreation, and Public Works are below the average. Mr. Feuerborn confirmed.

Councilmember Abdelgawad stated the Council doesn't make these decisions lightly and has questioned how to make it work with the staff we have, but as we grow we need more help to operate at the level we are currently operating.

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Aye |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Forster | Absent |
| | Councilmember Holman | Aye |
| | Councilmember Townsend | Absent |

Mayor Turnbow announced the motion carried and declared Bill 3871 as **Raymore City Ordinance 2024-002.**

C. Award of Contract - Dean Avenue Meter Replacement

BILL 3859: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION FOR THE DEAN AVENUE METER REPLACEMENT PROJECT, CITY PROJECT NUMBER 23-899-501, IN THE AMOUNT OF \$78,330 AND AUTHORIZING THE CITY MANAGER TO

APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

City Clerk Erica Hill conducted the second reading of Bill 3859 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the second reading of Bill 3859 by title only.

DISCUSSION: None

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Aye |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Forster | Absent |
| | Councilmember Holman | Aye |
| | Councilmember Townsend | Absent |

Mayor Turnbow announced the motion carried and declared Bill 3859 as **Raymore City Ordinance 2024-003.**

D. Budget Amendment - Dean Avenue Meter Replacement

BILL 3860: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2024 CAPITAL BUDGET TO PROVIDE ADDITIONAL FUNDING FOR THE DEAN AVENUE METER REPLACEMENT PROJECT.”

City Clerk Erica Hill conducted the second reading of Bill 3860 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the second reading of Bill 3860 by title only.

DISCUSSION: None

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Aye |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Forster | Absent |
| | Councilmember Holman | Aye |
| | Councilmember Townsend | Absent |

Mayor Turnbow announced the motion carried and declared Bill 3860 as **Raymore City Ordinance 2024-004.**

E. Award of Contract - Trozzolo Communications Group

BILL 3872: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TROZZOLO COMMUNICATIONS GROUP FOR PUBLIC RELATIONS AND COMMUNICATIONS SERVICES RELATED TO THE CITY'S LANDFILL OPPOSITION EFFORTS."

City Clerk Erica Hill conducted the second reading of Bill 3872 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the second reading of Bill 3872 by title only.

DISCUSSION: None

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Aye |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Forster | Absent |
| | Councilmember Holman | Aye |
| | Councilmember Townsend | Absent |

Mayor Turnbow announced the motion carried and declared Bill 3872 as **Raymore City Ordinance 2024-005.**

10. New Business

A. Award of Contract - Rec Park Trail Repairs

BILL 3862: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TC FULLER CONSTRUCTION LLC FOR THE RECREATION PARK TRAIL REPAIR, PROJECT NUMBER 23-436-201, IN THE AMOUNT OF \$50,480 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3862 by title only.

Parks and Recreation Director Nathan Musteen reviewed the information included in the Council packet. This project involves repairs to the Rec Park Trail in the southeast corner and a portion of trail next to the playground areas, both of which have been identified as areas to address in the trails inventory. Seven bids were received for the Rec Park Trail Repair project on October 25, 2023. TC Fuller Construction LLC was determined to be the lowest and best bidder. Staff recommends the contract be awarded to TC Fuller Construction in the amount of \$50,480.

City Manager Jim Feuerborn stated this project is not in conflict with the rapidly moving comprehensive trail improvement project.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 3862 by title only.

DISCUSSION: None

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Aye |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Forster | Absent |
| | Councilmember Holman | Aye |
| | Councilmember Townsend | Absent |

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked Mr. Haddock for speaking this evening, thanked Mr. Kies for volunteering, and thanked the crews clearing the streets.

Councilmember Engert thanked staff and Council for their support during his illness the last couple of months.

Councilmember Burke stated that his family shared a meal with service members at the southern border over the holidays.

Councilmember Baker noted Raymore resident Luke Grimm was elected to the Associated Press All Bowl Team for his wide receiver efforts for the University of Kansas .

Mayor Turnbow asked for a moment of silence for the passing of Associate Judge Jeff Cox.

Mayor Turnbow provided a statement noting the importance of local taxes and the vital services they provide, such as police, public works, and parks and recreation. He reviewed the decreases of wireless franchise fees and landline franchise fees of more than \$2,500,000 and the multiple bills in the Missouri legislature aimed at cutting taxes on food sales and personal property taxes, and stated the use tax would be applied to online and out-of-state purchases. The City has limited resources, including our employees, which have been stretched thin in the areas of police, public works, and parks and recreation. A use tax would stay locally and would make a significant difference in allowing us to staff those departments to appropriate standards.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to adjourn to Executive Session to discuss litigation matters and personnel matters as authorized by §610.021(1)(3).

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

The regular meeting of the Raymore City Council adjourned to Executive Session at 6:42 p.m.

13. Adjournment

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

DISCUSSION: None

| | | |
|--------------|--------------------------|--------|
| VOTE: | Councilmember Abdelgawad | Aye |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Forster | Absent |
| | Councilmember Holman | Aye |
| | Councilmember Townsend | Absent |

The regular meeting of the Raymore Council adjourned at 7:52 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 24-01

“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, DESIGNATING MEMBERS TO SERVE ON THE BOARDS OF DIRECTORS OF THE FOXRIDGE COMMUNITY IMPROVEMENT DISTRICT, THE HUBACH HILL ROAD AND NORTH CASS PARKWAY COMMUNITY IMPROVEMENT DISTRICT, THE JETER FARM COMMUNITY IMPROVEMENT DISTRICT, THE RAYMORE GALLERIA COMMUNITY IMPROVEMENT DISTRICT, THE 58 HIGHWAY REGIONAL MARKET CENTER COMMUNITY IMPROVEMENT DISTRICT, THE HUBACH HILL ROAD AND NORTH CASS PARKWAY TRANSPORTATION DEVELOPMENT DISTRICT, THE BELTON/RAYMORE INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT, THE FOXWOOD VILLAGE SHOPS COMMUNITY IMPROVEMENT DISTRICT, AND THE 58 HIGHWAY AND DEAN AVENUE COMMUNITY IMPROVEMENT DISTRICT FOR ONE YEAR PERIODS DESIGNATED HEREIN BEGINNING IN 2024.”

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

WHEREAS, by adoption of this Resolution, the City desires to designate the members that will serve on the boards of directors of the Districts for the one year periods designated below, all of which periods begin during the calendar year 2024; and,

WHEREAS, for any member of any of the boards of directors whose term has expired, or will expire during 2024, this Resolution shall serve to appoint the member for a new term, for a length of time indicated in parenthesis behind the member’s name; and,

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

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

Section 1. Foxridge Community Improvement District. The following individuals shall serve as Directors for the period March 31, 2024 through March 30, 2025:

- A. Jordan Lea (current term is March 31, 2021 through March 30, 2025)
- B. Ryan Murdock (current term is March 31, 2023 through March 30, 2027)
- C. David Gress (current term is March 31, 2023 through March 30, 2027)
- D. Elisa Williams (current term is March 31, 2021 through March 30, 2025)
- E. Erica Hill (current term is March 31, 2021 through March 30, 2025)

Section 2. Hubach Hill Road and North Cass Parkway Community Improvement District. The following individuals shall serve as Directors for the period July 14, 2024 through July 13, 2025:

- A. Jordan Lea (current term is July 14, 2022 through July 13, 2026)
- B. Ryan Murdock (new term of July 14, 2024 through July 13, 2028)
- C. David Gress (new term of July 14, 2024 through July 13, 2028)
- D. Elisa Williams (current term is July 14, 2022 through July 13, 2026)
- E. Erica Hill (current term is July 14, 2022 through July 13, 2026)

Section 3. Jeter Farm Community Improvement District. The following individuals shall serve as Directors for the period July 22, 2024 through July 21, 2025:

- A. Matt Cox (new term of July 22, 2024 through July 21, 2028)
- B. Ryan Murdock (current term is July 22, 2022 through July 21, 2026)
- C. Elisa Williams (current term is July 22, 2022 through July 21, 2026)
- D. Chris Hotop (new term of July 22, 2024 through July 21, 2028)
- E. John States (current term is July 22, 2022 through July 21, 2026)

Section 4. Raymore Galleria Community Improvement District. The following individuals shall serve as Directors for the period July 23, 2024 through July 22, 2025:

- A. Steve Caffey (new term of July 23, 2024 through July 22, 2028)
- B. Amy Ehlers (current term is July 23, 2022 through July 22, 2026)
- C. Ryan Murdock (current term is July 23, 2022 through July 22, 2026)
- D. Jordan Lea (new term of July 23, 2024 through July 22, 2028)
- E. Angie Rogers (current term is July 23, 2022 through July 22, 2026)
- F. Elisa Williams (current term is July 23, 2022 through July 22, 2026)

Section 5. 58 Highway Regional Market Center Community Improvement District. The following individuals shall serve as Directors for the period August 28, 2024 through August 27, 2025:

- A. Denise Armentrout (new term of August 28, 2024 through August 27, 2028)
- B. David Cosentino (current term is August 28, 2022 through August 27, 2026)
- C. Ryan Murdock (new term of August 28, 2024 through August 27, 2028)

- D. Elisa Williams (new term of August 28, 2024 through August 27, 2028)
- E. Robert Vigliaturo (current term is August 28, 2022 through August 27, 2026)

Section 6. Hubach Hill Road and North Cass Parkway Transportation Development District. The following individuals shall serve as Directors for the period September 15, 2024 through September 14, 2025, subject to the election by the qualified voters within the District:

- A. Jordan Lea (current term is September 15, 2022 through September 14, 2025)
- B. Ryan Murdock (current term is September 15, 2023 through September 14, 2026)
- C. David Gress (current term is September 15, 2023 through September 14, 2026)
- D. Elisa Williams (current term is September 15, 2022 through September 14, 2025)
- E. Erica Hill (new term of September 15, 2024 through September 14, 2027)

Section 7. Belton/Raymore Interchange Transportation Development District. The following individuals shall serve as Directors for the period November 21, 2024 through November 20, 2025:

- A. Gilbert Good as the Raymore Nominated Advisory Director (new term of November 21, 2024 through November 20, 2025)
- B. The person holding the office of Mayor Pro-Tem is the Raymore Appointed Director (new term of November 21, 2024 through November 20, 2025)

Section 8. Foxwood Village Shops Community Improvement District. The following individuals shall serve as Directors for the period November 24, 2024 through November 23, 2025:

- A. Ryan Murdock (current term is November 24, 2021 through November 23, 2025)
- B. Elisa Williams (current term is November 24, 2021 through November 23, 2025)
- C. Kristofer Turnbow (new term of November 24, 2024 through November 23, 2028)
- D. Matthew Mitchell (current term is November 24, 2021 through November 23, 2025)
- E. There will be one vacant seat for the term of November 24, 2024 through November 23, 2028

Section 9. 58 Highway and Dean Avenue Community Improvement District. The following individuals shall serve as Directors for the period November 2, 2024 through November 1, 2025:

- A. Justin Kaufmann (new term of November 2, 2024 through November 1, 2028)

- B. Ryan Murdock (new term of November 2, 2024 through November 1, 2028)
- C. Adam Lyngar (current term is November 2, 2022 through November 1, 2026)
- D. Jordan Lea (current term is November 2, 2022 through November 1, 2026)
- E. Elisa Williams (current term is November 2, 2022 through November 1, 2026)

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

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

DULY READ AND PASSED THIS 22ND DAY OF JANUARY, 2024 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

RESOLUTION 24-04

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE HUNTER'S GLEN STORM REPAIR PROJECT."

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

WHEREAS, the Assistant City Engineer determined the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The Hunter's Glen Storm Repair Project is accepted.

Section 2. The final payment in the amount of \$10,255.15 is approved.

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

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

DULY READ AND PASSED THIS 22ND DAY OF JANUARY, 2024 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

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 8, 2024

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 3862: Award of Contract - Rec Park Trail Repairs

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2.3: Value and protect natural resources and green spaces

FINANCIAL IMPACT

| | |
|-----------------------------|----------------------------|
| Award To: | TC Fuller Construction LLC |
| Amount of Request/Contract: | \$50,480.00 |
| Amount Budgeted: | \$150,000.00 |
| Funding Source/Account#: | Park Sales Tax Fund 47 |

PROJECT TIMELINE

| Estimated Start Date | Estimated End Date |
|----------------------|--------------------|
| January 2024 | March 2024 |

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

| | |
|------------------------------|----------------------------|
| Name of Board or Commission: | Parks and Recreation Board |
| Date: | November 14, 2023 |
| Action/Vote: | 6-0 |

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project involves repairs to the Rec Park Trail in the southeast corner and a portion of trail next to the playground area. Both areas have been identified as areas to address in the trails inventory.

Bids were received for the Rec Park Trail Repair project on October 25, 2023:

| | Base Bid | Alt 1 | Total |
|-----------------------------|----------|----------|-----------|
| TC Fuller Construction | \$24,500 | \$25,980 | \$50,480 |
| Legacy Underground | \$34,725 | \$34,834 | \$69,559 |
| McConnell & Associates | \$44,500 | \$55,522 | \$100,022 |
| Terry Snelling Construction | \$54,123 | \$41,575 | \$95,698 |
| Freeman Construction | \$55,825 | \$45,405 | \$101,230 |
| Tandem Paving | \$59,028 | \$37,972 | \$97,000 |
| I-Solutions | \$60,563 | \$42,729 | \$103,292 |

TC Fuller Construction LLC is the lowest and best bidder. Staff recommends the contract for the Rec Park Trail Repair Project to be awarded to TC Fuller Construction in the amount of \$50,480.

BILL 3862

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TC FULLER CONSTRUCTION LLC FOR THE RECREATION PARK TRAIL REPAIR, PROJECT NUMBER 23-436-201, IN THE AMOUNT OF \$50,480 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Recreation Park Trail Repair Project was included in the FY2023 Capital Budget; and,

WHEREAS, bids for this project were received on October 25, 2023; and,

WHEREAS, TC Fuller Construction LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$50,480.00 with TC Fuller Construction LLC for the Recreation Park Trail Repair Project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 8TH DAY OF JANUARY, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF JANUARY, 2024, 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

Rec Park Trail Repairs

This Contract for the Rec Park Trail Repairs, hereafter referred to as the **Contract** is made this 22nd day of January, 2024, between TC Fuller Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 35702 E State Route B, Garden City, MO 64747, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of January 22, 2024 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 23-436-201 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 **60** 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 \$50,480.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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)

TC FULLER CONSTRUCTION LLC

By: Tina Fuller Tina Fuller

Title: Owner

Attest: Charles Fuller Charles Fuller

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Rec Park Trail Repairs

ANTICIPATED SCOPE OF SERVICES:

The 2023 Rec Park Trail Repair Project primarily includes the installation of new concrete sidewalk and grading work in the vicinity. Other work includes the installation of a lite duty field inlet that will be connected to the existing system as well as riprap installation to help with minor erosion.

1. SPECIFICATIONS WHICH APPLY

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, latest edition. 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. All equipment and material not covered by APWA, the City's Technical Specifications or MODOT's Standard Specifications for Highway Construction Manual are included following this sheet. *Where the standards are in conflict, the more stringent criteria shall apply.*

2. PROJECT AWARD

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

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

prices bid on the contract for any items because of increase, reduction or deletion.

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **60** calendar days of issuance of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. SPECIAL CONDITIONS

- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *10' sidewalk, Installed:* The unit price named in the bid shall be for the Square Foot (SF) of **6" thick** concrete sidewalk installed. The unit price named in the bid shall cover all costs in connection therewith, including cutting, expansion joint material, placement of AB-3 subgrade leveling course as required, installation of new **6" thick** concrete and protection of the new concrete during the curing process. **Concrete shall be an approved KCMMB 4K mixture.** The concrete shall NOT be reinforced with rebar. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. One set of concrete compressive strength cylinders shall be made each week the sidewalk is installed. Four cylinders per test site will be required. Testing & restoration shall be subsidiary to this bid item. **The new concrete trail will be installed on top of the existing asphalt trail. Some additional work may be required to stabilize the edge of the trail.**

Stabilization methods will need to be approved by the city prior to implementation. This work will be considered subsidiary to this line item. The existing asphalt trail will be left in place for the base bid except for at the end of the new concrete trail, where full depth removal of the trail will be required to transition into the old trail with the new 6" concrete trail. This work will be considered subsidiary to this line item. Removal of the asphalt trail in the alternate bid is considered "removal of existing material".

- General Site Grading: The unit price named in the bid shall be for the Square Foot (SF) of grading completed onsite. This item will be paid per plan quantity. The work provided herein will not be measured for payment but will be considered a plan quantity. Exceptions will be made on a measured quantity basis as defined in the applicable specification for the described. The goal of this item is to create positive drainage away from the trail and to lower the grade slightly so that the trail no longer holds water. **This project will not be accepted until the city confirms that the grading is adequate to ensure the water drains away from the trail and towards the creek. Ponding water will not be allowed. The contractor will not be responsible for supplying any additional material for this line item.**
- Riprap, Installed: Riprap shall be paid at the unit bid price per square foot installed. Measurement will be parallel to sloping surfaces. The unit bid price shall include all labor, equipment and materials required to place riprap as per plan location and detail and is to be verified in the field with The City. The thickness of the riprap shall be 18" to the plan and detail dimension. The rock used shall have a D_{50} of 6". Filter fabric shall be installed and considered subsidiary to this line item.
- Field Inlet, connected and Installed: Field Inlet shall be paid at the unit bid price per each installed and connected to the existing system. The Field inlet shall be 9 in NDS square catch basin or approved equal. The unit bid price shall include all labor, equipment and materials required to install and connect the inlet as per plan location and specifications.
- *Site Restoration/Hydroseeding*: The unit price named in the bid shall be for the Lump Sum (LS) of the site restoration/ hydroseeding. The site shall be restored to pre-construction quality. Hydroseeding shall be performed in conformance with KC APWA section 2404. A 4" deep layer of topsoil shall be considered subsidiary to all areas requiring soil as part of the site restoration. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in

diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of a suitable seedbed. **Regardless of what season of the year the project is awarded, acceptance of this project and release of final payment will not occur until vegetation is established.**

- **Removal of Existing Material:** The unit price named in the bid shall be for the Square Foot (SF) of existing material removed onsite. This item will be paid per plan quantity. The work provided herein will not be measured for payment but will be considered a plan quantity. Exceptions will be made on a measured quantity basis as defined in the applicable specification for the described. This item includes the removal of the existing asphalt trail in bid alternate 1 as well as any excavation needed to install the 6" concrete trail in the new location. All backfill and associated work to bring areas back to the correct elevations shall be considered subsidiary to this bid item. Seeding for shall fall under "site restoration/hydroseeding".
- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.
- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations. Sidewalk closed signs will be required.
- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the

City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.

- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (M CIB) Sections 10 and 11 for cold or hot weather concrete. With the following exception: concrete shall not be placed when temperatures are below 34 °F. All Concrete placed when overnight temperatures drop below 32 °F shall be covered with insulated blankets. ACI section 306 shall also be strictly adhered to.

7. ADDITIONAL REQUIREMENTS

- *Notification:* The Contractor shall notify The City 48 hours in advance of the removal operations.
- *Tax Exempt:* This is a Tax Exempt Project
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.

- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

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

10. ADDITIONAL BIDDING INFORMATION

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-436-201

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 December 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. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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 23-436-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Tina Fuller having authority to act on behalf of (Company name) TC Fuller Construction LLC do hereby acknowledge that (Company name) TC Fuller Construction LLC 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: TC Fuller Construction LLC

ADDRESS: 35702 E State Route B
Street

ADDRESS: Garden City MO 64747
City State Zip

PHONE: 816-699-0468

E-MAIL: tina@tcfullerconstruction.com

DATE: 10/24/2023 Tina Fuller Owner
(Month-Day-Year) Signature of Officer/Title

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

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

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

PROPOSAL FORM B
RFP 23-436-201

CONTRACTOR DISCLOSURES

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

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

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

PROPOSAL FORM A
RFP 23-436-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Tina Fuller having authority to act on behalf of (Company name) TC Fuller Construction LLC do hereby acknowledge that (Company name) TC Fuller Construction LLC 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: TC Fuller Construction LLC

ADDRESS: 35702 E State Route B
Street

ADDRESS: Garden City MO 64747
City State Zip

PHONE: 816-699-0468

E-MAIL: tina@tcfullerconstruction.com

DATE: 10/24/2023 *Tina Fuller* Owner
(Month-Day-Year) Signature of Officer/Title

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

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

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

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 23-436-201

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 Belton |
| ADDRESS | 70 Seabee Rd Belton MO 64012 |
| CONTACT PERSON | Ryan Haupt |
| CONTACT EMAIL | rhaupt@belton@belton.org |
| TELEPHONE NUMBER | 816-892-1267 |
| PROJECT, AMOUNT AND DATE COMPLETED | Cambridge Culvert Replacement \$904,000.00 03/31/2023 |

| | |
|---|--|
| COMPANY NAME | Bettis Asphalt & Construction, Inc. |
| ADDRESS | PO Box 1694 Topeka KS 66601 |
| CONTACT PERSON | Marc Bettis |
| CONTACT EMAIL | mbettis@bettisasphalt.com |
| TELEPHONE NUMBER | 785-783-8850 |
| PROJECT, AMOUNT AND DATE COMPLETED | waterline replacement \$104,207.00 06/30/2023 |

| | |
|---|---|
| COMPANY NAME | KU Endowment |
| ADDRESS | PO Box 928 Lawrence KS 66044 |
| CONTACT PERSON | Gary Mohr |
| CONTACT EMAIL | w715m926@ku.edu |
| TELEPHONE NUMBER | 785-864-5637 |
| PROJECT, AMOUNT AND DATE COMPLETED | KU Welcome Center demo & replace curb& sidewalk \$66,572.00 06/30/2023 |

| | |
|---|---|
| COMPANY NAME | University of Kansas |
| ADDRESS | 1246 W Campus Rd. Rm 20 Lawrence KS 66045 |
| CONTACT PERSON | Gary Mohr |
| CONTACT EMAIL | w715m926@ku.edu |
| TELEPHONE NUMBER | 785-864-5637 |
| PROJECT, AMOUNT AND DATE COMPLETED | KU on-calls concrete, stairs, waterline \$306,992.80 Summer 2023 |

| | |
|---|---|
| COMPANY NAME | Terry Snelling Construction Inc. |
| ADDRESS | 20004 E Yocum Dr. Independence MO 64058 |
| CONTACT PERSON | Terry Snelling |
| CONTACT EMAIL | terry@terrysnellingconstruction.com |
| TELEPHONE NUMBER | 816-985-4507 |
| PROJECT, AMOUNT AND DATE COMPLETED | City of Independence Vaile Sidewalk/waterline \$ 124,386.30 04/25/2023 |

State the number of Years in Business: 3.5

State the current number of personnel on staff: 12

PROPOSAL FORM D
RFP 23-436-201

Proposal of TC Fuller Construction LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as TC Fuller Construction LLC partnership

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. 23-436-201 – Rec Park Trail Repairs.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 0, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

BID PROPOSAL FORM E – Project No. 23-436-201

**Rec Park Trail Repair
 Base Bid**

| Base Bid Items | Units | Estimated Quantities | \$/Units | Total |
|--------------------------------------|-------|----------------------|------------|---------------------|
| Mobilization, Bonds and Insurance | LS | 1 | \$ 1500.00 | \$ 1500.00 |
| 10' Sidewalk, Installed | SF | 2000 | \$ 8.00 | \$ 16,000.00 |
| General Grading Work | SF | 5000 | \$1.00 | \$ 5,000.00 |
| Riprap, Installed | SF | 100 | \$ 2.00 | \$ 200.00 |
| Field Inlet, Connected and Installed | EA | 1 | \$ 300.00 | \$ 300.00 |
| Site Restoration/ Hydroseeding | LS | 1 | \$ 1500.00 | \$ 1500.00 |
| | | | | |
| TOTAL BASE BID | | | | \$ 24,500.00 |

Alternate Bid 1

| Base Bid Items | Units | Estimated Quantities | \$/Units | Total |
|--------------------------------|-------|----------------------|------------|--------------------|
| Removal of existing material | SF | 4080 | \$ 2.00 | \$ 8160.00 |
| 10' Sidewalk, Installed | SF | 2040 | \$ 8.00 | \$ 16,320.00 |
| Site Restoration/ Hydroseeding | LS | 1 | \$ 1500.00 | \$ 1500.00 |
| | | | | |
| TOTAL ALTERNATE BID | | | | \$ 25980.00 |

Company Name TC Fuller Construction LLC

Total Base Bid for Project Number: 23-436-201

\$ 24,500.00

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

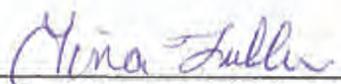
(\$ Twenty four thousand five hundred dollars.)

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

Total Alternate Bid 1: \$ 25,980.00

**BID PROPOSAL FORM E – RFP 23-436-201
CONTINUED**

Company Name TC Fuller Construction LLC

By 
Authorized Person's Signature

Tina Fuller
Print or type name and title of signer

Company Address 35702 E State Route B
Garden City MO 64747

Phone 816-266-3124 / 816-699-0468

Fax _____

Email tina@tcfullerconstruction.com

Date 10/24/2023

ADDENDA
Bidder acknowledges receipt of the following addendum:

Addendum No. 0

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 22, 2024

SUBMITTED BY: Jordan Lea

DEPARTMENT: Economic Development

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

TITLE / ISSUE / REQUEST

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

STRATEGIC PLAN GOAL/STRATEGY

3.3 Cultivate a climate for prosperous business growth and development

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

TIF Annual Progress Report

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

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

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

Tax Increment Financing (TIF) Plans and Projects

Annual Progress Report

Presented January 22, 2024

PURSUANT TO SECTION 99.800 TO 99.865 RSMO | The purpose of the hearing shall be to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such projects.



Foxwood Village Shops



Reporting Period:

October 2022 thru September 2023

Financing Method: Pay as you go

Plan/Project Status: Under Construction

1-2 potential pad sites remain within TIF Boundary. Seeking additional projects.

Estimated Job Creation:

Projected New Jobs: 142

Actual: 50

Original Plan Date: January 2009

TIF Revenue Summary (Since Inception):

Payments in Lieu of Taxes (PILOTS) Received: \$134,882.93 (+8.6%)

Economic Activity Taxes (EATS) Received: \$757,123.25 (+13.7%)

Estimated Increase in Tax Generation:

Original Assessed Value: \$3,149

Assessed Valuation Added: \$314,140

Raymore Galleria



Reporting Period:

October 2022 thru September 2023

Financing Method: Pay as you go

Plan/Project Status: Inactive

Two (2) fully operational projects
Two (2) remaining inactive projects

Estimated Job Creation:

Projected New Jobs: 153
Actual: 458

Contact Information:

PDD Development, LLC
Raymore Galleria, LLC

Original Plan Date: January 2005

TIF Revenue Summary (Since Inception):

Payments in Lieu of Taxes (PILOTS) Received: \$5,060,986.77 (+7.4%)

Economic Activity Taxes (EATS) Received: \$19,572,708.95 (+15.4%)

Estimated Increase in Tax Generation:

Original Assessed Value: \$10,116

Assessed Valuation Added: \$7,093,760

58 Highway & Dean Avenue



Reporting Period:

October 2022 thru September 2023

Financing Method: Pay as you go

Plan/Project Status: Fully Operational

Estimated Job Creation:

Projected New Jobs: 50

Actual: 50

Contact Information:

Raymore Partners, LLC

Cadence Commercial Real

Original Plan Date: March 2016

TIF Revenue Summary (Since Inception):

Payments in Lieu of Taxes (PILOTS) Received: \$125,190.72 (+27.9%)

Economic Activity Taxes (EATS) Received: \$701,153.07 (+27.8%)

Estimated Increase in Tax Generation:

Original Assessed Value: \$22,810

Assessed Valuation Added: \$968,590



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 22, 2024

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3873: Heritage Hills Streetlight Installation

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To: Black and McDonald
Amount of Request/Contract: \$157,361.03
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Proposal

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 No-Tax-Increase General Obligation Bonds approved by the voters of the City of Raymore on August 4, 2020, included funding for the addition of missing street lights within the Heritage Hills subdivision

Staff is requesting approval for Black & McDonald to install 12 new streetlights in Heritage Hills.

BILL 3873

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT PROPOSAL WITH BLACK & MCDONALD FOR THE HERITAGE HILLS STREETLIGHT INSTALLATION, IN THE AMOUNT OF \$157,361.03 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the 2020 No-Tax-Increase General Obligation Bonds approved by the voters of the City of Raymore on August 4, 2020, included funding for the addition of missing street lights within the Heritage Hills subdivision; and,

WHEREAS, the City has contracted with Black & McDonald for street light maintenance and other services on an on-call basis; and,

WHEREAS, the City recommends that approval of the contract for the Heritage Hills Streetlight Installation project be awarded to Black & McDonald.

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

Section 1. The City Manager is hereby directed and authorized to enter into a contract proposal in the amount of \$157,361.03 with Black & McDonald, for the Heritage Hills Streetlight Installation.

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

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

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

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

DULY READ THE FIRST TIME THIS 22ND DAY OF JANUARY, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF FEBRUARY, 2024, 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

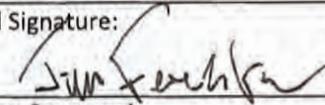
Kristofer P. Turnbow, Mayor

Date of Signature



6001 Front Street, Kansas City, MO. 64120
 Phone: 816-483-0257 Fax: 816-483-2111

Proposal

| | |
|--|---|
| SUBMITTED TO: CITY OF RAYMORE, MO PUBLIC WORKS DEPT | DATE: 12/29/2023 |
| ATTENTION: MIKE KRASS | PHONE/FAX: |
| ADDRESS: | JOB NAME: HERITAGE HILLS- ADD 12 LIGHTS |
| CITY/STATE/ZIP: RAYMORE, MO | JOB LOCATION: N FRANKLIN/ HERITAGE DR/ CALICO DR |
| ENGINEER/DATE OF PLANS: 12/29/2023 | |
| <p>SCOPE OF WORK TO BE PERFORMED:</p> <p>Controller #1- N Franklin: install 1 single circuit controller on property line between 120 E Foxwood Dr & 401 N Franklin. Bore in new service for controller to PPL secondary pedestal. Install 7 poles with arms, screw bases, and LED luminaires on N Franklin from E Foxwood Dr to E Heritage Dr. Bore in approximately 1645' 3#6 CID for streetlight feeds.</p> <p>Controller #2- Heritage Dr: Install 1 single circuit controller on property line between 204 W Heritage Dr & 600 N Jefferson. Bore in new service to PPL transformer. Install 4 poles, arms, LED luminaires, and screw bases from 302 Heritage-106 Heritage. Bore in approximately 1250' 3#6 CID for streetlight feeds.</p> <p>Controller #3 Calico Dr: Install single circuit controller on property line between 118 & 120 E. Calico Dr. Bore in new service to PPL transformer. Install 1 pole, arm, head, and screw base between 110 & 112 E Calico Dr. Bore in approximately 285' 3#6 CID for streetlight feed.</p> <p>Exclusions and clarifications:</p> <ol style="list-style-type: none"> 1. Quote is valid for 30 days. 2. Major traffic control is excluded. 3. Permits and fees are excluded. 4. Locating is included. Potholing utilities is included. 5. Price includes all clean up/ restoration work for disturbed areas. Does not include sod replacement. 6. Price does not include boring of rock. Additional charges may apply for boring in rock. 7. Taxes are not included. | |
| <p>We propose to complete the project according to the plans for the sum of: One Hundred, Fifty-Seven Thousand, Three Hundred Sixty-One Dollars and Three Cents.....\$157,361.03</p> | |
| <p>Authorized Signature: </p> | |
| Acceptance of proposal: | Date: 1.2.2024 |

