

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, March 25, 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. City Clerk - Financial Disclosure Statement Update
- E. Monthly Financial Report (pg 15)

7. Committee Reports

8. Consent Agenda

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

- A. City Council Meeting Minutes, March 11, 2024 (pg 25)

9. Unfinished Business - Second Reading

10. New Business - First Reading

- A. Award of Contract - Centerview Detention Landscaping

Reference: - Agenda Item Information Sheet (pg 33)
- Bill 3881 (pg 35)
- Contract (pg 37)

The Centerview Detention Landscaping project includes the redesign and functioning of the stormwater detention basins behind Centerview. The project incorporates beautification, landscaping and stormwater improvements. Staff is recommending an award of contract with MegaKC Corporation for the project.

- Parks and Recreation Board, 03/12/2024: Approved 7-0

B. Award of Contract - Outdoor Pickleball and Basketball Court

Reference: - Agenda Item Information Sheet (pg 93)
- Bill 3883 (pg 95)
- Contract (pg 97)

Staff is recommending an award of contract to McConnell and Associates for the construction of three pickleball courts at Recreation Park and one outdoor basketball court at Hawk Ridge Park.

- Parks and Recreation Board, 03/12/2024: Approved 7-0

C. Chick-Fil-A Sales Tax Contribution Agreement

Reference: - Agenda Item Information Sheet (pg 139)
- Bill 3886 (pg 141)
- Sales Tax Contribution Agreement (pg 145)

Chick-Fil-A is requesting financial assistance in the form of sales tax contribution to make the construction of a new restaurant financially feasible. The restaurant will be located at the corner of 58 Highway and Kentucky Road. The City conducted a formal blight study on the proposed site, which was accepted by the City Council on November 27, 2023.

D. 163rd Street Design and Construction Reimbursement Agreement (emergency reading)

Reference: - Agenda Item Information Sheet (pg 157)
- Bill 3880 (pg 159)
- Reimbursement Agreement (pg 162)

Dan Carr, developer of the Park Side subdivision, in cooperation with the City of Raymore, has agreed to advance the design and construction of 163rd Street, and related infrastructure, east to connect to N. Madison Street to provide immediate access to the parkland area of Park Side for the development of a new dog park as part of the City's Capital Improvement Program. The agreement will provide for 50/50 cost-share reimbursement between the City and the Developer as the subdivision continues to develop.

E. Award of Contract - City Prosecutor

- Reference: - Agenda Item Information Sheet (pg 169)
- Bill 3888 (pg 171)
- Contract (pg 173)

Section 3.10 (b) of the Charter provides that the City shall have one or more Prosecuting Attorneys appointed by the Mayor with the advice and consent of six out of eight members of the entire Council. The Prosecutor serves a two-year term.

F. Approval of Amended and Restated Employment Agreement - City Manager

- Reference: - Agenda Item Information Sheet (pg 181)
- Bill 3887 (pg 183)
- Employment Contract (pg 185)

The City Council has proposed an amendment to the City Manager's employment contract.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 03/18/2024 (pg 195)
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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

March 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

- 21 City Hall Work Orders
- 7 Driveway Inspections
- 9 Final ROW Inspections
- 279 Locates
- 22 Service Requests
- 3 Sewer Inspections
- 4 Sidewalk Inspections
- 4 Curb Inspections
- 1 Water Taps
- 1 Water Inspections
- Fleet maintenance
- Pothole Patching
- Completed miscellaneous water service requests
- Made sign repairs throughout city
- Activated new water meters
- Completed miscellaneous street repair service requests
- Swept streets for built up debris and broken glass on roadways



MONTHLY REPORT

March 2024

Monthly Highlights

- **Raymore Easter Festival, 10 a.m., Saturday, March 30 at Recreation Park, 1011 S. Madison St.** Children 4th grade and under are invited to hunt more than 15,000 eggs at this annual event!
 - **Park Restroom Facilities:** Restrooms at the soccer and baseball complexes at Recreation Park will open Saturday, March 23 for the season. All other restrooms will open Saturday, March 30. Park hours are 6 a.m. to 11 p.m.
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- Raymore City Council approved authorizing special obligation bonds for the reconstruction and replacement of park trails in Memorial and Recreation Parks at the City Council meeting on Feb. 26.
 - Business Development Coordinator Candice Mangum booked The Grove at Centerview for a graduation party and booked a family reunion at the Hawk Ridge Park north shelter.
 - Business Development Coordinator Candice Mangum is attended a Quinceanera Expo hosted at the Stoney Creek Hotel in Independence on Sunday, Mar. 3.
 - Parks and Recreation Director Nathan Musteen, Parks Superintendent Steve Rulo and staff from the Engineering department met with contractors on work to begin at Recreation Park for trail repairs.
 - Parks and Recreation Director Nathan Musteen was a guest speaker for the 4th grade classes at Timber Creek Elementary. Musteen spoke on the importance of inclusive playgrounds and answered questions from students.
 - Park maintenance staff put nets on the soccer goals that are located in soccer practice areas.
 - Park maintenance staff removed the black fence by the old skate park.
 - Athletic Coordinator Nick Cook hosted a South Metro Sports Coordinator meeting at Centerview on Tuesday, Feb. 27.
 - Athletic Coordinator Nick Cook led coaches meetings for the upcoming soccer and volleyball season. The coaches meetings took place at the Raymore Activity Center on Thursday, Feb. 29.
 - Athletic Coordinator Nick Cook took the Certified Parks and Recreation Professional exam on Thursday, Feb. 29.
 - Recreation Coordinator Corinne Harkins ordered new Easter eggs for the upcoming Easter Festival event taking place at Recreation Park on Saturday, Mar. 30.
 - Recreation Coordinator Corinne Harkins prepared for the upcoming Spring Craft Show by contacting vendors and assigning their locations for the event. The Spring Craft Show was Saturday, March 9 at the Raymore Activity Center.



- Recreation Superintendent Todd Brennon met with Civic Rec during a webinar meeting. They discussed functionality of their online registration software and scheduled a follow up meeting.
- Director Musteen, Superintendents Rulo and Brennon and Athletic Coordinator Cook attended the Missouri Parks and Recreation Association annual conference in St. Charles, Missouri.
- Park Maintenance staff spread mulch around trees and landscape areas at Centerview and Recreation Park.
- Several play features at Recreation Park Playground and the Hawk's Nest Playground at Hawk Ridge Park have been removed as a result of vandalism. Park staff have reordered the pieces and will install them when they are delivered.
- Athletic Coordinator Nick Cook prepared for the Flag Football Coaches meeting.
- Business Development Coordinator Candice Mangum and Office Assistant Greta Naab attended a Quinceanera Expo in Kansas City to showcase Centerview as an event space for the Hispanic Community. Rental information for Centerview was published in Spanish for the event.
- Business Development Coordinator Candice Mangum obtained permission for the Kansas City Royals to air the opening day game for a community watch party at Centerview. Other details such as food trucks and event sponsors are being finalized. Event information coming soon.
- Recreation Coordinator Corinne Harkins continues preparation for the upcoming Easter Festival and Spring Craft Show.
- The Parks and Recreation Board approved contracts for the Centerview Detention Landscaping project and construction of an outdoor pickleball court at Recreation Park and a basketball court at Hawk Ridge Park. Items are before the City Council on March 25.
- Recreation Superintendent Todd Brennon attended the second year of Revenue Development and Management School sponsored by National Recreation & Park Association in Wheeling, WV.
- The Parks and Recreation Department welcomed new team member Cecilia Walther as the Recreation Coordinator.
- Athletic Coordinator Nick Cook has been working on spring sports schedules, prepping and stocking the concession stands and hosted a flag football coaches meeting.
- Recreation Coordinators Corinne Harkins and Cecilia Walther worked on the upcoming Easter Festival, summer camp and some on the job training.
- The Park Maintenance crew began de-winterizing the restrooms in the parks. Restrooms at the soccer and baseball complexes at Recreation Park will open Saturday, March 23 for the season. All other restrooms will open Saturday, March 30. Park hours are 6 a.m. to 11 p.m.





- The Parks Maintenance crew painted the soccer fields at Recreation Park, power washed the shelters in preparation for rental season and started working the infields at the baseball complex.
- Business Development Coordinator Candice Mangum continued planning for the upcoming Royals Opening Day Watch Party (details coming soon) and continued advertising all of our rental opportunities throughout the parks. Contact Candice at cmangum@raymore.com if you need somewhere to host a party or event.
- Parks and Recreation Director Nathan Musteen and Recreation Superintendent Todd Brennon attend the Heartland Certified Public Manager program at the KU Edwards Campus.
- Parks and Recreation Director met with Assistant City Engineer Trent Salsbury and CFS Engineers on the Sunset Lane and Hawk Ridge Park East project.

Facility Use for the Month

Centerview

- 3 HOA Meetings
- 2 Live Wires Square Dance
- Birthday Party
- 2 Baby Showers
- Garden Club Meeting
- Funeral Family Dinner
- Tri County Art League
- Easter Service - local church
- Ward Road - Preconstruction Meeting
- Yoga
- Bunco, Bridge
- City Department Use
- Police Training-Child Services
- Police Training-CIT
- 2 Engineer Meetings
- CERT Meeting

RAC

- Galaxy Volleyball Club rental for practices
- 2 Birthday Party
- Open Play Futsal - Fridays
- Open Play Volleyball - Mondays
- Dominate Dance Spring Recital
- Spring Craft Show

Enjoy a fun summer job in Raymore! We are now hiring Summer Camp Supervisors and Counselors. For more information and to apply, visit <https://buff.ly/3loGA3t>





Join Raymore Parks and Recreation on Thursday, March 28 to watch the Royals take on the Minnesota Twins in this season's home opener!

Admission is free with hot dogs and popcorn provided.

2024 Raymore Farmers Market

The 2024 Farmers Market season will start in June. The market will operate from 4-7 p.m. on Tuesdays, June through September at Centerview 227 Municipal Circle.

Vehicles are not allowed in the market area. Visitors may park on Municipal Circle, in the City Hall north parking lot or at the field.



The Raymore Farmers Market is operated by the Raymore Parks and Recreation Department and the City of Raymore. A Market Manager will be on-site from 4 to 7 p.m. on days of market operations. The market is open to anyone, but all vendors must register with the market and sell only approved products.



Did you know businesses and residents alike may rent our beautiful Centerview building? Whether you need a space for 5, 15, 50, or 250+, we have the space to accommodate you and your event.

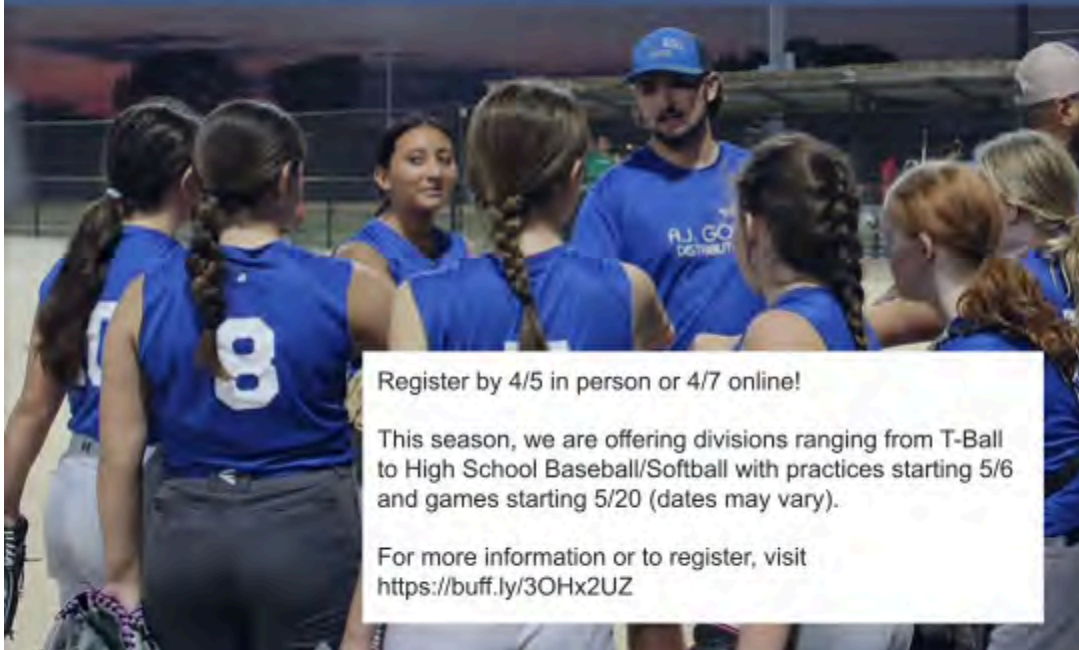
Contact Candice at 816-892-3014 to discuss your needs, availability, and pricing.



SIGN UP TODAY!



Youth Baseball & Softball Leagues



Register by 4/5 in person or 4/7 online!

This season, we are offering divisions ranging from T-Ball to High School Baseball/Softball with practices starting 5/6 and games starting 5/20 (dates may vary).

For more information or to register, visit <https://buff.ly/3OHx2UZ>



**REGISTER FOR
RAYMORE SUMMER CAMP
TODAY!**



Check out our weekly themes and find more information at <https://buff.ly/3HVGHDf>

CITY OF RAYMORE'S ANNUAL
Easter Festival

**Ages 4th
grade &
under.**
Bring your
own basket!



Free activities
include
**15,000+ eggs
to hunt, photos
with the Easter
bunny &
refreshments!**

Saturday, March 30, 2024

Hunt begins at 10 a.m. **sharp!**
Arrive by 9:45 a.m.

Recreation Park Baseball Fields
1011 S. Madison St.





FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period February 1, 2024 to February 29, 2024.

February Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

33.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 44.4% 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 at 93.08%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues are tracking slightly above straight line budget at 34.27%. 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 34.03%. City sales taxes are at 33.4% while state shared gasoline and vehicle taxes are at 35.7%.
- Fees and Permit revenues collected in total are tracking below straight line budget at 24.81%. Residential building permits are above straight line budget at 68.67%. There are 19 detached single family and 24 attached single family residential building permits issued out of the 135 budgeted starts. In addition, we have issued 8 commercial building permits.
- License revenues collected are tracking above straight line budget at 76.25%. 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 above straight line budget at 36.15%. 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 Economic Development Department is currently at 35.96% of straight line budget primarily due to the annual payment of membership fees.
- The Finance Department is currently at 35.97% of straight line budget primarily due to the completion of the annual audit.

Parks & Recreation Fund

Revenue:

Revenues are at 44.90% of budget 33.33% of the way through the year, normal for this time of the year with the collection of Property Taxes in December and January. Staff will monitor all revenue sources closely

Expenditures:

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

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 33.29% 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	52,281.12	1,852,358.13	0.00	137,686.87	93.08
FRANCHISE TAXES	0.00	0.00	0.00	2,539,710.00	302,758.84	870,406.93	0.00	1,669,303.07	34.27
SALES TAXES	0.00	0.00	0.00	4,707,891.00	418,357.99	1,601,944.64	0.00	3,105,946.36	34.03
FEES AND PERMITS	0.00	0.00	0.00	645,897.00	31,996.72	160,248.32	0.00	485,648.68	24.81
LICENSES	0.00	0.00	0.00	128,292.00	8,481.00	97,819.00	0.00	30,473.00	76.25
MUNICIPAL COURT	0.00	0.00	0.00	272,574.00	22,147.24	98,523.81	0.00	174,050.19	36.15
MISCELLANEOUS	0.00	0.00	0.00	737,377.00	83,187.76	523,538.64	0.00	213,838.36	71.00
TRANSFERS - INTERFUND	0.00	0.00	0.00	2,093,890.00	154,680.34	618,721.36	0.00	1,475,168.64	29.55
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	13,115,676.00	1,073,891.01	5,823,560.83	0.00	7,292,115.17	44.40
<u>COVID-19</u>									
TOTAL REVENUES	0.00	0.00	0.00	13,115,676.00	1,073,891.01	5,823,560.83	0.00	7,292,115.17	44.40
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	373,400.00	31,116.67	228,785.29	0.00	144,614.71	61.27
ADMINISTRATION	12,500.00	0.00	12,500.00	1,433,703.46	145,101.09	492,402.18	11,107.46	930,193.82	35.12
INFORMATION TECHNOLOGY	6,270.88	780.00	5,490.88	768,889.40	85,158.15	329,380.76	14,630.08	424,878.56	44.74
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	168,601.00	11,862.94	60,516.98	112.35	107,971.67	35.96
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	845,427.60	77,580.36	275,701.54	2,512.86	567,213.20	32.91
ENGINEERING	0.00	0.00	0.00	494,015.60	57,782.51	173,597.80	1,596.74	318,821.06	35.46
STREETS	1,100.01	1,100.00	0.01	897,094.32	115,957.37	283,877.18	9,480.26	603,736.88	32.70
BUILDING & GROUNDS	0.00	0.00	0.00	408,592.00	30,910.93	118,455.47	4,334.98	285,801.55	30.05
STORMWATER	0.00	0.00	0.00	367,466.00	27,761.38	91,549.80	86.98	275,829.22	24.94
COURT	0.00	0.00	0.00	173,948.00	17,805.00	53,957.10	79.68	119,911.22	31.06
FINANCE	0.00	0.00	0.00	900,306.92	104,271.44	319,973.90	3,851.63	576,481.39	35.97
COMMUNICATIONS	0.00	0.00	0.00	238,283.00	14,100.03	61,624.00	2,854.86	173,804.14	27.06
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	6,000.00	2,000.00	16,400.00	32.79
POLICE	8,830.05	7,271.30	1,558.75	4,868,348.08	507,028.18	1,621,155.09	2,738.85	3,244,454.14	33.36
EMERGENCY MANAGEMENT	0.00	0.00	0.00	136,470.00	11,067.35	44,122.03	154.51	92,193.46	32.44
TOTAL EXPENDITURES	28,700.94	9,151.30	19,549.64	12,098,945.38	1,239,503.40	4,161,099.12	55,541.24	7,882,305.02	34.85
REVENUES OVER/(UNDER) EXPENDITURES	(28,700.94)	9,151.30	(19,549.64)	1,016,730.62	(165,612.39)	1,662,461.71	(55,541.24)	(590,189.85)	158.05

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	14,073.15	498,545.85	0.00	45,709.15	91.60
MISCELLANEOUS	0.00	0.00	0.00	32,896.00	2,124.97	10,154.35	0.00	22,741.65	30.87
FACILITY RENTAL REVENUE	0.00	0.00	0.00	17,575.00	890.00	1,600.00	0.00	15,975.00	9.10
TRANSFERS - INTERFUND	0.00	0.00	0.00	650,000.00	54,166.67	216,666.68	0.00	433,333.32	33.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,244,726.00	71,254.79	726,966.88	0.00	517,759.12	58.40
<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	110.00	4,612.00	0.00	28,948.00	13.74
PROGRAM REVENUE	0.00	0.00	0.00	273,225.00	57,089.00	90,474.00	0.00	182,751.00	33.11
TOTAL RECREATION DIVISION	0.00	0.00	0.00	368,785.00	57,199.00	95,178.75	0.00	273,606.25	25.81
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	79,050.00	6,912.25	16,402.25	0.00	62,647.75	20.75
PROGRAM REVENUE	0.00	0.00	0.00	9,760.00	(180.00)	993.50	0.00	8,766.50	10.18
TOTAL CENTERVIEW	0.00	0.00	0.00	88,810.00	6,732.25	17,395.75	0.00	71,414.25	19.59
<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	150.00	3,702.50	0.00	13,122.50	22.01
PROGRAM REVENUE	0.00	0.00	0.00	219,425.00	13,908.00	29,732.00	(465.00)	190,158.00	13.34
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	240,755.00	14,058.00	33,434.50	(465.00)	207,785.50	13.69
TOTAL REVENUES	0.00	0.00	0.00	1,943,076.00	149,244.04	872,975.88	(465.00)	1,070,565.12	44.90
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	1,104,449.49	97,633.41	338,533.01	5,577.62	760,338.86	31.16
RECREATION DIVISION	0.00	0.00	0.00	380,001.50	27,330.75	83,722.54	1,740.50	294,538.46	22.49
CENTERVIEW	0.00	0.00	0.00	141,134.96	10,019.01	36,107.47	159.15	104,868.34	25.70
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	301,166.54	27,647.95	83,838.36	89.00	217,239.18	27.87
TOTAL EXPENDITURES	0.00	0.00	0.00	1,926,752.49	162,631.12	542,201.38	7,566.27	1,376,984.84	28.53
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	16,323.51	(13,387.08)	330,774.50	(8,031.27)	(306,419.72)	1,977.17

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	12,677.39	92,012.47	0.00	70,287.53	56.69
UTILITY REVENUE	0.00	0.00	0.00	10,662,539.00	880,629.81	3,511,418.70	0.00	7,151,120.30	32.93
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	10,824,839.00	893,307.20	3,603,431.17	0.00	7,221,407.83	33.29
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	10,824,839.00	893,307.20	3,603,431.17	0.00	7,221,407.83	33.29
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	200,000.00	0.00	400,000.00	33.33
WATER	14,882.30	0.00	14,882.30	4,102,849.50	274,834.82	963,382.37	8,376.60	3,131,090.53	23.68
SEWER	0.00	0.00	0.00	4,289,702.50	253,297.29	1,061,501.06	13,257.83	3,214,943.61	25.05
SOLID WASTE	0.00	0.00	0.00	2,107,197.00	173,655.70	532,208.30	0.00	1,574,988.70	25.26
TOTAL EXPENDITURES	14,882.30	0.00	14,882.30	11,099,749.00	751,787.81	2,757,091.73	21,634.43	8,321,022.84	25.03
REVENUES OVER/(UNDER) EXPENDITURES	(14,882.30)	0.00	(14,882.30)	(274,910.00)	141,519.39	846,339.44	(21,634.43)	(1,099,615.01)	299.99-

Investment Monthly Report

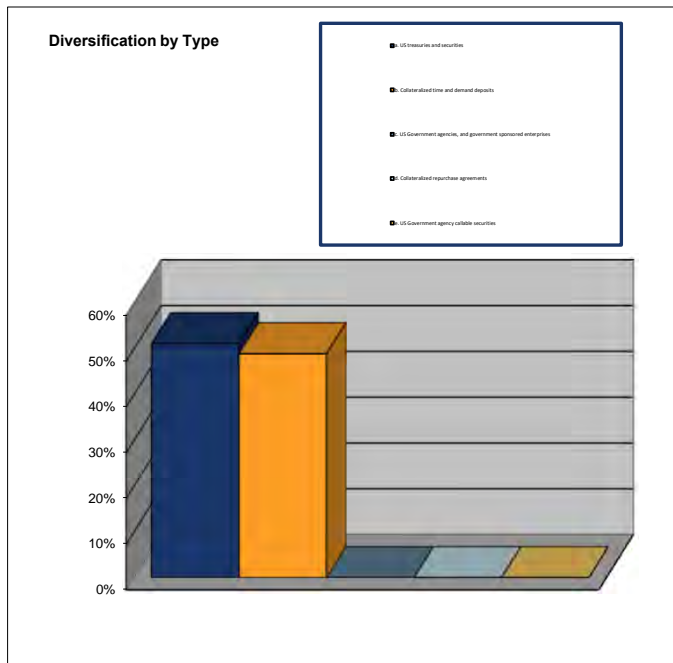
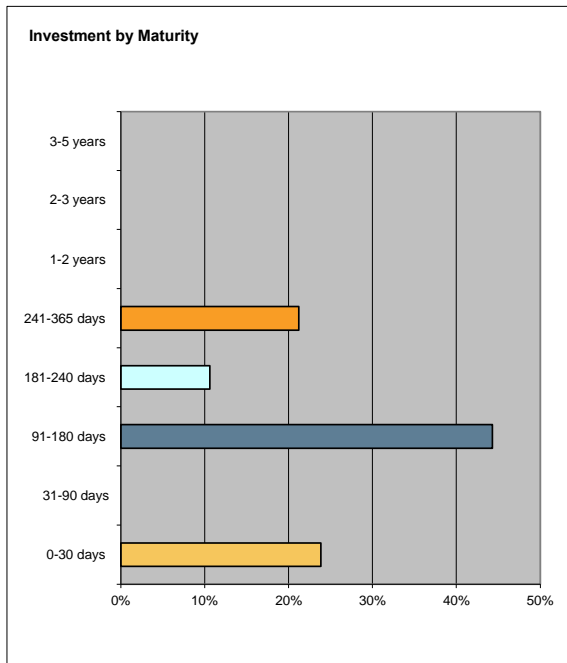
Investments Held at 02/29/2024

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
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Average Rate of Return on Maturities:

February Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied
Community Development/Parks	AARP	22,200 (50% match)	Pickleball Court Tables/Seating	05/2024	Submitted

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	\$1,335.10	09/30/24
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$6,246.01	\$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	\$15,299.58	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
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Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, MARCH 11, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS BAKER, BARBER, BURKE III, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND RECORDING SECRETARY MICHELE BRUNGARDT.

1. Call to Order

Mayor Turnbow called the meeting to order at 6:00 p.m.

2. Roll Call

Recording Secretary Michele Brungardt called roll; quorum present to conduct business. Councilmembers Abdelgawad and Engert were absent.

3. Pledge of Allegiance

4. Presentation/Awards

Mayor Turnbow presented the SevenDays® of Kindness Proclamation to Mindy Corporon.

5. Personal Appearances

6. Staff Reports

Assistant City Manager Ryan Murdock reviewed the staff report for Development Services.

Emergency Management Director Tim Baldwin presented information on inclement weather and reviewed recent activities of the Emergency Management department.

City Manager Jim Feuerborn announced items for the March 18 City Council work session.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, February 26, 2024

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

DISCUSSION: None

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

9. Unfinished Business

A. Award of Contract - Ward Road Construction

BILL 3879: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VF ANDERSON BUILDERS FOR THE WARD ROAD CONSTRUCTION PROJECT, CITY PROJECT NUMBER 24-360-201, IN THE AMOUNT OF \$5,718,688.09 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Michele Brungardt conducted the second reading of Bill 3879 by title only.

MOTION: By Councilmember Holman, second by Councilmember Townsend to approve the second reading of Bill 3879 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3879 as **Raymore City Ordinance 2024-012.**

B. Sport Court - Raymore Activity Center

BILL 3878: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SPORT COURT KANSAS CITY, INC. FOR THE PURCHASE AND INSTALLATION OF SPORT COURT FLOORING AT THE RAYMORE ACTIVITY CENTER EXPANSION PROJECT."

Recording Secretary Michele Brungardt conducted the second reading of Bill 3878 by title only.

MOTION: By Councilmember Holman, second by Councilmember Townsend to approve the second reading of Bill 3878 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3878 as **Raymore City Ordinance 2024-013.**

10. New Business

A. Award of Contract - Park Trail Replacement (emergency reading)

BILL 3882: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WIL-PAV, INC. FOR THE PARK TRAIL REPLACEMENT PROJECT, CITY PROJECT NUMBER 24-449-201, IN THE AMOUNT OF \$915,453.54 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY."

Recording Secretary Michele Brungardt conducted the first reading of Bill 3882 by title only.

Parks and Recreation Director Nathan Musteen reviewed the information included in the Council packet. The trail replacement project is funded by Special Obligation Bonds approved by the City Council. The Debt Service will be funded from Parks/Stormwater Sales Tax as well as Capital Improvement Sales Tax over a period of 15 years. This contract is for the first phase of the project and includes the replacement of the loop trail and various trail segments in Recreation Park and the removal, redesign, and installation of the Arboretum Trail at Memorial Park. The trails will be replaced with 10 foot wide concrete. Nine bids were received and Wil-Pav, Inc. was determined to be the lowest and best bidder in the amount of \$915,453.54.

City Manager Jim Feuerborn updated the Council about the bond sale for this project.

MOTION: By Councilmember Holman, second by Councilmember Townsend to approve the first reading of Bill 3882 by title only.

DISCUSSION: None

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

Mayor Turnbow declared Bill 3882 as an emergency and called for the second reading in its entirety.

Recording Secretary Michele Brungardt conducted the second reading of Bill 3882 in its entirety.

MOTION: By Councilmember Holman, second by Councilmember Townsend to approve the second reading of Bill 3882 in its entirety.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3882 as **Raymore City Ordinance 2024-014.**

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers spoke about the trail project and acknowledged the SevenDays of Kindness movement.

Mayor Turnbow stated he and Communications Manager Melissa Harmer discussed the Use Tax at Foxwood Springs.

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

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

The regular meeting of the Raymore City Council adjourned to Executive Session at 6:27 p.m.

13. Adjournment

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

DISCUSSION: None

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

The regular meeting of the Raymore Council adjourned at 8:03 p.m.

Respectfully submitted,

Michele Brungardt
Recording Secretary

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 25, 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 3881: Centerview Detention Landscaping

STRATEGIC PLAN GOAL/STRATEGY

1.2.1 Create a physical environment that inspires a sense of pride

FINANCIAL IMPACT

Award To:	MegaKC Corporation
Amount of Request/Contract:	\$396,979.00
Amount Budgeted:	\$490,521.00
Funding Source/Account#:	2020 GO Bond

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Spring 2024	Fall 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	March 12, 2024
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Centerview Detention Landscaping Project redesigns the detention basins behind Centerview to include adaptive landscaping and rock formations to improve stormwater runoff from the Municipal Circle development. The project will provide year-round color, educational components, and a beautiful backdrop for Centerview.

One bid was received for the Centerview Detention Landscaping project on October 4, 2023 as follows:

Bidder	Total
MegaKC Corporation	\$396,979.00

MegaKC Corporation is the lowest and best bidder in the negotiated amount of \$396,979.00.

BILL 3881

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEGA KC CORPORATION FOR THE CENTERVIEW DETENTION LANDSCAPING PROJECT, CITY PROJECT NUMBER 23-372-203, IN THE AMOUNT OF \$396,979.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, this project is included in the FY2020 Capital Budget; and,

WHEREAS, bids for this project were received on October 4, 2023; and,

WHEREAS, MegaKC Corporation 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 negotiated contract in the amount of \$396,979.00 with MegaKC Corporation for the Centerview Detention Landscaping 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 25TH DAY OF MARCH, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF APRIL, 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

Centerview Detention Landscape

This Contract for the Centerview Detention Landscape project, hereafter referred to as the **Contract** is made this 8th day of April, 2024, between MegaKC Corporation, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1491 Iron, North Kansas City, MO 64116, 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 April 8, 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 23-372-203 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 **210** 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 \$396,979.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

**ARTICLE VII
 RESPONSIBILITIES**

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 30) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2019 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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

ARTICLE XI
REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with

respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

MEGAKC CORPORATION

By: _____


Title: Tyler Wesselman Vice President

Attest: _____


Brian Gordon **President**

3430 Gordon

President

1917 Wesselman

Vice President



APPENDIX A **SCOPE OF SERVICES AND SPECIAL PROVISIONS**

Centerview Detention Landscape

ANTICIPATED SCOPE OF SERVICES:

The project includes the development of adaptive landscaping and rock formations to improve the two detention basins as it collects runoff from the Municipal Circle Development. The project will provide year-round color and interest visible from the new boardwalk.

Landscaping

- Mobilization, Bonds, and Insurance
- Erosion control (See sheet L110)
- Landscape rock and boulders (See sheet L100 for layout)
- Planting Design (See sheets L200, L210, and L220)
- Temporary Irrigation Layout (See sheet L300)
- Site Details (See sheet L400)
- Signage Design (See sheets L500)
- Planting Specifications (311000, 329200, and 329300)

SPECIAL PROVISIONS

1. **SPECIFICATIONS WHICH APPLY**

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2019 and all subsequent revisions and the Centerview Detention Landscape project manual.

2. **PROJECT AWARD**

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

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

3. PROJECT COMPLETION AND SCHEDULE

It is expected that Notice of Award shall be issued April 2024.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2019 shall be amended to include the following:

Contractor shall complete work within 210 calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

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

B. Site Clearing: Site Clearing shall be considered a lump sum item for payment. The unit cost for this item shall include all equipment, labor and materials required for Tree Removal, Mowing, Grass Herbicide, and Woody Herbicide per SECTION 311000 of the Project Manual.

- C. Erosion Control at Outlets:** Erosion control shall be measured and paid for at the unit cost per each. The unit bid price for this item shall include all materials, labor and equipment required to prevent soil from leaving the site.
- D. Stockpiled Planting Soil:** Stockpiled Planting soil shall be measured and paid for at the unit bid price per cubic yard. The unit cost for this item shall include all equipment, labor and materials per Section 329300 and 329300.2.13
- E. Turf/Landscape Restoration:** Turf Restoration shall be paid for at the unit bid price lump sum. This item pertains to renovating existing turf damaged by Contractor's operations. The unit cost for this item shall include all equipment, labor and materials to establish turf per Section 3299200.3.4
- F. Trees, Shrubs, Grasses, and Perennials Planted:** These line items shall be measured and paid for at the unit cost per each. The unit cost for this item shall include all equipment, labor and materials (including mulch and root stimulator) to install plantings per Section 329300 of the project manual and the Landscape plans.
- G. Rock-Type 1:** Rock-Type 1 shall be paid for the unit bid price per on. The unit cost for this item shall include all equipment, labor and materials required to install Type-1 rock to a depth of 6 inches. Section 329300.2.5
- H. Rock- Type 2:** Rock-Type 2 shall be paid for the unit bid price per ton. The unit cost for this item shall include all equipment, labor and materials required to install Type-2 rock to a depth of 4 inches. Section 329300.2.5
- I. Boulder Edging:** Boulder Edging shall be paid for the unit bid price per Face Feet. The unit cost for this item shall include all equipment, labor and materials required to install stone per Landscape Plans and Section 329300.2.6
- J. Individual Boulders:** Individual Boulders shall be paid for the unit bid price per each. The unit cost for this item shall include all equipment, labor and materials required to install stone per Landscape Plans and Section 329300.2.7
- K. Interpretive Signs:** Interpretive Signs shall be paid for the unit bid price per each. The unit cost for this item shall include all equipment, labor and materials required to fabricate and install signage.
- L. Temporary Irrigation:** Temporary Irrigation shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to install the temporary irrigation per Plan Sheet L300.

M. Tree Watering Devices: Tree Watering Devices shall be paid for the unit bid price per each. The unit cost for this item shall include all equipment, labor and materials required to install device per Section 329300.2.12

N. 2-year Maintenance/Upkeep: 2-year Maintenance shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to perform all activities required in the 2 -year Maintenance period. Section 329300 Part 4.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-372-203

Appendix B
General Terms and Conditions

A. Procedures

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

B. Contract Period

Award of this contract is anticipated prior to the end of April, 2024.

C. Insurance

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 29 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 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 23-372-203

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Tyler Wesselman having authority to act on behalf of (Company name) MegaKC Corporation do hereby acknowledge that (Company name) MegaKC Corporation 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: MegaKC Corporation

ADDRESS: 1491 Iron
Street

ADDRESS: North Kansas City MO 64116
City State Zip

PHONE: 816-472-8722

E-MAIL: megabids@megakc.com

DATE: 10/4/23
(Month-Day-Year)

Tyler Wesselman **Vice President**
Signature of Officer/Title
Tyler Wesselman

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

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

Check One: N/A

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

PROPOSAL FORM B
RFP 23-372-203

CONTRACTOR DISCLOSURES

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

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

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 23-372-203

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

Please see the attached "Project References - In Progress + Completed"

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
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PROJECT, AMOUNT AND DATE COMPLETED	

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PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
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TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 31

State the current number of personnel on staff: 75

PROJECT REFERENCES - IN PROGRESS & COMPLETED

YEAR	PROJECT NAME	OWNER	CONTACT	PHONE	CONTRACT AMOUNT	% COMPLETE
2023	Ridgeview Heights Apartments Retaining Wall	EM Harris Construction	Max Jackson	(314) 880-4129	\$ 192,052.62	0%
2023	Pittman Rd. Drainage Improvement and ADA	MoDOT	Allan Ludker	(816) 607-2267	\$ 415,989.90	0%
2023	Replacement of Lime Paste Slaker No. 1 and No. 5 at the Courtney Bend Water Treat	City of Independence, MO	Anthony Dahl	(816) 325-7704	\$ 755,000.00	0%
2023	Mission Road - 92nd Street to North City Limit - Street Lighting Project	City of Leawood, KS	Daniel McMullen	(913) 663-9135	\$ 818,341.00	2%
2023	Berlin Reservoir Dam and Spillway Structure Rehabilitation	City of Kansas City, MO	Mallie Koehler	(816) 243-3037	\$ 253,465.00	0%
2023	Second Creek Trail Segment 1 and Searcy Creek Trail Segment 2	City of Kansas City, MO	Nathan Hladky	(816) 513-0804	\$ 3,151,011.10	0%
2023	Design-Build Cooley Park Improvements	KCMO Parks & Recreation	Lisa Treese	(816) 513-7619	\$ 885,000.00	12%
2023	Radio Booster - Tomahawk Creek	Johnson County Wastewater	Justin Brack	(913) 715-8631	\$ 198,473.11	0%
2023	Blue River DAF Skimmer Arm Repair	Johnson County Wastewater	Justin Brack	(913) 715-8632	\$ 287,532.81	15%
2022	Nelson WWTF Improvements - CEPT Facilities	McCarthy Building Companies, Inc.	Mitch Nissen	(913) 202-7002	\$ 1,277,000.00	40%
2022	Water Spray Park - Lyons Park	City of Lawrence, KS	Jake Baldwin	(785) 832-3196	\$ 572,890.00	70%
2022	333 Meyer West - Patio Improvements	First Service Residential	Terri Johnson	(816) 414-5300	\$ 477,175.00	97%
2022	Outdoor Staircase & Rail Replacement at Rock Creek and Sugar Creek Pump Station	City of Independence, Missouri	Richard Kemple	(816) 325-7030	\$ 191,950.00	100%
2022	Marshall Municipal Utilities - North Street Pump Station	Burns McDonnell	Kevin DeVoto	(816) 686-2212	\$ 609,249.59	1%
2022	Neale Peterson Park Restroom	City of Fairway, KS	Brice Soeken	(913) 262-0350	\$ 27,600.00	75%
2022	KCI Signage and Landscaping	City of Kansas City, MO	Mallie Koehler	(816) 243-3037	\$ 4,361,500.00	100%
2022	Blue River East Campus Improvements	Metropolitan Community College	Andrew Shavers	(816) 604-1372	\$ 1,899,000.00	100%
2022	Hansen Water Treatment Plant - Phase 1 Improvements	Water District No. 1 of JoCo	Austin Taulber	(913) 895-5889	\$ 10,397,425.00	8%
2022	89th Street Sidewalk Improvements Project	City of Kansas City, MO	Randy Alewine	(816) 513-6924	\$ 526,000.00	100%
2022	Dodson Industrial District Blue River Basin	U.S. Army Corps of Engineers	Laura Hedrick	(816) 389-3023	\$ 493,200.00	100%
2022	Kaw Point Splitter Pipe Repair	Unified Government of WyCo	Kristofer Finger	(913) 573-5422	\$ 450,000.00	100%
2022	N. Fremont Ave Sidewalks	City of Kansas City, MO	Patty Hilderbrand	(816) 513-0804	\$ 696,000.00	100%
2022	Hay Barn Building	Friends of the Zoo-KC	Linda Falk	(816) 325-6918	\$ 227,500.00	100%
2022	Middle Basin WWTF Solids Thickening Improvements	Johnson County Wastewater	Austin Harkrader	(913) 715-8500	\$ 4,632,900.00	12%
2022	Woodlawn Estate 4th Plate Pump Station	Emery Sapp & Sons, Inc.	Hal Hanrahan	(816) 221-3500	\$ 417,500.00	100%
2022	Birmingham Headworks and Electrical Improvements	City of Kansas City, MO	Isaac Garlington	(816) 513-0442	\$ 14,788,000.00	32%
2022	Cedar Creek Rd Force Main Repair	Johnson County Wastewater	Patrick Denning	(913) 715-8562	\$ 10,360.59	100%
2022	Playground and Pavement Upgrades - Creekmoor and Peculiar Elementary School	Raymore-Peculiar R-II District	Scott Dobson	(816) 892-1361	\$ 1,628,950.00	100%
2022	2021 Safe Route to Schools Sidewalk Improvements	City of Lawrence, KS	Jake Baldwin	(785) 832-3196	\$ 592,240.00	100%
2022	Water Plant Lime Bind Dust Collector Replacement	City of Independence, MO	Anthony Dahl	(816) 325-7698	\$ 65,700.00	100%
2022	91st Street Bike Pedestrian Trail Improvements	City of Overland Park, KS	Brent Gerard	(913) 895-6193	\$ 2,259,999.00	100%
2022	Post Gate 6 Upgrade	City of Kansas City, MO	Mallie Koehler	(816) 243-3037	\$ 1,422,500.00	100%
2022	KS Presed Residual Piping Replacement	Water District No. 1 of JoCo	Hanley Barker	(913) 895-5800	\$ 429,500.00	100%
2022	Independence School District Athletic & Parking Improvements - Pkg 4	Independence School District	Salum Stutzer	(816) 521-5330	\$ 2,519,000.00	100%
2022	Carriage Commons Drainage Improvements	City of Gladstone, MO	Tim Nerbergall	(816) 436-5442	\$ 234,585.65	100%
2021	Four Ballfield Restroom Replacement	Unified Government of WyCo	Jack Webb	(913) 573-8362	\$ 585,000.00	100%
2021	Construction Manager @ Risk Kol/Alligator Pond and Train Barn Renovation	Friends of the Zoo-KC	Linda Falk	(816) 325-6918	\$ 3,572,489.30	100%
2021	Steamboat Landing Boardwalk	City of Warsaw, MO	Randy Pogue	(660) 438-5522	\$ 654,400.00	100%
2021	Ph 1 Development of Michael Gunn Park	Platte County, MO	Chris Oryshyn	(816) 858-3337	\$ 345,200.00	100%
2021	Design-Build Intersection Improvements FY22 Citywide Vision Zero	City of Kansas City, MO	Uday Manepalli	(816) 914-8775	\$ 1,515,400.00	93%
2021	Trail and Bridge Improvements Roe to Tomahawk	City of Leawood, KS	Brian Anderson	(913) 663-9110	\$ 1,175,446.50	100%
2021	Construction Manager @ Risk Fuel System Replacement	City of Overland Park, KS	Becky Bonebrake	(913) 895-6008	\$ 1,187,031.00	100%
2021	Replacement of Flapper Gates	South St. Joseph Industrial Sewer District	Chad Coleman	(816) 238-3959	\$ 52,000.00	100%
2021	9th and Iowa Traffic Signal Replacement Project	City of Lawrence, KS	Jake Baldwin	(785) 832-3196	\$ 554,609.00	100%
2021	City of Olathe 2021 Sidewalk Improvements	City of Olathe, KS	Matt Kapfer	(913) 971-9004	\$ 513,623.00	100%
2021	N. Congress Culvert Repair	City of Kansas City, MO	David Buchanan	(816) 513-3360	\$ 801,601.00	100%
2021	Lawrence Loop Bike Trail	City of Lawrence, KS	Jake Baldwin	(785) 832-3196	\$ 731,960.00	100%
2021	Moonlight Road Pedestrian and Bicycle Path	City of Gardner, KS	Seth Gotchey	(913) 317-9390	\$ 480,892.00	100%
2021	Construction Manager @ Risk North Kansas City Streetscape	City of North Kansas City, MO	Anthony Sands	(816) 274-6004	\$ 3,996,438.00	100%
2021	Design-Build Burroughs Creek Splash Park	City of Lawrence, KS	Jake Baldwin	(785) 832-3196	\$ 372,500.00	100%
2021	Agency Construction Management High Aspirations	High Aspirations, Inc.	Henry Wash	(816) 305-3334	\$ 400,000.00	100%
2021	Design-Build Savannah WWTF UV Disinfection System	Burns McDonnell	Kevin DeVoto	(816) 686-2212	\$ 317,000.00	100%
2021	Six at Park Intersection Improvements	City of Parkville, MO	Alysen Abel	(816) 741-7676	\$ 862,417.10	100%
2021	Design-Build Woodlawn Estates 1st Plat	Emery Sapp & Sons, Inc.	Hal Hanrahan	(816) 221-3500	\$ 287,060.00	100%

YEAR	PROJECT NAME	OWNER	CONTACT	PHONE	March 25, 2024	% COMPLETE
					CONTRACT AMOUNT	
2021	Mill Creek Regional WWTP Asset Renewal Project	Johnson County Wastewater	Justin Brack	(913) 715-8632	\$ 2,517,000.00	100%
2021	Spec Chem Concrete Pad	TMS Mechanical Contractors	Jeremy Luecke	(913) 205-6106	\$ 60,560.00	100%
2021	Rehabilitate London and Madrid	City of Kansas City, MO	Lapondzia Jones	(816) 243-3057	\$ 2,498,000.00	100%
2021	Macken Park Building Addition	City of North Kansas City, MO	Anthony Sands	(816) 274-8004	\$ 208,500.00	100%
2021	JCCC Drainage Repairs	Johnson County Community College	Lary Allen	(913) 469-2336	\$ 98,100.00	100%
2021	Humes Road Bridge	City of Weston, MO	Steven George	(816) 640-2752	\$ 206,845.00	100%
2021	Mill Creek Pedestrian Bridge	Johnson County Parks & Recreation	Mark Allen	(913) 826-3429	\$ 292,921.75	100%
2021	Lawson Long-Range Sidewalk Phase II	City of Lawson, MO	Matt Nolker	(816) 580-3217	\$ 339,444.00	100%
2021	Middle Basin WWTP Gas Bubble	Johnson County Wastewater	Bo Nead	(913) 715-8540	\$ 363,680.74	100%
2021	Emergency Line Repair	Johnson County Wastewater	Alex Szerwinski	(913) 715-8549	\$ 25,000.00	100%
2021	Middle Basin WWTP Air Line	Johnson County Wastewater	Alex Szerwinski	(913) 715-8549	\$ 311,541.27	100%
2021	Kathryn Lyon Flora Park	City of Fairway, KS	Brice Soeken	(913) 262-0350	\$ 357,900.00	100%
2021	St. Andrews Church Parking Lot	St. Andrews Episcopal Church	Zachary Beall	(816) 606-3239	\$ 231,466.00	100%
2021	Design-Build Giraffe Enclosure	Friends of the Zoo-KC	Linda Falk	(816) 325-6918	\$ 363,571.00	100%
2021	Design-Build Briarcliff Trail	KCMO Parks & Recreation	Scott Overbay	(816) 513-7628	\$ 899,999.00	100%
2020	KC Zoo Gorilla Separation Wall	Friends of the Zoo-KC	Linda Falk	(816) 325-6918	\$ 229,950.00	100%
2020	Clinton WTP Clarifier Mixer and Drive Replacement	City of Lawrence, KS	Leah Morris	(785) 423-0402	\$ 568,500.00	100%
2020	Design-Build Rising Star Park Sprayground	City of Platte City, MO	Ryan Crowley	(816) 858-5627	\$ 333,000.00	100%
2020	Restroom Replacements at KCK Parks	City of Kansas City, KS	Jack Webb	(913) 573-8362	\$ 504,700.00	100%
2020	Lion's Park	City of Kearney, MO	David Pavlich	(816) 903-4731	\$ 628,000.00	100%
2020	City Park to College Boulevard Trails	City of Leawood, KS	Brian Anderson	(913) 663-9110	\$ 130,940.60	100%
2020	Pump Station 2 and Force Main Rehabilitation	Unified Government of WyCo	Kristofer Finger	(913) 573-5422	\$ 2,303,677.00	100%
2020	Hanger 1 Parking Lot	City of Lee's Summit Missouri	David Lohe	(816) 969-1800	\$ 145,480.00	100%
2020	Hwy 71 & Icon Road Intersection Turn Lane Improvements	Northwest Missouri State University	Angie Wolters	(660) 562-1178	\$ 713,843.00	100%
2020	Water Treatment Plant and Well Field Improvements	City of North Kansas City, MO	Jerry Charlton	(913) 707-4325	\$ 13,764,048.00	100%
2020	FMS Temp South Erosion Control	The RMR Group	Scott Marcos	(913) 281-7389	\$ 24,894.00	100%
2020	WWTP Aeration and Clarification Equipment Placement	City of Spring Hill, KS	Greg Kendall	(816) 361-0440	\$ 436,400.00	100%
2020	Dogwood Elementary School Sidewalk	City of Kearney, MO	David Pavlich	(816) 903-4731	\$ 180,377.00	100%
2020	2020 Inspiration and Women of the World Sculpture	City of Leawood, KS	Brian Anderson	(913) 663-9110	\$ 94,475.00	100%
2020	Rock Creek WWTP Biosolids Improvements	City of Independence, Missouri	Richard Kemple	(816) 325-7030	\$ 4,107,335.00	100%
2020	Kill Creek Streamway & Trail Stabilization	Johnson County Parks & Recreation	Mark Allen	(913) 826-3429	\$ 369,992.00	100%
2020	Jefferson Street Improvements	City of Lee's Summit, MO	Rodney Hudson	(816) 969-1800	\$ 2,589,276.00	100%
2020	Airfield Pavement Repairs at Downtown Airport	City of Kansas City, MO	Mike Waller	(816) 243-3037	\$ 282,556.70	100%
2020	Olathe West High School Canopy	Unified School District No 233	Travis Palangi	(913) 780-8211	\$ 273,400.00	100%
2020	Culvert 18.80 N - 11.20 E Rehabilitation	Douglas County Public Works	Nolan Packard	(785) 832-5293	\$ 151,860.00	100%
2020	Site Improvements At Transportation & Meadowmere	Grandview C4 School District	Ann Cook	(816) 316-5000	\$ 370,200.00	100%
2020	95th Near Haskins Storm Sewer Replacement	City of Lenexa, KS	Tom Jacobs	(913) 477-7644	\$ 82,584.00	100%
2020	St. Andrews Sidewalk Project	St. Andrews Episcopal Church	Zachary Beall	(816) 606-3239	\$ 35,761.00	100%
2020	Maple Leaf Conservation Area Parking Lot	Missouri Department of Conservation	Dale Parsons	(573) 522-4115	\$ 437,191.00	100%
2020	R Park Phase 1 & 2 Improvements	City of Roeland Park, KS	Donnie Scharff	(913) 722-2600	\$ 1,128,000.00	100%
2020	Meerkat Holding Building Fire Damage Repair	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 165,053.15	100%
2020	4th and Main Parking Lot	City of Lee's Summit, MO	Rodney Hudson	(816) 969-1800	\$ 231,773.00	100%
2020	Standby Generator Replacement	City of Olathe, KS	Sabrina Parker	(913) 971-9116	\$ 658,000.00	100%
2020	Armour Road Redevelopment	City of North Kansas City, MO	Mallory Brown	(816) 274-6000	\$ 210,851.79	100%
2020	Kansteiner Retaining Wall Improvement	Leavenworth Waterworks	Kayla Manning	(913) 682-1513	\$ 75,784.00	100%
2020	95th Street and Santa Fe Trail Drive Intersection Improvements	City of Lenexa, KS	Paula Parke	(913) 455-7500	\$ 1,998,929.00	100%
2020	City Park Improvements	Unified Government of WyCo	Kelly Regan	(913) 573-5440	\$ 678,684.00	100%
2020	Dykes Branch Pump Station Contract 6	Johnson County Wastewater	Andrew Wendel	(913) 715-8540	\$ 490,400.00	100%
2019	Tudor Rd Pump Station Odor Control Improvements	City of Lee's Summit, MO	Rodney Hudson	(816) 969-1800	\$ 881,390.00	100%
2019	Walnut Street Sidewalk at East Grand Avenue	City of Cameron, MO	Drew Bontrager	(816) 632-2177	\$ 246,729.00	100%
2019	Stormwater Imprv Project - Shoreline and Broadmoor	City of Louisburg, KS	Nathan Law	(913) 837-5839	\$ 221,962.00	100%
2019	Wornall House Site Improvements	Wornall/Majors House Museums	Kerrie Nichols	(816) 444-1858	\$ 255,603.00	100%
2019	KU Murphy Hall	University of KS Medical Center	A.J Woodworth	(913) 588-9006	\$ 1,101,090.00	100%
2019	71st Street Sidewalk Improvements	City of Shawnee, KS	Kevin Manning	(913) 742-6280	\$ 133,671.20	100%
2019	Water Line Repair	Unified Government of WyCo	Sharon Reed	(913) 573-5465	\$ 19,676.27	100%

YEAR	PROJECT NAME	OWNER	CONTACT	PHONE	March 25, 2024	%
					CONTRACT AMOUNT	COMPLETE
2019	Pump Station 16 Pond Liner	Unified Government of WyCo	Sharon Reed	(913) 573-5465	\$ 90,494.03	100%
2019	Term and Supply	Unified Government of WyCo	Sharon Reed	(913) 573-5465	N/A	100%
2019	Elephant Road	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 79,786.00	100%
2019	Kill Creek Trail	City of Gardner, KS	Tim McEldowney	(913) 856-0959	\$ 344,727.00	100%
2019	Veterans Park	City of Spring Hill, KS	Dillion Jones	(913) 592-3664	\$ 1,006,640.00	100%
2019	Ironhorse Golf Club NO. 9 Green Cart Path Relocation	City of Leawood, KS	Brian Anderson	(913) 238-2859	\$ 85,483.00	100%
2019	2019 Jumping Branch Trail	City of Riverside, MO	Noel Challis	(816) 741-3993	\$ 856,782.00	100%
2019	Serenity Garden	Ronald McDonald House Charities	Michael Kizzee	(816) 541-8456	\$ 875,444.50	100%
2019	Truman Road Booster Station Improvements	City of Independence, MO	Scott Howell	(816) 325-7650	\$ 1,039,100.00	100%
2019	Longview Metal Building	Jackson County MO	John L. Johnson	(816) 503-4823	\$ 514,575.00	100%
2019	Piper Creek Service Area Regional Sewer Imprv	Unified Government of WyCo	Kristofer Finger	(913) 573-5422	\$ 3,070,065.00	100%
2019	Shawnee Mission Parkway Bridge Over Turkey Creek	City of Meriam, KS	Carl Sanders	(913) 322-5521	\$ 194,699.00	100%
2019	Lake Ridge Meadows Traffic Calming	City of Lee's Summit, MO	Jon Haley	(816) 969-1800	\$ 78,560.00	100%
2019	Elephant Wall Modifications	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 40,300.00	100%
2019	Sugar Creek Pump Station Staircase Replacement	City of Independence, MO	Erik Gilkey	(816) 325-7649	\$ 139,800.00	100%
2019	Outfall Improvements to Fountain Lake	Lakeviw Village	Matt Nieman	(913) 744-2424	\$ 225,240.00	100%
2019	Sidewalks Africa & Carousel	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 52,371.00	100%
2019	WWTP Ultraviolet Disinfection System Replacement	City of Spring Hill, KS	Jim Boyer	(913) 592-2996	\$ 239,770.00	100%
2019	Thompson Park Improvements	City of Overland Park, KS	Scott Shierk	(913) 327-6637	\$ 3,656,314.67	100%
2019	Parks-Parking Lots, Roads and Trails	KCMO Parks & Recreation	Rodney Riffle	(816) 513-7619	\$ 781,902.00	100%
2019	Lee's Summit Refueling Station	City of Lee's Summit, MO	Jon Haley	(816) 969-1800	\$ 448,232.00	100%
2019	Englewood Art District Streetscape Improvements	City of Independence, MO	Shar Dilmaghani	(816) 325-7611	\$ 298,721.00	100%
2019	Camel Feeding Deck	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 213,500.00	100%
2019	Courtney Bend WWTP Chemical Injection Valves	City of Independence, MO	Erik Gilkey	(816) 325-7649	\$ 102,898.00	100%
2018	WWTP No. 20 - Scum Pump Replacement	Unified Government of WyCo	Joe Barnes	(913) 573-1353	\$ 372,981.00	100%
2018	Penrose Pull Off	City of Lenexa, KS	Ben Clark	(913) 477-7795	\$ 26,143.00	100%
2018	Lake City Baffle Improvements	MO Depart. Of Conservation	Sandy Payne	(573) 522-0136	\$ 225,000.00	100%
2018	Train Track Retaining Wall	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 98,704.00	100%
2018	Sapling Grove Fire Damage	City of Overland Park, KS	Scott Shierk	(913) 327-6637	\$ 133,220.00	100%
2018	Prospect Max BRT Pkg 4	KCATA	Linda Clark	(816) 346-0389	\$ 14,531,605.00	100%
2020	Design-Build The View Addition	City of Grandview, MO	Sue Yerkes	(816) 316-4880	\$ 907,950.79	100%
2018	Design-Build Meadowmere Splash Park	City of Grandview, MO	Sue Yerkes	(816) 316-4880	\$ 1,859,653.00	100%
2018	Elephant Stalls	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 33,710.00	100%
2018	Park Place Stream Repair	Van Trust	Ryan Hackenmiller	(816) 569-1467	\$ 331,874.00	100%
2018	NW 64th/Gower Dr Connection/Repairs	City of Kansas City, MO	Mario Vasquez	(816) 513-6924	\$ 1,548,973.00	100%
2018	Sunken Garden Hardscapes	City of Mission Hills, KS	Jennifer Lee	(913) 362-9620	\$ 117,929.55	100%
2018	Downtown Streetscape	City of Smithville, MO	Jack Hendrix	(816) 532-3897	\$ 2,216,618.15	100%
2018	Chimpanzee Exhibit Sidewalk	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 67,360.38	100%
2018	White Oak Park Access and Trail Improvements	KCMO Parks & Recreation	Richard Allen	(816) 513-7713	\$ 286,613.00	100%
2018	Phase II Improvements for Lone Elm Park	City of Olathe, KS	Lisa Donnelly	(913) 971-8613	\$ 1,920,690.50	100%
2018	Lamar Pump Station Improvements	Water District No. 1 of JoCo	Hanley Barker	(913) 895-5800	\$ 1,775,397.00	100%
2018	Courtney Bend Lime Slaker 2 & 3 Installation	Independence, MO Water Dept	Robert Parks	(816) 325-7702	\$ 115,218.74	100%
2018	Downtown Revitalization Phase IV	City of Warrensburg, MO	William Graves	(660) 262-4664	\$ 561,593.40	100%
2018	Cedar Mill Pump Station Improvements	Johnson County Wastewater	Shannon Mathes	(913) 715-8556	\$ 184,185.70	100%
2018	JCW Term and Supply	Johnson County Wastewater	Dale Bauer	(913) 715-0525	N/A	100%
2018	Dyke's Branch Pump Station Improvements	Johnson County Wastewater	Andy Wendel	(913) 715-8540	\$ 78,972.81	100%
2018	Ferric Tank & Pump Relocation	Johnson County Wastewater	Terry McQuerry	(913) 715-0525	\$ 149,470.78	100%
2019	Swatzell View Pump Station	Johnson County Wastewater	Michael Blevins	(913) 715-8550	\$ 108,241.82	100%
2021	Mission Main Clarifier	Johnson County Wastewater	Charles Strauss	(913) 715-8758	\$ 375,949.38	100%
2019	Bisulfite Line Replacement	Johnson County Wastewater	Paul Bodner	(913) 715-0525	\$ 24,037.95	100%
2020	Vactor Dump Station	Johnson County Wastewater	Michael Cunningham	(913) 715-8545	\$ 355,635.52	100%
2020	Dyke's Branch Future Conduits	Johnson County Wastewater	Andy Wendel	(913) 715-0525	\$ 14,469.93	100%
2020	Air Line Replacement	Johnson County Wastewater	Paul Bodner	(913) 715-0525	\$ 97,816.91	100%
2021	Cedar Mill Air Release Valves	Johnson County Wastewater	Justin Brack	(913) 715-8632	\$ 13,385.86	100%

YEAR	PROJECT NAME	OWNER	CONTACT	PHONE	CONTRACT AMOUNT	% COMPLETE
2018	Influent PS, Excess Flow Holding Tank, Interceptor Sewers	City of Smithville, MO	Dan Toleikis	(816) 532-3897	\$ 2,567,548.00	100%
2018	Parking Lot Replacement	Mega Industries Corporation	Craig Bridgeman	(816) 472-8722	\$ 80,000.00	100%
2018	Sunken Garden	City of Mission Hills, KS	Jennifer Lee	(913) 362-9620	\$ 245,174.00	100%
2018	Gilham Park Sprayground	City of Kansas City, MO	Erica Flad	(816) 513-7780	\$ 635,400.00	100%
2018	18th & Vine Sidewalk Improvements	City of Kansas City, MO	Kerry Kanatzer	(816) 513-4713	\$ 632,500.00	100%
2018	Gateway Signage	City of North Kansas City, MO	Sara Copeland	(816) 274-6006	\$ 280,602.00	100%
2018	39th Street & Noland Road Intersection Imprv.	City of Independence, MO	Shar Dilmaghani	(816) 325-7600	\$ 656,937.55	100%
2018	Target Green East Mariborough-Maintenance	KCMO Water Services Department	Priya Iyengar	(816) 513-0579	\$ 175,000.00	100%
2018	Nature Play Area	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 667,422.00	100%
2017	Hippo Walkway Pavement	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 144,300.00	100%
2017	Prospect St. Sidewalk	City of Kearney, MO	David Pavlich	(816) 903-4731	\$ 100,790.00	100%
2017	Kaw Point Primary Sludge Pumping Mod.	Unified Government of WyCo	Randal Phillips	(913) 573-5700	\$ 252,432.00	100%
2017	KC Zoo Touch Tank	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 3,739,553.70	100%
2017	Atterbury Student Success Ctr.	UMKC	Greg Silkman	(816) 235-1369	\$ 24,371.11	100%
2017	Ridgeview Turn Lane	City of Olathe, KS	Matt Kapfer	(913) 971-9004	\$ 268,529.00	100%
2017	18th St. & Lydia Parking Lot	City of Kansas City, MO	Kerry Kanatzer	(816) 513-4713	\$ 1,433,299.00	100%
2017	Rt Z, Lafayette County	MoDOT	Brian Iles	(660) 584-7757	\$ 386,706.76	100%
2017	Blacksnake Creek Stormwater	City of St. Joseph, MO	Andy Clements	(816) 271-4742	\$ 15,663,990.00	100%
2017	Sapling Grove Park	City of Overland Park, KS	Mike Burton	(913) 895-6032	\$ 592,475.00	100%
2017	6200 Nieman Rd.	City of Shawnee, KS	Cynthia Moeller-Krass	(913) 742-6236	\$ 4,896,395.50	100%
2017	Amenity Zone - 89th & Penrose	City of Lenexa, KS	Ben Clark	(913) 477-7795	\$ 1,095,441.80	100%
2017	North Monument Gateway Sign Project	Lee's Summit Municipal Bld Auth	Chris Hughey	(816) 969-1225	\$ 123,903.00	100%
2017	Grading, Surfacing & Traffic Signal US169 & 175th	KDOT	Lee Alverado	(785) 296-7181	\$ 362,248.33	100%
2017	J1S3092-J1S3096 Route 6 Buchanan County	MoDOT	Greg Stervinou	(816) 215-7273	\$ 2,700,726.53	100%
2017	Tomahawk Park Trail	City of Leawood, KS	Brian Anderson	(913) 238-2859	\$ 359,184.00	100%
2017	Sar-Ko-Par Trail Park Pavilion	City of Lenexa, KS	Logan Wagler	(913) 477-7140	\$ 2,067,667.68	100%
2017	Tremont Square Parking Lot	Tremont Square TDD	Steve Toth	(402) 493-2800	\$ 563,162.75	100%
2017	NCAC Intermediate Piping Replacement	Johnson County KS	Patrick Denning	(913) 715-8562	\$ 60,787.70	100%
2017	City Center Multi-Purpose Trail	City of Lenexa, KS	Ben Clark	(913) 477-7795	\$ 304,212.74	100%
2017	New Century Airport	Johnson County Airport	Amy Vallery	(913) 715-0595	\$ 142,000.00	100%
2017	Urish Sidewalk Improvements	City of Urish, MO	Jerany Jackson	(417) 886-7171	\$ 51,946.00	100%
2017	KCATA Bldg. 1 Elevators	KCATA	Keith Sanders	(816) 346-0359	\$ 1,583,300.00	100%
2017	South Pawnee Circle	City of Olathe, KS	Neil Meredith	(913) 971-9075	\$ 77,316.00	100%
2017	C04 Rt 291 Clay County	MoDOT	Matthew Daulton	(816) 437-3625	\$ 301,522.10	100%
2017	Nativity School Sidewalks	City of Independence, MO	Shar Dilmaghani	(816) 325-7600	\$ 283,803.70	100%
2017	Running Horse Road Connector	Platte County, MO	Noel Challis	(816) 858-1808	\$ 190,514.80	100%
2016	Trailside Center Parking Lot	KCMO Parks & Rec	Rodney Riffle	(816) 513-7619	\$ 347,046.20	100%
2016	JoCo Admin. Bldg. Parking Lot	Johnson County, KS	David Schaecher	(913) 715-1177	\$ 132,935.04	100%
2016	KC Zoo Sidewalk Replacement	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 101,993.50	100%
2016	KC Zoo Goat & Donkey Exhibit	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 514,600.00	100%
2016	Buckeye Greenway Ped Bridge & Bank Stabilization	KCMO Parks & Rec	Erica Flad	(816) 513-7780	\$ 250,070.00	100%
2016	Hansen WTP (Fac. 1&2) General Improvements	Water District No. 1 of JoCo	Ramsey Hagan	(913) 895-5823	\$ 1,254,000.00	100%
2016	Illinois Avenue Reconstruction	City of St. Joseph, MO	Brady McKinley	(816) 271-4741	\$ 1,031,370.00	100%
2016	Rt. YY, Buchanan Co.	MoDOT	Amanda Haynes	(573) 751-7460	\$ 1,057,924.02	100%
2016	2016 Concrete Street Repairs	City of St. Joseph, MO	Brady McKinley	(816) 271-4741	\$ 417,100.00	100%
2016	FY-17 Concrete	KCMO School District	Larry Weissman	(816) 418-7323	\$ 447,709.79	100%
2016	Target Green East Mariborough	KCMO Water Services	Priya Iyengar	(816) 513-0579	\$ 4,561,000.00	100%
2016	Citywide Playgrounds 2016	KCMO Parks & Rec	Erica Flad	(816) 513-7602	\$ 490,438.00	100%
2016	Mission Crossing Park	City of Mission, KS	Christy Humerickhouse	(913) 722-8210	\$ 104,172.55	100%
2016	Independence & Benton Blvd Intersection	KCMO Parks & Rec	James Wang	(816) 513-7622	\$ 1,459,633.25	100%
2016	Tomahawk Parkway Bridge & Trail Improvements	City of Leawood, KS	Brian Anderson	(913) 238-2859	\$ 206,988.00	100%
2016	Lift Station Replacement	City of Olathe, KS	Sabrina Parker	(913) 971-9116	\$ 681,000.00	100%
2016	Elephant Shade Structure	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 249,900.00	100%
2016	Park Place Stream Repair	The Weitz Company, LLC	Nikki Powell	(913) 969-9970	\$ 3,464.89	100%

YEAR	PROJECT NAME	OWNER	CONTACT	PHONE	CONTRACT AMOUNT	% COMPLETE
2016	Manor Park Renovation Project	City of Edgerton, KS	Tegan Meadors	(913) 780-6707	\$ 141,899.62	100%
2016	Lake City Baffle Improvements	Missouri Dept of Conservation	Greg Trinkle	(573) 522-0136	\$ 80,514.00	100%
2015	Greenwood & Raintree Lift Station Improvements	Little Blue Valley Sewer Dist.	Lisa O'Dell	(816) 796-9191	\$ 238,001.00	100%
2015	Ray Marsh Elementary	Shawnee Mission School U.S.D 512	Everett Morgan	(913) 993-6474	\$ 647,400.00	100%
2015	Nelson WWTP Solids Handling	Johnson County Wastewater	Dale Bauer	(913) 715-0525	\$ 6,458,967.80	100%
2015	Johnson Dr. & Woodland Intersection	City of Shawnee, KS	Paul Lindstrom	(816) 631-2500	\$ 368,475.50	100%
2015	Main Complex Drive	Blue Valley Recreation Commission	Jim Hook	(913) 685-6022	\$ 215,329.00	100%
2015	Leawood City Park Access	City of Leawood, KS	Brian Anderson	(913) 238-2859	\$ 291,274.40	100%
2015	Riverfront Community Ctr. Flood Control Wall	City of Leavenworth, KS	Mike Hooper	(913) 684-0396	\$ 494,830.00	100%
2015	2015 Street Preservation Program	City of Olathe, KS	Austin Lamparter	(913) 381-1170	\$ 280,792.00	100%
2015	CID Pump Station Bar Screen Improvements	Unified Government of WyCo	Jerod Letcher	(913) 573-5700	\$ 360,114.55	100%
2015	2nd St. Corr. Improvements	City of Lee's Summit, MO	Matt Haug	(816) 969-1856	\$ 220,909.10	100%
2015	Blue River #14 PS	Johnson County Wastewater	Gordon Rames	(913) 715-8535	\$ 2,022,382.50	100%
2015	Pump Station Improvements	Unified Government of WyCo	Jerod Letcher	(913) 573-5700	\$ 1,285,000.00	100%
2015	Jules Street	City of St. Joseph, MO	Bob Todd	(816) 271-5322	\$ 876,641.00	100%
2015	Street Improve Cedar Creek & Heatherstone Elem.	USD 233-Olathe, KS	Greg Thomason	(913) 780-7011	\$ 126,608.00	100%
2015	Pavement Improvements @ NE Offices	Johnson County	John Glessner	(913) 715-1159	\$ 165,000.00	100%
2015	Uptown Redevelopment	City of St. Joseph, MO	Brady McKinley	(816) 271-4741	\$ 1,134,183.00	100%
2015	I-435 SB Off Ramp & 87th St.	City of Lenexa, KS	Paula Parke	(913) 455-7500	\$ 543,420.00	100%
2015	2014 Park Restroom Improvements	City of Lenexa, KS	Logan Wagler	(913) 477-7140	\$ 655,783.00	100%
2014	Minor Park Connector Trail	KCMO Parks & Rec	Richard Allen	(816) 513-7713	\$ 652,608.45	100%
2014	Rt Bus 29, Buchanan County	MoDOT	Gregory Stervinou	(660) 646-3218	\$ 1,034,526.00	100%
2014	Main St. Viaduct over KC Term. RR	City of Kansas City, MO	James Wang	(816) 513-2737	\$ 510,481.92	100%
2014	Center City Traffic Signal-PH 1	Unified Government of WyCo	Lideana Laboy	(913) 573-5400	\$ 508,270.00	100%
2014	KCATA Prospect Bus Stop Improvements	KCATA	Jeff Martin	(816) 513-8722	\$ 84,720.00	100%
2014	KCMO Union Station Headwall	AMTRAK	Mildred Soto	(312) 544-5139	\$ 379,814.18	100%
2014	Northeast City Parking Lot & Site Improvements	City of St. Joseph, MO	Roger Sparks	(816) 271-4733	\$ 350,442.50	100%
2014	Call 212 Leavenworth Co. Pedestrian & Bike Trail	KDOT	Kevin Kellerman	(913) 721-2754	\$ 475,313.61	100%
2014	Weston Community Connectivity 45 HWY PH I	City of Weston, MO	Kim Kirby	(816) 640-2915	\$ 379,950.00	100%
2014	Antioch Crossing Park & Ride	KCATA	Keith Sanders	(816) 346-0359	\$ 605,749.00	100%
2014	Geometric Upgrade & Traffic Signals	City of Kansas City, MO	Sam Akula	(816) 513-9861	\$ 507,485.00	100%
2014	Water Pollution Cont. Trickling Filter #1	City of Leavenworth, KS	Mike Hooper	(913) 758-6636	\$ 205,500.00	100%
2014	Thompson Barn	City of Lenexa, KS	Bob Reynolds	(913) 477-7781	\$ 110,152.25	100%
2014	Marlborough Park	KCMO Parks & Rec	Frank Gibbs	(816) 513-7563	\$ 475,100.00	100%
2014	Rt. 58, Cass County	MoDOT	Nidal Al-Khaldi	(816) 347-4143	\$ 1,503,468.18	100%
2014	Faraon St. Curbs, Sidewalks, & Asphalt	City of St. Joseph, MO	Bob Todd	(816) 271-5322	\$ 644,651.00	100%
2014	Rt. H, Andrew County	MoDOT	Kris Buczek	(816) 387-2585	\$ 247,175.48	100%
2014	Fire Station #2 Parking Lot Recon.	City of Lenexa, KS	Ben Clark	(913) 477-7781	\$ 184,350.00	100%
2014	North Ball Field - PH II	Blue Valley Recreation Commission	Jim Hook	(913) 685-6000	\$ 173,607.00	100%
2014	W. 183rd & Center St. Traffic Signal Improve	City of Gardner, KS	Mark A. Pottinger	(913) 856-0918	\$ 254,600.00	100%
2014	Swope Campus Parking Lot	KCMO Water Services	Bon Marie Gardner	(816) 513-0808	\$ 3,469,000.00	100%
2014	2014 Citywide Playground Improvements	KCMO Parks & Rec	Patt Losiewicz	(816) 513-7632	\$ 407,000.00	100%
2014	MRT - Security Enhancement	Platte County, MO	Brian Nowotny	(816) 858-3541	\$ 116,500.00	100%
2014	Visitor Lot Expansion	Federal Reserve Bank	Mark Havelka	(816) 881-2378	\$ 335,319.00	100%
2014	Misty Springs WWTF Decom	Platte County, MO	Dan Koch	(816) 858-2052	\$ 34,735.30	100%
2014	Emergency Power Generation II	KCMO Water Services Department	Carla Bergman	(816) 513-0348	\$ 2,381,000.00	100%
2014	Pembroke Hill Playground Renovation	Pembroke Hill HS	James Miller	(816) 936-1213	\$ 64,083.00	100%
2014	Prairie View HS Grandstand Improve	Prairie View USD 362	Aaron Schmidt	(913) 663-5373	\$ 292,350.00	100%
2013	Rt 6 & 752 ADA Improvements	MoDOT	Gregory Stervinou	(660) 646-3218	\$ 753,889.00	100%

YEAR	PROJECT NAME	OWNER	CONTACT	PHONE	March 25, 2024	% COMPLETE
					CONTRACT AMOUNT	
2013	Blue Valley North Ball Fields	Blue Valley Recreation Commission	Jim Hook	(913) 685-6000	\$ 152,901.00	100%
2013	Tomahawk Park Trail	City of Leawood, KS	Brian Anderson	(913) 339-6700	\$ 1,479,079.70	100%
2013	UV Disinfection Addition	City of Parkville, MO	Kirk Rome	(816) 741-7676	\$ 452,489.80	100%
2013	Rt 33 Clinton County	MoDOT	James Gillespie	(660) 646-3218	\$ 72,527.40	100%
2013	Dean Ave & Lucy Webb Roundabout	City of Raymore, MO	Michael Krass	(816) 331-1852	\$ 387,865.00	100%
2013	Lenexa Monument Signage	City of Lenexa, KS	Logan Wagler	(913) 477-7140	\$ 327,825.00	100%
2013	100th St. & Darnell Storm Drainage	City of Lenexa, KS	Tom Jacobs	(913) 477-7680	\$ 2,718,316.45	100%
2013	Nichols Patio & Terrace	KC Art Institute	Rick Rieder	(816) 802-3500	\$ 322,780.00	100%
2013	NW 88th St.	MD Management	Caprice James	(913) 831-2996	\$ 345,954.00	100%
2013	Phase I Sidewalk & Lighting Enhancements	City of Lathrop, MO	Philip Schrick	(816) 781-6182	\$ 225,666.00	100%
2013	Volker & Oak Intersection Improvements	City of Kansas City, MO	Abe Shriazi	(816) 513-9462	\$ 576,937.38	100%
2013	Shoal Creek Trail Segment 6	City of Kansas City, MO	Wes Minder	(816) 513-6977	\$ 899,024.00	100%
2013	Design-Build Holmes Rd.	City of Kansas City, MO	Wes Minder	(816) 513-6977	\$ 1,101,505.58	100%
2013	Lot C Walkway Bridge Repair	Unified Government of WyCo	Don Jones	(913) 573-5331	\$ 381,000.00	100%
2013	State Ave Corridor Transit Improvements	KCATA	Keith Sanders	(816) 346-0359	\$ 4,559,642.00	100%
2012	Concrete Ditch Lining Rehab	City of Lenexa, KS	Tom Jacobs	(913) 477-7680	\$ 206,845.00	100%
2012	Fifth St.-Phase II	City of Weston, MO	Kim Kirby	(816) 640-2752	\$ 304,066.50	100%
2012	I-670 Pedestrian Bridge Art Installation	City of Kansas City, MO	Mario Vasquez	(816) 513-2726	\$ 39,250.00	100%
2012	KCATA Waterline Break Pavement Repair	KCATA	Matt Chrisman	(816) 346-0227	\$ 17,840.00	100%
2012	NE 73rd Terr. Bank Stabilization	City of Gladstone, MO	Glen Whitten	(816) 423-4131	\$ 194,624.00	100%
2012	SW Surface Parking Lot	US Federal Reserve Bank	Mark Havelka	(816) 881-2378	\$ 222,000.00	100%
2012	Rt 210 Clay County	MoDOT	Mark Sommerhauser	(816) 347-2299	\$ 379,611.46	100%
2012	Metcalf/SM Pkwy Bus Corridor	City of Overland Park, KS	Brian Scovill	(913) 895-6052	\$ 1,895,211.50	100%
2012	Design-Build N. Garfield Change Order	City of Kansas City, MO	Wes Minder	(816) 513-6977	\$ 55,051.00	100%
2012	CMH SE Parking Lot	Childrens Mercy Hospital	Randy Murrell	(913) 696-8167	\$ 381,518.00	100%
2012	Mo. Corridor East Side	KCATA	Will Hobart	(816) 346-0248	\$ 508,106.30	100%
2012	Block 112 Parking Lot	City of Kansas City, MO	Chad Thompson	(816) 513-2738	\$ 318,753.00	100%
2012	2012 Play Area Improvements	KCMO Parks & Rec	Heather Runkel	(816) 513-7619	\$ 914,878.00	100%
2012	Blue River WWTP Bar Screens	KCMO Water Services	Shaun O'Kelley	(816) 803-4600	\$ 601,701.00	100%
2012	Southern Platte Pass	Platte County, MO	John Zimmermann	(816) 329-8600	\$ 985,032.72	100%
2012	Oak Street Streetscape Improvements	City of Kansas City, MO	Mario Vasquez	(816) 513-2726	\$ 298,447.00	100%
2012	Bus Storage Facility Concrete Repairs	KCATA	John Marcus	(816) 346-0307	\$ 24,308.66	100%
2012	Uptown St. Joseph TDDB	City of St. Joseph, MO	Joyce Canfield	(816) 271-5322	\$ 289,964.00	100%
2012	7920 Ward Pkwy Storm Drainage	City of Kansas City, MO	Jim Merideth	(816) 513-0443	\$ 143,625.00	100%
2012	48th & Vermont	KCMO Water Services	Robert Davis	(816) 513-0357	\$ 88,732.00	100%

PROPOSAL FORM D
RFP 23-372-203
MegaKC Corporation

Proposal of _____, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as MegaKC Corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 23-372-203 – Centerview Detention Landscape.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) N/A, 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. 23-372-203

**Centerview Detention Landscape
Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds, and Insurance - not to exceed 5%	LS	1	\$ 6,900.00	\$ 16,900.00
Site Clearing	LS	1	\$36,500.00	\$ 36,500.00
Trees Planted (B&B)	EA	25	\$ 350.00	\$ 8,750.00
Shrubs Planted (3 Gallon)	GAL	101	\$ 52.00	\$ 5,252.00
Shrubs Planted (1 Gallon)	GAL	170	\$ 18.00	\$ 3,060.00
Grasses Planted (1 Gallon)	GAL	308	\$ 18.00	\$ 5,544.00
Grasses Planted (1 Qt)	QT	530	\$ 16.00	\$ 8,480.00
Perennials Planted (1 Gallon)	GAL	213	\$ 18.00	\$ 3,834.00
Perennials Planted (1 Qt)	QT	1073	\$ 16.00	\$ 17,168.00
Rock – Type 1	TONS	690	\$ 185.00	\$ 127,650.00
Mulch	CY	124	\$ 99.00	\$ 12,276.00
Tree Watering Devices	EA	25	\$ 95.00	\$ 2,375.00
Rock – Type 2	TONS	0	\$ 265.00	\$ -
Boulder Edging	FACE FEET	460	\$ 110.50	\$ 50,830.00
Individual Boulders in Landscape	EA	10	\$ 1,500.00	\$ 15,000.00
Interpretive Signs (3)	EA	3	\$ 1,600.00	\$ 4,800.00
Erosion Control at Outlets	EA	2	\$ 550.00	\$ 1,100.00
Stockpiled Planting Soil	CY	8	\$ 120.00	\$ 960.00
Landscape Restoration	LS	1	\$ 11,700.00	\$ 11,700.00
Temporary Irrigation	LS	1	\$ 4,800.00	\$ 4,800.00
2-yr Maintenance/Upkeep	LS	1	\$ 40,000.00	\$ 40,000.00
3rd-yr Maintenance/upkeep	LS	1	\$ 20,000.00	\$ 20,000.00
TOTAL BASE BID				\$ 396,979.00

Company Name **MegaKC Corporation**

Total Base Bid for Project Number: 23-372-203

\$ **396,979.00**

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

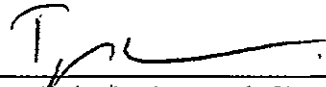
(\$ Three Hundred Ninety Six Thousand Nine Hundred Seventy Nine dollars and zero cents)

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

**BID PROPOSAL FORM E – RFP 23-372-203
CONTINUED**

MegaKC Corporation

Company Name _____

By 
Authorized Person's Signature

Tyler Wesselman Vice President

Print or type name and title of signer

Company Address _____

1491 Iron

North Kansas City, MO 64116

Phone 816-472-8722

Fax _____

Email megabids@megakc.com

Date 10/4/23

ADDENDA

Bidder acknowledges receipt of the following addendum: **N/A**

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

SEALED REQUEST FOR PROPOSAL ATTN: PURCHASING SPECIALIST	
RFP #:	23-372-203
DESCRIPTION:	Centerview Detention Landscape
OPENING DATE:	October 4, 2023
OPENING TIME:	11:00 a.m.
COMPANY NAME:	MegaKC Corporation
DATED MATERIAL - DELIVER IMMEDIATELY	

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

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: Tyler Wesselman Vice President

Company: MegaKC Corporation

Address: 1491 Iron, North Kansas City, Mo 64116

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #23-372-203.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

MegaKC Corporation

Company Name



Signature

Name: **Tyler Wesselman**

Title: **Vice President**

STATE OF Missouri COUNTY OF Clay

Subscribed and sworn to before me this 4th day of October, 2023.

Notary Public: Brally Boyles

My Commission Expires: 6/9/24 Commission # 20471610

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

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



Company ID Number: 660693

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the MegaKC Corporation (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 660693

Approved by:

Employer MegaKC Corporation	
Name (Please Type or Print) Jacob P Kerdrick	Title
Signature Electronically Signed	Date 04/09/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/09/2013



Company ID Number: 660693

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	MegaKC Corporation
Company Facility Address	1491 Iron Street North Kansas City, MO 64116
Company Alternate Address	
County or Parish	CLAY
Employer Identification Number	431619677
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

JOHNSON COUNTY
KANSAS
Contractor Licensing

2023-0001031
MEGAKC CORPORATION
1491 IRON
N KANSAS CITY, MO 64116

**JOHNSON COUNTY, KANSAS
CONTRACTOR LICENSING PROGRAM**

Hereby grants the following:

Class A - General Contractor
2023 CONTRACTOR LICENSE
TO

MEGAKC CORPORATION

ISSUED BY:
Contractor Licensing Program
Johnson County, KS
111 South Cherry Street, #1000
Olathe, KS 66061

LICENSE EXPIRES DECEMBER 31, 2023

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 8052436

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

MegaKC Corporation
1491 Iron Street
North Kansas City, MO 64116

SURETY (Name and Principal Place of Business):

Amerisure Mutual Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098

OWNER (Name and Address):

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

CONSTRUCTION CONTRACT

Date: April 8, 2024

Amount: (\$ 396,979.00) Three Hundred Ninety Six Thousand Nine Hundred Seventy Nine Dollars and 00/100

Description (Name and Location): Centerview Detention Landscaping

BOND

Date (Not earlier than Construction Contract Date): April 8, 2024

Amount: (\$ 396,979.00) Three Hundred Ninety Six Thousand Nine Hundred Seventy Nine Dollars and 00/100

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

MegaKC Corporation

Signature:

Name and Title: Tyler Wesselman

Vice President

(Any additional signatures appear on page 3)

SURETY

Company: (Corporate Seal)

Amerisure Mutual Insurance Company

Signature:

Name and Title: Susan E. Miranda

Attorney-in-Fact

Surety Phone No. 800-257-1900

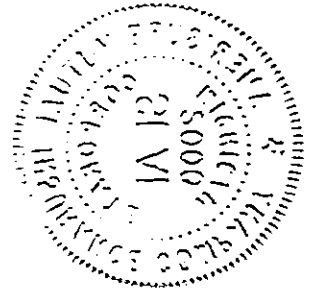
(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Thomas McGee Group, A Division of Risk Strategies
120 W. 12th St., Suite 1000
Kansas City, MO 64105-1938
816-842-4800

OWNER'S REPRESENTATIVE (Architect, Engineer or other)





1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 8052436

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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MegaKC Corporation
1491 Iron Street
North Kansas City, MO 64116

SURETY (Name and Principal Place of Business):

Amerisure Mutual Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098

OWNER (Name and Address):

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

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Modifications to this Bond: None See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

MegaKC Corporation

Signature:
Name and Title: **Tyler Wesselman**

Vice President

(Any additional signatures appear on page 6)

SURETY

Company: (Corporate Seal)

Amerisure Mutual Insurance Company

Signature:
Name and Title: Susan E. Miranda

Attorney-in-Fact

Surety Phone No. 800-257-1900

(FOR INFORMATION ONLY—Name, Address and Telephone)

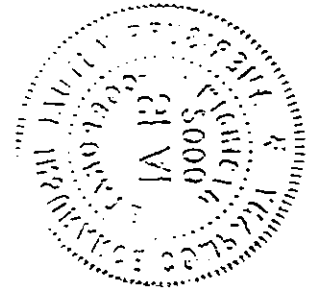
AGENT or BROKER:

Thomas McGee Group, A Division of Risk Strategic
120 W. 12th St., Suite 1000
Kansas City, MO 64105-1938
816-842-4800

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



City of San Jose



1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:



AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint Susan E. Miranda

8052436

MegaKC Corporation

City of Raymore, Missouri

Thomas McGee Group, A Division
of Risk Strategies

its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety; and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By

Michael A. Ito, Senior Vice President Surety

By

Aaron Green, Vice President Surety

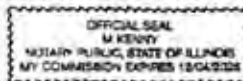


IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023

**Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company**

State of Illinois
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny
M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of April, 2024

Christopher M. Spaude
Christopher M. Spaude, Chief Financial Officer & Treasurer



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 25, 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 3883: Hawk Ridge Park Basketball Court and Rec Park Pickleball Courts

STRATEGIC PLAN GOAL/STRATEGY

1.2.1 Create a physical environment that inspires a sense of pride

FINANCIAL IMPACT

Award To:	McConnell & Associates
Amount of Request/Contract:	\$286,151.51
Amount Budgeted:	\$284,080.00
Funding Source/Account#:	Fund 47, Parks Sales Tax

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Spring 2024	Fall 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks Board
Date:	March 12, 2024
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project includes two parts:

- 1) The construction of three pickleball courts with fencing and court lighting at Recreation Park replacing the old skate park near the Public Works Facility. A grant has been submitted to fund picnic tables with shade and offset costs associated with court lighting.
- 2) The Construction of a new full size outdoor basketball court at Hawk Ridge Park on the west side. The project will also include sidewalk and trail connection.

Bids were received for the Hawk Ridge Park Basketball Court and Recreation Park Pickleball Court project on January 10, 2024 as follows:

Bidder	Total
McConnell & Associates	\$286,151.51
Legacy Underground	\$385,719.00
Infrastructure Solutions	\$418,040.00

McConnell & Associates is the lowest and best bidder in the negotiated amount of \$286,151.51

BILL 3883

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCONNELL AND ASSOCIATES FOR THE HAWK RIDGE PARK BASKETBALL COURT AND RECREATION PARK PICKLEBALL COURT PROJECT, CITY PROJECT NUMBER 24-443-201/202, IN THE AMOUNT OF \$286,151.51 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, this project is included in the FY2024 Capital Budget; and,

WHEREAS, bids for this project were received on January 10, 2024; and,

WHEREAS, McConnell and Associates 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 negotiated contract in the amount of \$286,151.51 with McConnell and Associates for the Hawk Ridge Park Basketball Court and Recreation Park Pickleball Court 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 25TH DAY OF MARCH, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF APRIL, 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

**Hawk Ridge Park Outdoor Basketball Court
Recreation Park Pickleball Court**

This Contract for the Hawk Ridge Park Outdoor Basketball Court and Recreation Park Pickleball Court Project, hereafter referred to as the **Contract** is made this 8th day of April, 2024, between McConnell & Associates, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1225 Iron Street, North Kansas City, MO 64116, 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 April 8, 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 24-443-201/202 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **150** 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 \$286,151.51.

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)

MCCONNELL & ASSOCIATES

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

**Hawk Ridge Park Outdoor Basketball Court
Recreation Park Pickleball Court**

The City of Raymore is seeking proposals from qualified firms to provide outdoor court renovation and building services at Recreation Park and Hawk Ridge Park. Details are listed below.

It is **required** that contractors are a current member of the American Sports Builders Association with the Pickleball Certificate for Current Certified Tennis Court Builders.

ASBA - American Sports Builders Association
USTA - United States Tennis Association

ANTICIPATED SCOPE OF SERVICES:

HAWK RIDGE PARK - BASKETBALL COURT

This project is to construct a new full-court outdoor basketball facility at Hawk Ridge Park at the Ridge Athletic Area. No court lights are programmed for this project.



POST-TENSIONED COURT BUILD: 106'x72' 7632 SF

- Site Grading to be within 0.10'
- Laser grade 7" of base rock on top of subgrade and compact
- Install 12" reinforced perimeter beam
- Install net posts and center anchor footings

- Set perimeter forms
- Install (2) layers of vapor barrier on top of base rock, taping all seams
- Layout and install 1/2 Tensioning Cables and Anchors in each direction with encapsulated hardware.
- Install and finish a 5" thick post tension slab and perimeter beam using KCMMB concrete.
- Finished concrete shall be sloped per USTA and ASBA standards.
- Once slab has reached designed strength, cables will be tensioned to obtain a minimum residual compressive stress of 125 psi.
- Cables will be cut and finished
- Cure concrete per ACI Standards

COLOR COATING:

- Acid etch and power wash concrete slab
- Apply (1) Coat of concrete primer
- Apply (2) Coats of Acrylic Resurfacer at a rate of .06 gallons per square yard per coat.
- Apply (2) Coats of Acrylic Color Coatings at a minimum rate of .05 gallons per square yard per coat.
- Layout and Paint Playing lines per ASBA standards.
- The contractor will provide a color chart for selection in the following areas.
 - Playing area
 - Border
 - Line Color

NEW BASKETBALL GOAL:

- Supply and Install (2) New Basketball Goals.
 - Future PRO PR15 basketball goal (to match current goals at Recreation Park basketball court)
 - Concrete Footing shall be installed according to manufacturer recommendations.

PLAYER BENCHES:

- Supply and Install (2) outdoor player benches.
 - BRT08-A-20-000 (MyTCoat) or equivalent
 - 8' Bench with Back – Expanded Metal – Surface Mount – Advantage Coating
 - Location to be determined by owner

NEW CONCRETE SIDEWALK: *To connect court to existing sidewalks* 1000 SF

- Form and pour new 4" thick sidewalk that connects the existing sidewalk on the east side of Laurus Drive and connects to the new court.
- Form and pour new 6" thick trail connection that is 10ft wide joining the new court to the existing trail, abutting the concrete border that allows vehicles to enter the park.
 - Install 2 bollards per manufacturer specification



- [Vestil Steel Underground Removable Ornamental Bollard 40 In. Black BOL-OR-40-BK](#)
- Concrete Sidewalk shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials required to construct concrete sidewalk as per plan location and detail including including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete and protection of the sidewalk during the curing process. Concrete shall be a KCMMB 4K mix and the contractor shall adhere to APWA Hot and Cold weather practices as per Raymore City Specifications. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.

SITE RESTORATION:

- Finish grading should be a smooth transition from the court / sidewalks to the natural flow of the landscape.
- 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.**

RECREATION PARK - PICKLEBALL COURTS

This project is to convert an existing concrete slab formerly used as a skate park into 3 pickleball courts.



COURT CRACK FILLING:

- Fill cracks with CBM. CBM is a mixture of Portland cement, sand, and a latex bonding agent designed for tennis court patching.
- Apply multiple applications of acrylic resurfacer to hide out the repairs.

BIRDBATH FILLING:

- Fill birdbaths with court patch binder, Portland cement, and silica sand mixture.
- Grind edges smooth.
- Apply multiple applications of Acrylic Resurfacer to hide out the repairs.

COLOR COATING: 840 SY

- Acid etch and power wash concrete slab
- Apply (1) Coat of concrete primer
- Apply (2) Coats of Acrylic Resurfacer at a rate of .06 gallons per square yard per coat.
- Apply (2) Coats of Acrylic Color Coatings at a minimum rate of .05 gallons per square yard per coat.
- Layout and Paint Playing lines per ASBA standards.
- The contractor will provide a color chart for selection in the following areas.
Playing area

Border
Kitchen
Line Color

NEW PICKLEBALL EQUIPMENT: 3 EACH

- Supply and Install Douglas Premier Pickleball Net Posts (Black)
- Posts will be Bolted and Plated to Concrete Slab
- Supply and Install Douglas PN-30 Pickleball Net

PLAYER BENCHES:

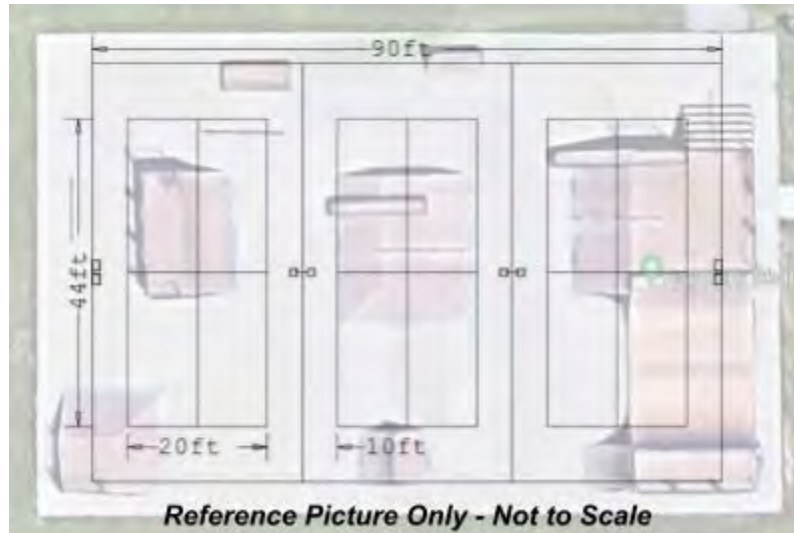
- Supply and Install (4) outdoor player benches.
 - BRT08-A-20-000 (MyTCoat) or equivalent
 - 8' Bench with Back – Expanded Metal – Surface Mount – Advantage Coating
 - Location to be determined by owner

FENCE REPLACEMENT:

- Remove existing chain link fence, including posts, and dispose off site
- Supply and install 6ft tall Black Vinyl fence around slab.
 - 4" terminal posts and 3" lines posts
 - 1 3/4" Chain Link mesh
 - Top Rail and Bottom Tension Wire
 - 1 gate aligning with current sidewalk access to the parking lot. Gate should be a minimum of 4 ft in width
 - The fence posts will be set in 3000# concrete. Fence posts set in soil shall be a minimum of 36" deep, fence posts set in rock shall be set per ASTM standards.

COURT LIGHT INSTALLATION: Contractor to provide court lighting.

- Complete plan set attached
- The contractor is responsible for supplying power to the project location from the nearest power supply.
- Lights should have a push button activator for public use.
- Lights should be installed with a timer to provide lighting for a limited time for play and complete shut-off to accommodate park hours.



SITE RESTORATION:

- Finish grading should be a smooth transition from the court / sidewalks to the natural flow of the landscape.
- 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.**

ADDITIONAL INFORMATION

- Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP #24-443-201/202

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of April, 2024

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 24-443-201/202

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Gage Miller having authority to act on behalf of (Company name) McConnell and Associates do hereby acknowledge that (Company name) McConnell and Associates 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: McConnell and Associates


ADDRESS: 1225 Iron Street
Street

ADDRESS: North Kansas City MO 64116
City State Zip


PHONE: 816.955.2552

E-MAIL: g.miller@mconnellassociates.org

DATE: 1/10/2024
(Month-Day-Year)

 - Project Manager
Signature of Officer/Title

DATE: 1/10/2024
(Month-Day-Year)

 - Project Manager
Signature of Officer/Title

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

- N/A MBE (Minority Owned Enterprise)
- N/A WBE (Women Owned Enterprise)
- N/A Small Business

PROPOSAL FORM B
RFP 24-443-201/202

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 24-443-201/202

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	City of Kearny Parks and Rec
ADDRESS	100 E. Washington Street, Kearney, MO 64060
CONTACT PERSON	Eric Marshall
CONTACT EMAIL	emarshall@kearnymo.us
TELEPHONE NUMBER	816.903.4724
PROJECT, AMOUNT AND DATE COMPLETED	12 New PT Pickleball Courts : Completed 6.30.23

COMPANY NAME	Jewish Community Center
ADDRESS	5801 W 115th St, Overland Park, KS 66211
CONTACT PERSON	Bob Hennecke
CONTACT EMAIL	N/A
TELEPHONE NUMBER	913.327.8005
PROJECT, AMOUNT AND DATE COMPLETED	4 New PT Pickleball Courts : Completed 2023

COMPANY NAME	City of Lenexa Parks and Rec
ADDRESS	13420 Oak St, Lenexa, KS 66215
CONTACT PERSON	Logan Wagler
CONTACT EMAIL	N/A
TELEPHONE NUMBER	913.477.7100
PROJECT, AMOUNT AND DATE COMPLETED	Post Tensioned Overlay of Existing Basketball Court : Completed 2023

COMPANY NAME	Char Bar - Parkville
ADDRESS	15348 Old Town Dr, Parkville, MO 64152
CONTACT PERSON	Level Construction
CONTACT EMAIL	N/A
TELEPHONE NUMBER	816.541.4204
PROJECT, AMOUNT AND DATE COMPLETED	6 New PT Pickleball Courts : Completed 12.31.23

COMPANY NAME	U.G. of Wyandotte County
ADDRESS	701 N 7th St Trfy, Kansas City, KS 66101
CONTACT PERSON	Angel Ferrara
CONTACT EMAIL	aferrara@wycokck.org
TELEPHONE NUMBER	913.563.0622
PROJECT, AMOUNT AND DATE COMPLETED	4 New PT Pickleball Courts - PT Overlay (2) Basketball Courts : PB Completed : 9.1.23 BBALL : Ongoing Project

State the number of Years in Business: 50 Years

State the current number of personnel on staff: 150

PROPOSAL FORM D
RFP 24-443-201/202

Proposal of McConnell and Associates, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as a Corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 24-443-201/202 – Hawk Ridge Park Basketball Court and Recreation Park Pickleball Court.

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

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

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

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

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

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

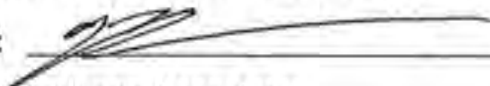
KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: 

Company: McConnell and Associates

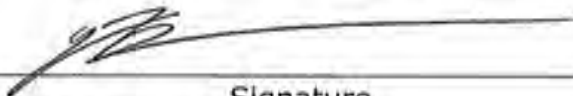
Address: 1225 Iron Street, North Kansas City, MO 64116

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 24-443-201/202.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

McConnell and Associates

Company Name


Signature

Name: Gage Miller

Title: Product Manager

STATE OF Missouri COUNTY OF Platte

Subscribed and sworn to before me this 10th day of January, 2024.

Notary Public: Melinda McCoy

My Commission Expires: 6/22/2025 Commission # 17593578

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

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





Company ID Number: 211908

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

Employer McConnell & Associates Corp.

Doug L Morgan

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/07/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/07/2009

Date



PROPOSAL

Bid ID Number:53939
 Date:3/4/2024

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p>Bid Submitted To: City of Raymore 100 Municipal Circle Raymore, MO 64083</p> <p>PHONE: (816) 331-1852 FAX:</p> <p>CONTACT: Kim Quade</p>	<p>Job Proposed: City of Raymore - Hawk Ridge Pk BB/PB 20 . Raymore, MO 64083</p>
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Description	Quantity	Units	Net Price
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Recreation Park Pickleball

MOB			\$1,157.00
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<p>COURT CRACK FILLING: Fill cracks with CBM. CBM is a mixture of Portland cement, sand, and a latex bonding agent designed for tennis court patching. Apply multiple applications of acrylic resurfacer to hide out the repairs.</p> <p>NOTE: No guarantee for crack filling. Due to the natural movement of pavement, existing cracks will reappear and new cracks will form.</p>			\$1,880.19
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<p>BIRDBATH FILLING: Fill birdbaths with court patch binder, Portland cement, and silica sand mixture. Grind edges smooth. Apply multiple applications of Acrylic Resurfacer to hide out the repairs.</p> <p>NOTE: No guarantee to totally remove all ponding areas.</p>			\$1,746.66
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<p>Color Coating: Acid etch and power wash concrete slab Apply (1) Coat of concrete primer Apply (2) Coats of Acrylic Resurfacer at a rate of .06 gallons per square yard per coat. Apply (2) Coats of Acrylic Color Coatings at a minimum rate of .05 gallons per square yard per coat. Layout and Paint Playing lines per ASBA standards.</p>			\$22,448.05
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COURT COLOR SELECTION

Playing Area: _____

Border: _____

Kitchen (Pickleball only): _____

Line Color: _____

Note: See color chart for options



PROPOSAL

Bid ID Number:53939
 Date:3/4/2024

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p>Bid Submitted To: City of Raymore 100 Municipal Circle Raymore, MO 64083</p> <p>PHONE: (816) 331-1852 FAX:</p> <p>CONTACT: Kim Quade</p>	<p>Job Proposed: City of Raymore - Hawk Ridge Pk BB/PB 20 . Raymore, MO 64083</p>
---	---

Description	Quantity	Units	Net Price
<p>NEW PICKLEBALL EQUIPMENT:</p> <ul style="list-style-type: none"> - Supply and Install Douglas Premier Picklaball Net Posts (Black) <ul style="list-style-type: none"> - Set steel sleeves in 24"x48" Concrete footing - Supply and Install Douglas PN-30 Pickleball Net 			\$5,198.40
<p>FENCE REPLACEMENT:</p> <p>Remove existing chain link fence, including posts, and haul offsite</p> <p>Supply and install 10ft tall Black Vinyl fence</p> <ul style="list-style-type: none"> - 4" terminal posts and 3" lines posts - 1 3/4" Chain Link mesh - Top Rail and Bottom Tension Wire 			\$35,728.00
<p>New Court Electrical:</p> <ul style="list-style-type: none"> - Supply and Install (2) GALN-SA4C-740-U-5MQ - Supply and Install (2) GALN-SA5C-740-U-T4FT-W/ Rotated Optics - Existing Power Hookup on the South Side of the Existing Concrete Slab 			\$50,930.00
<p>Site Restoration:</p> <ul style="list-style-type: none"> - Finish Grade Jobsite after Construction has been Completed. - NO SEED OWNER WILL BE RESPONSIBLE FOR SITE RESTORATION 			\$5,428.85
<p>NO GUARANTEE FOR CRACK REPAIRS/FILLING. EXISTING CRACKS WILL REAPPEAR AND NEW CRACKS WILL FORM.</p>			
<p>NO GUARANTEE TO TOTALLY ELIMINATE BIRD BATHS OR WATER SPOTS.</p>			
<p>Price is for one mobilization. Each additional mobilization will be billed at \$1,500.00 each.</p>			
<p>Price includes all applicable taxes.</p>			
<p>EXCLUSIONS:</p> <ul style="list-style-type: none"> - Bonds (If required add 1% to total amount) - Permits - Seeding/sod - Fence work - Concrete work - Windscreen - Tennis court accessories - Lighting - Padding - Any items not listed above. 			



PROPOSAL

Bid ID Number:53939
 Date:3/4/2024

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p>Bid Submitted To: City of Raymore 100 Municipal Circle Raymore, MO 64083</p> <p>PHONE: (816) 331-1852 FAX:</p> <p>CONTACT: Kim Quade</p>	<p>Job Proposed: City of Raymore - Hawk Ridge Pk BB/PB 20 . Raymore, MO 64083</p>
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Description	Quantity	Units	Net Price
RECREATION PARK TOTAL -			\$124,517.15
ADD: Alternate - Musco Lighting			\$13,290.00
- (2) New 40' Galvanized Poles with LED Lighting			
- 25 Year Maintenance Warranty			
- Control-Link control and monitoring system to provide remote on/off access with 24/7 Customer Support.			
Hawk Ridge Park Basketball			
MOB			\$1,684.00
POST-TENSIONED COURT BUILD:			\$113,869.44
- Site Grading by others to be within 0.10'			
- Laser grade 7" of base rock on top of subgrade and compact			
- Install 12" reinforced perimeter beam			
- Install net posts and center anchor footings			
- Set perimeter forms			
- Install (2) layers of vapor barrier on top of base rock, taping all seams			
- Layout and install 1/2 Tensioning Cables and Anchors in each direction with encapsulated hardware.			
- Install and finish a 5" thick post tension slab and perimeter beam using KCMMB concrete.			
- Finished concrete shall be sloped per USTA and ASBA standards.			
- Once slab has reached designed strength, cables will be tensioned to obtain a minimum residual compressive stress of 125 psi.			
- Cables will be cut and finished			
- Cure concrete per ACI Standards			
THERE IS A MINIMUM 28 DAY CURE TIME FROM CONCRETE PLACEMENT TO THE APPLICAITON OF COURT SURFACING.			



PROPOSAL

Bid ID Number:53939
 Date:3/4/2024

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p>Bid Submitted To: City of Raymore 100 Municipal Circle Raymore, MO 64083</p> <p>PHONE: (816) 331-1852 FAX:</p> <p>CONTACT: Kim Quade</p>	<p>Job Proposed: City of Raymore - Hawk Ridge Pk BB/PB 20 . Raymore, MO 64083</p>
---	---

Description	Quantity	Units	Net Price
Color Coating: Acid etch and power wash concrete slab Apply (1) Coat of concrete primer Apply (2) Coats of Acrylic Resurfacer at a rate of .06 gallons per square yard per coat. Apply (2) Coats of Acrylic Color Coatings at a minimum rate of .05 gallons per square yard per coat. Layout and Paint Playing lines per ASBA standards. COURT COLOR SELECTION Playing Area: _____ Border: _____ Kitchen (Pickleball only): _____ Line Color: _____ Note: See color chart for options		SY	\$17,126.64
NEW BASKETBALL GOAL: Supply and Install (1) New Basketball Goal. - ***TYPE*** - Concrete Footing shall be a minimum 24"x48"		EA	\$9,426.00
4" Connecting Sidewalks			\$8,330.00
6" connecting Trail:			\$2,596.00
Site Restoration - Topsoil Backfill and get the site to finish grade - NOT RESPONSIBLE FOR SEED. OWNER IS RESPONSIBLE FOR SITE RESTORATION			\$8,602.28



PROPOSAL

Bid ID Number:53939
 Date:3/4/2024

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p>Bid Submitted To: City of Raymore 100 Municipal Circle Raymore, MO 64083</p> <p>PHONE: (816) 331-1852 FAX:</p> <p>CONTACT: Kim Quade</p>	<p>Job Proposed: City of Raymore - Hawk Ridge Pk BB/PB 20 . Raymore, MO 64083</p>
---	---

Description	Quantity	Units	Net Price
<p>NO GUARANTEE FOR CRACK REPAIRS/FILLING. EXISTING CRACKS WILL REAPPEAR AND NEW CRACKS WILL FORM.</p> <p>NO GUARANTEE TO TOTALLY ELIMINATE BIRD BATHS OR WATER SPOTS.</p> <p>Price is for one mobilization. Each additional mobilization will be billed at \$1,500.00 each.</p> <p>Price includes all applicable taxes.</p> <p>EXCLUSIONS: - Bonds (If required add 1% to total amount) - Permits - Seeding/sod - Fence work - Concrete work - Windscreen - Tennis court accessories - Lighting - Padding - Any items not listed above.</p>			
HAWK RIDGE PARK TOTAL -			\$161,634.36



PROPOSAL

Bid ID Number:53939
 Date:3/4/2024

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638


<p>Bid Submitted To: City of Raymore 100 Municipal Circle Raymore, MO 64083</p> <p>PHONE: (816) 331-1852 FAX:</p> <p>CONTACT: Kim Quade</p>	<p>Job Proposed: City of Raymore - Hawk Ridge Pk BB/PB 20 . Raymore, MO 64083</p>
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<p style="text-align: center;">NOTICE TO OWNER</p> <p>FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.</p>	<p style="text-align: center;">PAYMENT AND COLLECTION</p> <p>PAYMENT IS DUE UPON RECEIPT OF COMPANY'S INVOICE. IF COMPANY PROVIDES THIS AGREEMENT/PROPOSAL/BID TO AN ATTORNEY FOR ENFORCEMENT OF ITS TERMS, INCLUDING BUT NOT LIMITED TO COLLECTION OF AMOUNTS DUE, YOU AGREE TO PAY ALL EXPENSES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, EXPERT FEES, COURT COSTS, SERVICE FEES, AND ANY OTHER EXPENSE ASSOCIATED WITH COLLECTION. IN THE EVENT ALL SUMS ARE NOT PAID WHEN DUE, ALL UNPAID SUMS SHALL BEAR INTEREST AT THE (18%) PER ANNUM UNTIL PAID IN FULL.</p>
<p>_____</p> <p>Gage Miller</p>	<p style="text-align: center;">Acceptance of Proposal</p> <p style="text-align: center;"><i>The above prices, specifications and conditions are satisfactory, and are hereby accepted.</i></p> <p>Signature: _____</p> <p>Name & Title (Please Print): _____</p> <p>Date Accepted: _____</p>

NOTES: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

**BID PROPOSAL FORM E – RFP 24-443-201/202
CONTINUED**

Company Name McConnell and Associates

By  _____
Authorized Person's Signature

Gage Miller - Project Manager
Print or type name and title of signer

Company Address 1225 Iron Street

North Kansas City, MO 64116

Phone 816.955.2552

Fax 816.842.1638

Email g.miller@mcconnellassociates.org

Date 1.10.24

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 25, 2024

SUBMITTED BY: Jordan Lea

DEPARTMENT: Economic Development

<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 3886: Chick-Fil-A Sales Tax Contribution Agreement

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

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Chick-Fil-A Sales Tax Contribution Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Chick-Fil-A is requesting financial assistance in the form of sales tax contribution to make the construction of a new restaurant financially feasible. The restaurant will be located at the corner of 58 Highway and Kentucky Road. This site is not located in an existing TIF boundary.

The City conducted a formal blight study on the proposed site, which was accepted by the City Council on November 27, 2023. The blight study allows the City to enter into the sales tax contribution agreement with Chick-Fil-A.

The sales tax contribution agreement allows Chick-Fil-A to be reimbursed for infrastructure costs associated with the construction of a new restaurant. The reimbursement is funded by the City's portion (2.50%) of the sales tax generated by the restaurant. The reimbursement is set on a percentage scale over the next ten years or capped at \$750,000.

BILL 3886

ORDINANCE

"AN ORDINANCE APPROVING A SALES TAX CONTRIBUTION AGREEMENT BETWEEN CHICK-FIL-A, INC. AND THE CITY OF RAYMORE, MISSOURI."

WHEREAS, the City of Raymore, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the "City"), approved the Raymore Gateway Blight Study (the "Blight Study") through the adoption of Ordinance No. 2023-084 on November 27, 2023, which finds that the Raymore Gateway Study Area (the "Study Area") is a blighted area; and,

WHEREAS, Chick-Fil-A, Inc. (the "Company") desires to develop a portion of the Study Area (the "Real Estate") for commercial use as a Chick-Fil-A fast food restaurant (the "Project"); and,

WHEREAS, the Project will necessitate substantial site work and other improvements to the Real Estate and such site work and improvements make the development of the Real Estate financially infeasible considering the market rental rates and the condition of the Real Estate; and,

WHEREAS, the use of City sales tax revenues generated at the Project to reimburse improvement costs pursuant to a sales tax contribution agreement (the "Contribution Agreement") as requested by the Company will advance the goals and objectives of the City by curing the blighting conditions within the Study Area and generating retail sales tax through the development of the Project; and,

WHEREAS, the City is authorized to enter into the Contribution Agreement with the Company pursuant to the City's home rule charter powers, which authorize the City to expend its revenues for the public purpose of clearing blight, eliminating blighting influences on real property, and providing for economic development in such redeveloped areas.

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

Section 1. Contribution Agreement. The City Council hereby approves, and the City Manager is hereby authorized and directed to execute on behalf of the City, the Contribution Agreement in substantially the form attached as **Exhibit A**, with such changes therein as shall be approved by the City Manager, and as may be consistent with the intent of this Ordinance.

Section 2. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any

court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 25TH DAY OF MARCH, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF APRIL, 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

EXHIBIT A

Sales Tax Contribution Agreement

SALES TAX CONTRIBUTION AGREEMENT

THIS SALES TAX CONTRIBUTION AGREEMENT (this “**Agreement**”) is made as of April 8, 2024, by and between the City of Raymore, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), and **Chick-fil-A, Inc.** a Georgia corporation (the “**Company**”).

RECITALS

WHEREAS, the Company is planning to lease an undeveloped parcel of real estate located in the City and described on **Exhibit A**, attached hereto (the “**Real Estate**”) that has been determined to be blighted by the City; and

WHEREAS, the Company desires to develop the Real Estate for commercial use as a Chick-Fil-A fast food restaurant (the “**Project**”) as described on **Exhibit B** attached hereto to be owned and operated by the Company, or its franchisee, including the estimated costs of the Project included on **Exhibit B**; and

WHEREAS, the Project will necessitate substantial site work and other improvements to the Real Estate, including the construction of buildings and other improvements, making the development of the Real Property financially infeasible considering market rental rates and the condition of the Real Estate; and

WHEREAS, the development of the Real Estate for the Project will be beneficial to the City through the generation of additional tax revenue and the possibility of additional development occurring in the vicinity of the Real Estate, and will enhance the quality of life in the City by providing additional dining and entertainment options for residents and nonresidents and remediate blight that exists on the Real Estate; and

WHEREAS, the City desires to support the Project by contributing a portion of the additional taxes generated by commercial activity at the Real Estate as provided in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **City Contribution.** In recognition of the benefits to be derived by the City from the Project (including the remediation of blight on the Real Estate), and in order to assist with the financial feasibility of developing the Project, the City agrees, subject to annual appropriation, to periodically remit to the Company in accordance with the terms of this Agreement an amount (the “**City Contribution**”) equal to a portion of the sales tax revenue generated by the Project during the Term from (a) the City's one percent (1.00%) general sales tax, (b) the City's one half percent (0.50%) capital improvements sales tax, (c) the City's one half percent (0.50%) transportation sales tax, and (d) the City's one half percent (0.50%) parks and stormwater sales tax (collectively, and including any renewal, extension or replacement of any or all of such sales tax levies, the “**Allocable Sales Tax**”), in accordance with the schedule shown on **Exhibit C** attached hereto. The parties acknowledge that some of the sales taxes included as part of the Allocable Sales Tax are limited in how the sales tax revenues can be used and can only be used to reimburse costs consistent with their authorized purposes. To the extent that appropriate costs are not available to be reimbursed consistent with the

authorized purpose of the sales tax revenues related to the transportation sales tax or the parks and stormwater sales tax, the City's general sales tax and/or capital improvement sales tax will be used to reimburse eligible costs up to the Maximum Aggregate Reimbursement Amount (defined below).

2. **Term.** The term of this Agreement (the "**Term**") shall commence on the Effective Date and continue until the tenth (10th) anniversary of the date the Project first opens for business to the public (the "**Opening Date**"). Promptly following the Opening Date, the City and the Company shall acknowledge in writing the date that constitutes the Opening Date.

3. **Maximum Aggregate Reimbursement Amount.** The total aggregate amount payable to the Company from the City Contribution (through the Allocable Sales Tax) shall not exceed the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) (the "**Maximum Aggregate Reimbursement Amount**"). The Maximum Aggregate Reimbursement Amount shall be calculated as follows:

(a) On each anniversary after the Opening Date (the "**Disbursement Date**"), the City shall determine the Allocable Sales Tax being disbursed to the Company on such date pursuant to this Agreement (such sum being the "**Total Disbursement Date Payment**");

(b) The Total Disbursement Date Payment shall be payable to the Company to the account as directed in writing by the Company to the City;

(c) Once the Maximum Aggregate Reimbursement Amount has been reached the City shall be under no further obligation to make any further City Contributions.

Nothing in this Section shall be deemed to create any debt or obligation of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City and shall merely be used to calculate when the Maximum Aggregate Reimbursement Amount has been reached.

4. **Costs Related to Allocable Sales Tax.** Subject to annual appropriation, the City shall remit to the Company, within thirty (30) days after each Disbursement Date, the Allocable Sales Tax received by the City from the Missouri Department of Revenue during the year immediately preceding such Disbursement Date until the expiration of the Term. As compensation to the City for its calculation and distribution of the Allocable Sales Tax, the City shall be entitled to receipt of an administrative fee equal to One Thousand Five Hundred Dollars (\$1,500) per year, paid from the Allocable Sales Tax on each Disbursement Date. With each disbursement of the Allocable Sales Tax, the City shall provide a simple accounting showing the Allocable Sales Tax distributable on such Disbursement Date, the deduction for the City's administrative fee, and the amount being distributed to the Company.

5. **Reporting of Taxable Sales.** The Company acknowledges that the City will not be able to determine the Allocable Sales Tax and remit the City Contribution unless the City is provided with a copy of the periodic sales tax returns filed with the Missouri Department of Revenue by the Company, or its franchisee or a satisfactory document attesting to the sales tax generated at the Project (the "**Sales Certification**"). The Company agrees to use commercially reasonable efforts to provide to the City a Sales Certification contemporaneously with the filing of its sales tax return with the Missouri Department of Revenue. The City's obligation to reimburse Company is dependent upon the City's receipt of the Sales Certification. The Sales Certification shall not be subject to Missouri Chapter 610 RSMo., otherwise known as the "Sunshine Law," or open records request law, as it is

proprietary and confidential. Additionally, the Sales Certification will be retained until six months after the termination of this Agreement after which the Sales Certification will be disposed of both physically and electronically.

6. **Budget for City Contribution.** The City intends, on or before the last day of each City fiscal year, to budget, specifically with respect to this Agreement, money sufficient to remit the Allocable Sales Tax with respect to the next succeeding fiscal year. The City shall deliver written notice to the Company no later than 15 days after the commencement of each fiscal year of the City stating whether the City Council has approved a budget that identifies funds sufficient for the purpose of remitting the Allocable Sales Tax estimated to be generated during such fiscal year. Failure to deliver notice shall not constitute a breach, provided that the Allocable Sales Tax shall have been included in the City's budget for such fiscal year. Provided further, that regardless of budgeted amounts, no allocations will be disbursed in excess of money actually received.

7. **Annual Budget Request.** The city manager of the City or other officer of the City at any time charged with the responsibility of formulating budget proposals shall include in the budget proposals submitted to the City Council in each fiscal year in which this Agreement shall be in effect a budgeted amount of the Allocable Sales Tax to be paid under this Agreement for the ensuing fiscal year; it being the intention of the City that the decision to budget or not to budget under this Agreement shall be made solely by the City Council and not by any other official of the City. The City agrees, subject to the provisions above respecting the failure of the City to budget, to remit to the Company the City Contribution from the Allocable Sales Tax in accordance with this Agreement. The City agrees to do all things lawfully within its power to obtain and maintain funds from which the Allocable Sales Tax may be made, including making provision for such amounts to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the City.

8. **City Contribution to Constitute Current Expense.** The parties acknowledge and agree that the City Contribution shall constitute a currently budgeted expenditure of the City, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of general credit, tax revenues, funds or money of the City. The City's payment obligations under this Agreement shall be from year to year only, and shall not constitute a mandatory payment obligation of the City in any ensuing fiscal year beyond the then current fiscal year.

9. **Modification.** The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except by written agreement between the parties.

10. **Breach; Compliance.** If any party does not comply with the provisions of this Agreement, in that a party shall do, permit to be done, or fail or omit to do, or fail or omit to have done, anything contrary to or required of it by this Agreement, and if within thirty (30) days after notice of such default by any party, the party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period, then any party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance. If any action is instituted by any party hereunder, the non-prevailing party shall pay all costs, fees and expenses, including reasonable attorneys' fees incurred by the prevailing party in enforcing this Agreement. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by any party of any one or more of such

remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by a party shall apply to obligations beyond those expressly waived.

11. **Notice.** All notices required by this Agreement shall be in writing and shall be served either by United States certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight delivery service which obtains a receipt for delivery, with cost paid by the sender. Any notice served by certified mail shall be deemed complete on the date of actual or attempted delivery as shown by the certified mail receipt. Service of any such notice by overnight delivery service shall be deemed complete upon the date of actual or attempted delivery as shown on the receipt obtained from such delivery service. Notices shall be addressed as follows:

If to the City:

City Manager
Raymore City Hall
100 Municipal Circle
Raymore, Missouri 64083

with a copy to:

Jonathan Zerr
Kapke Willerth, LLC
3304 N.E. Ralph Power Road
Lee's Summit, Missouri 64064

And

E. Sid Douglas III
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108

If to the Company:

Hillyer Bentley
Principal Tax Counsel, Credits & Incentives
Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, GA 30349

with a copy to:

Austin Arnold
Manager
Ryan, LLC
301 East Pine Street, Suite 700
Orlando, Florida 32801

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days written notice thereof.

12. **Validity and Severability.**

(a) It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair; the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

(b) If this Agreement contains any unlawful provisions not an essential part of this

Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid, and one which would render the provision valid, the provision shall be interpreted so as to render it valid.

13. **Representations and Warranties of the City.** The City hereby represents and warrants the following:

(a) The City is a charter city duly organized and in good standing under the laws of the State of Missouri.

(b) The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the City. This Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except as enforcement hereof may be limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting creditor's rights as may from time to time be in effect.

(d) No consent or approval by any other governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder.

14. **Representations and Warranties of the Company.** The Company hereby represents and warrants the following:

(a) The Company is a corporation duly organized and in good standing under the laws of the State of Georgia and is in good standing in the State of Missouri.

(b) The Company has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Company. This Agreement is a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement hereof may be limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting creditor's rights as may from time to time be in effect.

(d) Apart from the Company's franchisee consenting to disclose its sales tax data to the

City in accordance with Section 5 of this Agreement, no consent or approval by any other entity is required in connection with the execution and delivery by the Company of this Agreement or the performance by the Company of its obligations hereunder.

15. **Time is of the Essence.** Time and exact performance are of the essence of this Agreement.

16. **Choice of Law.** The interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri. Venue for any cause of action arising out of or in connection with this Agreement shall be in Cass County, Missouri.

17. **Multiple Counterparts.** This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which shall constitute but one and the same instrument, binding on all parties hereto, even though all the parties are not signatory to the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which together contain the signatures of all parties hereto shall be deemed for all purposes a fully executed original.

18. **Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns. No party may assign its interest in this Agreement without the written consent of the other party; provided, however, that in the event Company or its successors or assigns conveys fee title to the Real Estate from time to time, this Agreement may be assigned to the grantee in such conveyance so long as the grantee assumes in writing the obligations of Company hereunder first arising or accruing after such assignment, and notice of such assignment and assumption is provided to the City together with a copy of the assignment and assumption agreement.

19. **Estoppel.** Each party agrees to provide to the other party, upon request from time to time, certification in writing, for the benefit of the requesting party, and its actual or prospective lenders, transferees and other interested third parties (i) that this Agreement is in full force and effect, (ii) that there are no defaults or unperformed obligations hereunder on the part of a party (or if such defaults or unperformed obligations are believed to exist, specifying the nature and extent thereof), (iii) a history of sums paid toward the City Contribution prior to such certification, and (iv) such other matters as may be reasonably requested to be certified, all in form and content as reasonably requested by the requesting party.

20. **Continued Cooperation of Parties.** Each party agrees that, upon the request of the other from time to time, it will provide such other information, documents or instruments and/or undertake such further actions as may be reasonably requested in order to give full force and effect to the intent of the provisions, terms and covenants of this Agreement or in order to allow, subject to applicable law, for confirmation that the City Contribution has been properly computed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to due authority as of the Effective Date.

ATTEST:

CITY OF RAYMORE, MISSOURI

City Clerk

By:_____

Approved as to form:

City Attorney

Chick-fil-A, Inc.

By:_____

EXHIBIT A

DESCRIPTION OF REAL ESTATE

Part of the Southwest Quarter of Section 08, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri, and being more particularly described by Joseph B. Strick, PLS 2001015274 on this 4th day of March, 2024;

Commencing at the Southwest corner of the Southwest Quarter of said Section 8; thence North 03°42'51" East, along the West line of tract described in Book 2903 at Page 476 in the Office of the Recorder of Deeds, said County, a distance of 278.94 feet (measured, 279.23 feet record); thence South 86°59'02" East, along the north line of said recorded tract, a distance of 40.00 to the easterly line of right of way granted to the City of Raymore by document recorded in Book 1582 at Page 136, said point being the POINT OF BEGINNING; thence South 86°59'02" East, continuing along the North line of said recorded tract, a distance of 238.21 feet; thence South 03°00'49" West, departing the north line of said recorded tract, a distance of 278.75 feet to a point on the Northerly right of way line of Missouri Highway 58, as now established; thence North 87°01'56" West, along said north right of way, a distance of 173.18 feet; thence North 87°00'01" West, continuing along said north right of way, a distance of 68.44 feet to the intersection of said north right of way with the easterly line of right of way granted to the City of Raymore by document recorded in Book 1582 at Page 136; thence North 03°42'51" East, along said easterly line, a distance of 278.93 feet to the POINT OF BEGINNING and containing 66,898.44 square feet, more or less.



Chick-fil-A
Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998



CHICK-FIL-A

RAYMORE (MO) FSU
1920 W. FOXWOOD DRIVE
RAYMORE, MO 64083

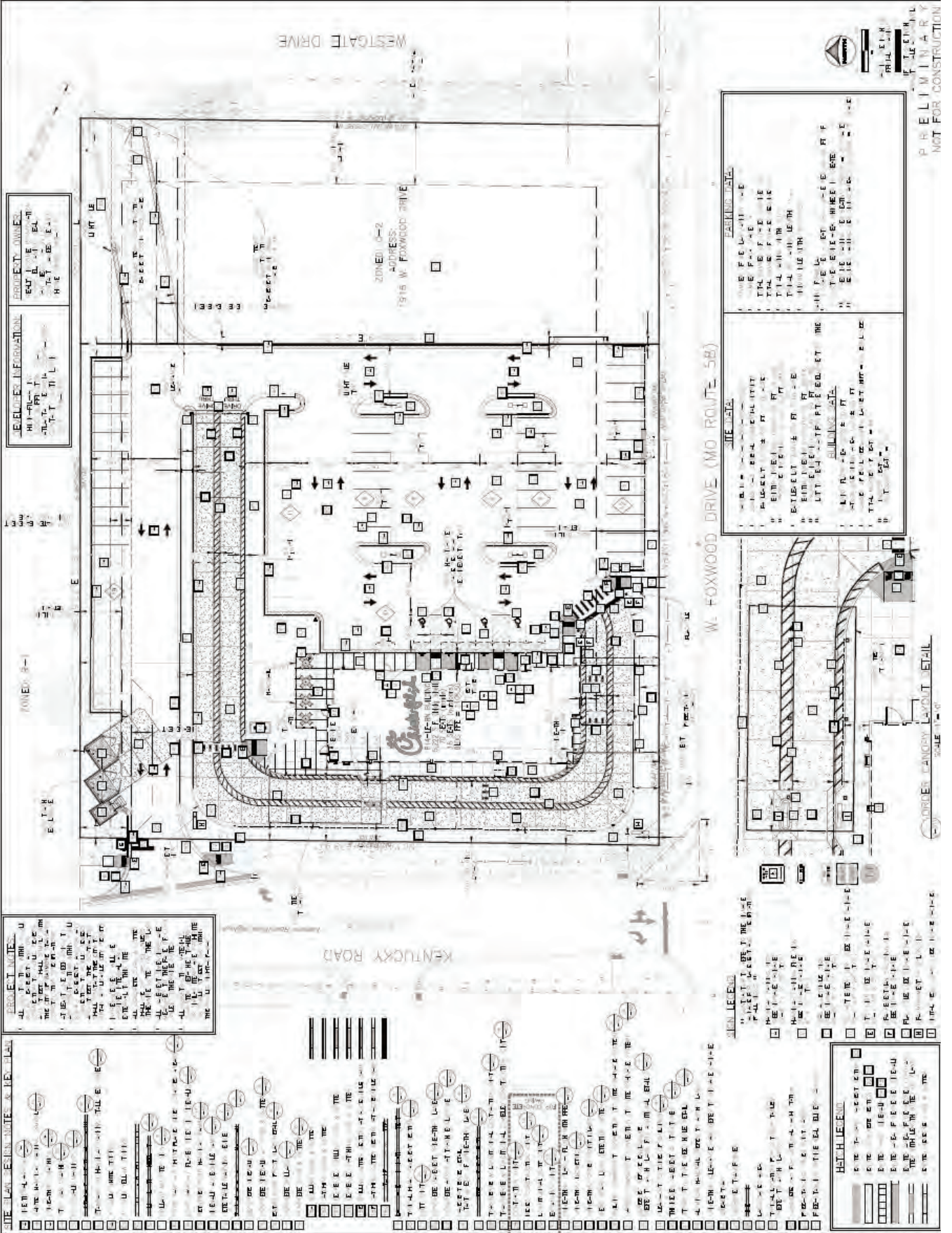
FSR# 04604

REGULATORY SCHEDULE
SHEET NO. 01

PRELIMINARY

PROJECT NO.	04604
DATE	03/25/24
DESIGNED BY	HRGREEN
DRAWN BY	HRGREEN
CHECKED BY	HRGREEN
APPROVED BY	HRGREEN
SCALE	AS SHOWN
SHEET NO.	01
TOTAL SHEETS	01
PROJECT NAME	CHICK-FIL-A
PROJECT ADDRESS	1920 W. FOXWOOD DRIVE, RAYMORE, MO 64083
OWNER	CHICK-FIL-A
ARCHITECT	HRGREEN

C-200



REVISIONS

NO.	DATE	DESCRIPTION
1		ISSUED FOR PERMIT

PROJECT NOTES

- ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- SEE ARCHITECTURAL DRAWINGS FOR FINISHES AND MATERIALS.
- VERIFY ALL UTILITIES AND EGRESS ROUTES BEFORE CONSTRUCTION.
- INSTALL CURBS AND GUTTERS AS SHOWN.
- PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- INSTALL ALL SIGNAGE AND LIGHTING AS SHOWN.
- VERIFY ALL ZONING AND REGULATORY REQUIREMENTS.
- INSTALL ALL FLOORING AND WALL FINISHES.
- VERIFY ALL CEILING HEIGHTS AND STRUCTURAL SUPPORTS.
- INSTALL ALL MECHANICAL AND ELECTRICAL SYSTEMS.
- VERIFY ALL EXTERIOR FINISHES AND PAINTS.
- INSTALL ALL EXTERIOR LIGHTING AND SIGNAGE.
- VERIFY ALL LANDSCAPING AND GRASSING.
- INSTALL ALL FURNITURE AND FIXTURES.
- VERIFY ALL OPERATIONAL REQUIREMENTS.
- INSTALL ALL SAFETY FEATURES AND BARRIERS.
- VERIFY ALL ACCESSIBILITY REQUIREMENTS.
- INSTALL ALL SECURITY SYSTEMS AND ALARMS.
- VERIFY ALL RECORD DRAWINGS AND AS-BUILT DOCUMENTS.
- INSTALL ALL FINAL FINISHES AND CLEANUP.
- VERIFY ALL FINAL INSPECTIONS AND PERMIT CLOSURE.

FINISH SCHEDULE

CEILING	CONCRETE
FLOOR	CONCRETE
WALL	CONCRETE
DOOR	WOOD
WINDOW	ALUMINUM
ROOF	ASPH/FLT
EXTERIOR WALL	BRICK
EXTERIOR FLOOR	ASPH/FLT
EXTERIOR CEILING	CONCRETE
EXTERIOR ROOF	ASPH/FLT
EXTERIOR SIGNAGE	ALUMINUM
EXTERIOR LIGHTING	ALUMINUM
EXTERIOR FURNITURE	ALUMINUM
EXTERIOR BARRIERS	ALUMINUM
EXTERIOR SECURITY	ALUMINUM
EXTERIOR RECORDS	ALUMINUM
EXTERIOR CLEANUP	ALUMINUM
EXTERIOR PERMIT CLOSURE	ALUMINUM

GENERAL NOTES

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- SEE ARCHITECTURAL DRAWINGS FOR FINISHES AND MATERIALS.
- VERIFY ALL UTILITIES AND EGRESS ROUTES BEFORE CONSTRUCTION.
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FINISH SCHEDULE

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EXTERIOR FLOOR	ASPH/FLT
EXTERIOR CEILING	CONCRETE
EXTERIOR ROOF	ASPH/FLT
EXTERIOR SIGNAGE	ALUMINUM
EXTERIOR LIGHTING	ALUMINUM
EXTERIOR FURNITURE	ALUMINUM
EXTERIOR BARRIERS	ALUMINUM
EXTERIOR SECURITY	ALUMINUM
EXTERIOR RECORDS	ALUMINUM
EXTERIOR CLEANUP	ALUMINUM
EXTERIOR PERMIT CLOSURE	ALUMINUM

GENERAL NOTES

- ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- SEE ARCHITECTURAL DRAWINGS FOR FINISHES AND MATERIALS.
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FINISH SCHEDULE

CEILING	CONCRETE
FLOOR	CONCRETE
WALL	CONCRETE
DOOR	WOOD
WINDOW	ALUMINUM
ROOF	ASPH/FLT
EXTERIOR WALL	BRICK
EXTERIOR FLOOR	ASPH/FLT
EXTERIOR CEILING	CONCRETE
EXTERIOR ROOF	ASPH/FLT
EXTERIOR SIGNAGE	ALUMINUM
EXTERIOR LIGHTING	ALUMINUM
EXTERIOR FURNITURE	ALUMINUM
EXTERIOR BARRIERS	ALUMINUM
EXTERIOR SECURITY	ALUMINUM
EXTERIOR RECORDS	ALUMINUM
EXTERIOR CLEANUP	ALUMINUM
EXTERIOR PERMIT CLOSURE	ALUMINUM

PRELIMINARY
NOT FOR CONSTRUCTION

EXHIBIT B

PROJECT DESCRIPTION AND PROJECT COSTS

- Total = \$4,335,000
 - Building Improvements = \$2,000,000
 - FF&E = \$1,100,000
 - Site Work
 - Site Demolition = \$50,000
 - Grading & Site Improvements = \$210,000
 - Site Utilities = \$175,000
 - Stormwater Improvements = \$400,000
 - Pavement = \$400,000

EXHIBIT C

CALCULATION OF ALLOCABLE SALES TAX

The Company will be able to collect or receive the percentage of Allocable Sales Taxes on each Disbursement Date in an amount as follows (subject to the limitations and adjustments provided in this Agreement):

<u>Disbursement Date Year</u>	<u>Percentage of Allocable Sales Taxes</u>
1	100%
2	85
3	75
4	65
5	55
6	50
7	50
8	50
9	50
10	50



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 25, 2024

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

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

TITLE / ISSUE / REQUEST

Bill 3880:163rd Street Design & Construction Reimbursement Agreement

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Exhibit A: 163rd Street Extension Reimbursement Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bill 3880 seeks authority for the City Manager to execute a Reimbursement Agreement with Triangle 2, LLC and Triangle 4, LLC, the developer of the Park Side residential subdivision, to complete the design and construction of certain improvements as part of their development process. The reimbursements would include fifty percent (50%) of the design and construction costs of extending 163rd Street, and fifty percent (50%) of the design and construction costs of extending a 16" water main along 163rd Street.

The Public Works Director will retain approval authority of plans and construction design for the improvements. The City will have final approval of acceptance of the improvements. Reimbursement for the extension of 163rd Street will be paid from available fund balance within the Excise Tax Fund. Reimbursement for the extension of the water main will be paid from available fund balance within the Water Connection Fee Fund.

The agreement contemplates payment by the City to the developer of one hundred percent (100%) of the design and construction costs for the 163rd Street extension and the water main extension. Upon submission of an application to the City for approval of the final plat for complete development of the Park Side subdivision, the developer will return to the city an amount equal to fifty percent (50%) of the actual construction costs paid for the 163rd Street extension and the water main extension.

BILL 3880

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRIANGLE 2, LLC AND TRIANGLE 4, LLC FOR REIMBURSEMENT OF CERTAIN DESIGN AND CONSTRUCTION IMPROVEMENTS EXTENDING 163RD STREET, AND DECLARING THIS BILL AS AN EMERGENCY.”

WHEREAS, Triangle 2, LLC and Triangle 4, LLC (the “Developer”) have received preliminary plat approval for the Park Side subdivision (the “Subdivision”) a 160-acre master-planned residential development generally located south of 163rd Street between N. Fox Ridge and N. Madison Street, all within the corporate limits of the City of Raymore (the “City”); and,

WHEREAS, the development of the Subdivision will coincide with the plans and goals of the City to complete certain improvements (“Improvements”) along 163rd Street including the extension of 163rd Street (“Road Extension”), the extension of a sixteen inch (16”) water main (“Water Extension”).

WHEREAS, to expedite the construction and installation of the Improvements, the City has deemed it fair and appropriate that the City reimburse the Developer for fifty percent (50%) of the costs associated with the design and construction of the Road Extension and the Water Extension; and,

WHEREAS, the terms of the reimbursement between the City and the Developer have been memorialized in a 163rd Street Extension Design & Construction Reimbursement Agreement attached hereto and incorporated herein as Exhibit “A”; and,

WHEREAS, on February 27, 2023, the City Council, pursuant to Ordinance 2023-023, authorized the City Manager to enter into a proposed agreement for reimbursement of expenses incurred by the Developer for completion of some, or a portion of, the Improvements, which such agreement has not been executed or acted upon by either party; and,

WHEREAS, the Parties intend to revoke and repeal the prior legislative action, and for any legal obligations of the Parties which may, or could be inferred by such action to be declared null and void.

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

Section 1. Authorization for Execution of Agreements and Documents. The City Manager is authorized and instructed to execute the 163rd Street Extension Design & Construction Reimbursement Agreement with the Developer to expedite the completion of the Improvements.

Section 2. Authorization for Reimbursements. The City Manager is authorized and instructed to arrange for reimbursement of the agreed upon portions of the design and construction costs incurred by Developer as follows:

- (a) For completion of the Road Extension from the Excise Tax Fund,
- (b) For completion of the Water Extension from the Water Connection Fee Fund, and

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.

Section 5. Repeal and Revocation of Prior Legislative Action. The legislative action taken by the City Council pursuant to Bill 3788 on February 27, 2023, is here revoked and repealed so that neither party to the proposed prior reimbursement agreement shall bear any legal obligation, and such action shall be declared null and void.

Section 6. Emergency Reading. The Mayor has authorized this as an emergency.

DULY READ THE FIRST TIME THIS 25TH DAY OF MARCH, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF MARCH, 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

EXHIBIT A
163RD STREET EXTENSION
DESIGN & CONSTRUCTION REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this “Agreement”) is made and entered into as of this 13th day of March, 2023 by and between THE CITY OF RAYMORE, a Missouri municipal corporation and constitutional charter city located in Cass County (the “City”) and Triangle 2, LLC and Triangle 4, LLC, having a principal office at 4706 Broadway, Suite 240, Kansas City, MO 64112 (the “Developer”). The Developer and the City are sometimes collectively referred to herein as the “Parties” and individually referred to general as a “Party”.

RECITALS

WHEREAS, on October 11, 2021, the Developer received Preliminary Plat approval for the Park Side subdivision (the “Subdivision”), a 160-acre master-planned single family residential development generally located south of 163rd Street between N. Fox Ridge and North Madison Street all within the corporate limits of the City; and,

WHEREAS, the approval of the Preliminary Plat and a corresponding Memorandum of Understanding (“MOU”) outlines requirements and responsibilities for public improvements, project phasing, parkland dedication and development fees, including the dedication of a 10.62-acre tract of land for parkland dedication to the City (the “Parkland Area”), and the extension of 163rd Street east through the Subdivision; and,

WHEREAS, upon the dedication of the Parkland Area to the City, the City shall assume certain responsibilities for the design and construction of certain public improvements, pursuant to Section 445.020G of the Unified Development Code for the future extension of 163rd Street, a Major Collector Roadway; and,

WHEREAS, the City and the Developer desire to expedite the phasing of the design and construction of certain public improvements within the Subdivision to provide access to the Parkland Area for the imminent development of a dog park (“Dog Park”), including; (i) the extension of 163rd Street from the west property line of land area identified on the Preliminary Plat as the Park to its intersection with North Madison Street (the “Road Extension”), the extension of a sixteen (16) inch water main to complete the trunk water line network along 163rd Street between North Madison and Fox Ridge Drive (the “Water Extension”). The Road Extension, the Parking Lot, and the Water Extension are collectively referred to herein as the “Improvements”; and,

WHEREAS, the City has available fund balance in the Excise Tax Fund, the Water Connection Fee Fund, and the for the design and construction of the respective Improvements; and,

WHEREAS, the City Council deems it fair and appropriate that the City reimburse the Developer for fifty-percent (50%) of the costs associated with the design and construction of the Road Extension and the Water Extension portions of the Improvements, pursuant to Section 445.020G of the Unified Development Code, thereby creating immediate access to the Parkland Area for development of the Dog Park; and

WHEREAS, by Bill 3788 read and unanimously approved by the City Council on February 27, 2023, the City Manager was authorized to enter into a reimbursement agreement for the contemplated Improvements with the Developer, which said legislative action of the Council will need to be repealed in whole so as to be replaced by the agreement contemplated herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises and obligations, the Parties hereby agree as follows:

1. Developer will enter into a contract with _____ to provide engineering services to design the Improvements and will subsequently enter into an agreement with a private contractor to construct and complete the Improvements at a standard of workmanship and quality such that they can be accepted by the City,

2. The City Public Works Director will review and approve all design work and construction documents in advance of construction to ensure that the work in constructing the Improvements is completed in accordance with all Codes and Ordinances of the City,

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

(i) The cost of constructing the Road Extension and the Water Extension portions of the Improvements, including professional fees, is estimated at \$1,310,113.00. Attached to this Agreement as Appendix "A" is a breakdown of the anticipated costs. By this Agreement, the costs of completing the Road Extension and Water Extension portions of the Improvements shall be shared equally between the City and the Developer so that the Developer shall be reimbursed, pursuant to Section 445.020G of the Unified Development Code and the provisions included herein.

(ii) The amount of reimbursement shall be based upon fifty percent (50%) of the actual construction costs incurred by the Developer in constructing the Road Extension and Water Extension portions of the Improvements subject to the conditions as provided in Sections 3(iii), 3(iv) and 3(v) hereinbelow. Invoices for the design and construction of the Road Extension and the Water Extension portions of the

Improvements shall be submitted verifying costs incurred and are subject to acceptance by the City Public Works Director, and/or their designee.

(iii) Payments for the design and construction of one hundred percent (100%) of the Road Extension in an amount not to exceed \$1,200,000.00 are available in the Excise Tax Fund and will be dispersed to the Developer upon submission of verifying costs incurred and acceptance of the Road Extension by the City Public Works Director, and/or their designee. If the actual construction costs for the Road Extension exceeds the funds allocated within the Excise Tax Fund, such additional funds shall be drawn from alternate funding sources at the discretion of the City.

(iv) Payments for the design and construction of one hundred percent (100%) of the Water Extension in an amount not to exceed \$300,000.00 are available in the Water Connection Fee Fund and will be dispersed to the Developer upon the completion and acceptance of the Water Extension. If the actual construction costs for the Water Extension exceeds the funds allocated within the Water Connection Fee Fund, such additional funds shall be drawn from alternate funding sources at the discretion of the City.

(v) City shall make payment to the Developer of one hundred percent (100%) of the actual construction costs of the Road Extension and the Water Extension portions of the Improvements ("Full Payment"). Upon the submission of an application to the City for approval of the final plat for complete development of the Subdivision ("Final Plat"), the Developer will submit a payment ("Return Payment") to the City equal to fifty percent (50%) of the Full Payment. Approval of the Final Plat shall be contingent upon submission of the Return Payment by the Developer to the City.

4. Notices. Any notice, demand, or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally, or three (3) days after the dispatch by regular United States Mail, postage prepaid.

(i). In the case of the Developer, to:

Triangle 2, LLC & Triangle 4, LLC
Attention: Dan Carr
4706 Broadway Suite 240
Kansas City, MO 64112-1910

(ii) In the case of the City, to:

The City of Raymore
Attention: City Manager
100 Municipal Circle
Raymore, Missouri 64083

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

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

6. Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement on the design, construction, and reimbursement for the Improvements. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties. Specifically, the Parties hereby state that the agreement for reimbursement previously approved on February 27, 2023 by the City Council pursuant to Bill 3788 is hereby revoked, repealed, and any legal obligations of the Parties which may, or could be inferred by such action shall be null and void.

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

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

9. Choice of Law. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Missouri. The Parties agree that any action for enforcement of this Agreement, or to cure a breach of this Agreement including claims for damages or specific performance, shall be brought in the Circuit Court of Cass County, Missouri at Harrisonville.

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

11. Indemnification. The Developer hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers, and agents from any and all claims arising from the construction by the Developer, or its contractors, of the Improvements described in this Agreement or from the City's inspection or lack of inspection of the plans, specifications and construction of, or for, such Improvements. Developer hereby agrees to pay to the City all

damages, costs and reasonable attorneys' fees incurred by the City and its employees, officers, and agents in defending such claims. At its cost and expense, Developer shall be entitled to engage counsel of its choice and participate in the defense of any such claims and the City agrees to reasonably cooperate with Developer and its counsel in such defense. In no event shall the foregoing indemnity apply to any claim relating to the failure or claimed failure of the City to maintain the Improvements after they are completed and accepted by the City.

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

13 No Waiver. The Parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Developer must comply and does not in any way constitute prior approval of any future proposals for development. No part of this Agreement shall be construed to relieve the Developer from installing required improvements related to the development of the Subdivision in accordance with the City Code and approved engineering plans.

14. Compliance with Laws. In completing the Improvements, Developer and its subcontractors shall comply with all applicable federal, state, and local laws, ordinances and regulations including but not limited to *applicable worker's compensation, insurance or bonding requirements, prevailing wage requirements and Occupational Safety and Health Administration (OSHA) rules and regulations as if the Improvements were to be completed by the City.* Developer and its subcontractors shall provide documentation and supporting materials as may be necessary to the City, upon written request for the same, confirming compliance with all applicable federal, state, and local laws, ordinances, or regulations.

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

16. Memorandum of Understanding. Notwithstanding the terms and provisions of this Agreement, the terms and conditions of the Memorandum of Understanding between the Developer and the City remain in full force and effect.

17. City Approvals. In each case where the City has approval rights, such approval by the City shall not be unreasonably withheld, conditioned, or delayed.

18. Enforcement. The City and the Developer may seek damages, reasonable costs, and attorney's fees in the event that there arises any dispute between the City and the

Developer over the completion of the Improvements, reimbursement of the agreed upon shared costs, and submission of the Return Payment.

19. Closing Contingency. This Agreement shall be contingent upon the Developer closing on the purchase of the Property.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the City, and the Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

(SEAL)

TRIANGLE 2, LLC & TRIANGLE 4, LLC

By: _____
Dan Carr

Attest:

Name/Title:



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 25, 2024

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

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

TITLE / ISSUE / REQUEST

Bill 3888: Award of Contract - City Prosecutor - William N. Marshall III

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.3.3 Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

Award To:	William N. Marshall III
Amount of Request/Contract:	Fee Schedule
Amount Budgeted:	N/A
Funding Source/Account#:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 1, 2024	January 31, 2025

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City Charter provides for the appointment of a City Prosecutor.

Mr. William N Marshall III has been serving as the City Prosecutor for several years / contract terms. The Council recently requested that a Request for Qualifications be issued and the process undertaken to review potential candidates as a matter of constant review, and to maintain the high quality of service for the position. Mr. Marshall was the only applicant to submit for the position during the most recent Request for Qualifications process.

In late-February of this year, the Council reviewed Mr. Marshall's service and expressed their desire to have a formal contract brought before them for re-appointment of Mr. Marshall as City Prosecutor for the one-year period from February 1, 2024 through January 31, 2025.

In negotiating the new contract terms, the Council requested slight alterations including a change to a one (1) year term, the requirement for a review conference with the City Manager after six (6) months, and a potential review conference with the City Council thereafter. Mr. Marshall's fee schedule has been adjusted in the new contract to reflect a total negotiated flat monthly bill of \$2,250.00 for court appearances, an hourly rate of \$250.00 for appeals to the Western District Court of Appeals, and \$150.00 per hour for all jury trials.

Bill 3888 is presented to the Council accordingly.

BILL 3888

ORDINANCE

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RAYMORE APPOINTING WILLIAM N. MARSHALL III AS THE CITY PROSECUTOR FOR THE CITY OF RAYMORE, MISSOURI, AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES."

WHEREAS, Section 3.10(b) of the City Charter provides that the City shall have one (1) or more Prosecuting Attorneys appointed by the Mayor with the advice and consent of six (6) out of eight (8) members of the entire Council; and,

WHEREAS, the current term of the City Prosecutor expired January 31, 2024; and,

WHEREAS, the Mayor and Council expressed their desire to continue to use William N. Marshall III as the City Prosecutor.

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

Section 1. The Agreement is hereby approved and the authorized representative of the City is hereby directed to enter into the Agreement with William N. Marshall III, a copy of which Agreement is attached hereto and incorporated by reference herein as **Exhibit A**.

Section 2. The Mayor shall be the authorized representative of the City herein for all instruments identified in Section 4.4(e) of the Charter.

Section 3. The City Manager and the City Clerk are hereby directed and authorized to execute the Agreement for and on behalf of the City of Raymore.

Section 4. The Mayor, the City Clerk and the City Manager are hereby directed and authorized to take the necessary steps under the Agreement to implement its terms.

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 25TH DAY OF MARCH, 2024

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF APRIL, 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

CONTRACT FOR PROFESSIONAL SERVICES CITY PROSECUTOR

This Contract for Professional Services - City Prosecutor (“Contract”) made this _____, 2024 by and between William N. Marshall III, whose principal office is located at 11953 Pennsylvania, Kansas City, Missouri, 64145, hereafter referred to as the **Prosecutor/Firm**, 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**. The Prosecutor/Firm and the City are sometimes referred to herein collectively as the “Parties”.

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 February 1, 2024 and coincidental with the Mayor’s signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I THE WORK

Prosecutor/Firm agrees to perform all work and provide all deliverables as specified in the Scope of Services in Appendix A and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to all agreements and terms included within this Contract set forth herein. Prosecutor/Firm agrees to provide professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth. 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 begin upon Council approval and Mayor’s signature on this Contract. The City desires to enter into this Contract for a term of one (1) year.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Prosecutor/Firm **\$2,250.00** per month for prosecutor services rendered

including those identified herein, as well as within the Appendix A and Appendix B. In addition to the per month payment provided above, City agrees to pay Prosecutor/Firm for all jury trials or appeals to the Circuit Court of Cass County, Missouri at a rate of **\$150.00** per hour to be billed in six (6) minute increments and **\$200.00** per hour in six (6) minute increments for all appeals to the Western District Court of Appeals..

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Prosecutor/Firm for the completed work as follows:

The Prosecutor/Firm shall provide the City with monthly billings. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Prosecutor/Firm's work. The City will be the sole judge as to the sufficiency of the work performed.

ARTICLE V RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Prosecutor/Firm may rely.

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

Prosecutor/Firm 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.

Prosecutor/Firm agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment and fair labor standards.

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

ARTICLE VI TERMINATION OF AGREEMENT

With Cause – If Prosecutor/Firm fails to perform his duties as specified in this Contract, the City through its appointed representative, shall notify the Prosecutor/Firm to correct any default under the terms of this Contract. Such notification may be made by telephone or in writing. If the Prosecutor/Firm fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this Contract by giving the Prosecutor/Firm ten (10) days written notice.

Without Cause – The City may terminate this Contract without cause at any time by providing sixty (60) days written notice, by certified mail, to the Prosecutor/Firm at the address listed below. In the event this Contract is terminated without cause, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

ARTICLE VII ARBITRATION

Except as to termination without cause pursuant to Article VI above, in the event of a dispute in compliance with the respective obligations under the terms and conditions of this Contract and the compliance of the Parties to the same, the Prosecutor/Firm and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties. Arbitration must be mutually agreed upon by both Parties prior to being undertaken.

ARTICLE VIII AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the Prosecutor/Firm 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 IX
ENTIRE AGREEMENT

The parties agree that this Contract and the attached Appendix A and Appendix B constitutes the entire agreement between the Parties and there are no further items or provisions, either oral or otherwise. Prosecutor/Firm agrees that it has not relied upon any representations of Prosecutor/Firm 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 Contract at the City the day and year first above written.

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Kristofer P. Turnbow, Mayor

Attest: _____
Erica Hill, City Clerk

WILLIAM N. MARSHALL, III
By:  _____

Title: Prosecuting Attorney

Attest: _____

Appendix A

Scope of Services

The successful firm or individual will be engaged by the City to provide prosecuting attorney services such as municipal arraignment and trial dockets, certified cases and appeals in the Cass County Circuit Court, review of reports, conduct trial preparation through review of reports and make determination on cases for prosecution, communication with defense counsel, witnesses, defendants, victims, victim advocates and police officers. Conduct depositions and other discovery procedures.

- ❖ Attend all municipal court dockets and trials.
- ❖ Access to designated attorney 24/7 to be able to answer police officer questions and/or in-custody warrants or other legal questions.
- ❖ Arrange for a mutually agreed upon time to sign municipal citations.
- ❖ Provide legal updates and training for police officers and court staff as requested.
- ❖ Issue additional charges and recommend amendments to charges.
- ❖ Handle cases which are certified to Cass County Circuit Court for either jury trial, bench trial or trial de novo.
- ❖ Perform other duties and responsibilities relating to the municipal court which are typical for a prosecuting attorney.
- ❖ Provide recommendations that would determine the need for a court appointed attorney.
- ❖ Prepare subpoenas for the court.
- ❖ Make recommendations regarding internal core processes and case dispositions.
- ❖ Draft, review and negotiate plea agreements.
- ❖ Participate in a review with the City Manager after six (6) months to include performance evaluation of case resolutions, caseload, outcomes, responses to staff and police officers, performance under the terms provided within this Contract, and updates and training provided to police officers and court staff.
- ❖ Identify proposed revisions to the City Code of Ordinances and provide suggested language for the same based upon changes in the law, legal challenges, and outcomes of municipal trials and appeals to the Cass County Circuit Court.
- ❖ Participate in a presentation to the City Council after six (6) months to include input on this Contract, analysis of cases and caseload, any changes required to the Code of Ordinances to facilitate enforcement, and general municipal court operations.

Appendix B

General Terms and Conditions

A. Procedures

The extent and character of the services to be performed by the Prosecutor/Firm shall be subject to the general control and approval of the City Manager in consultation with the Mayor and Council or their authorized representative(s). The Prosecutor/Firm shall not comply with requests and/or orders issued by any other person. The City Manager will designate his/her authorized representatives in writing which may be the City Manager. Both the City of Raymore and the Prosecutor/Firm must approve any changes to the Contract in writing.

B. Contract Period

The work shall begin upon Council approval and Mayor's signature on the Contract. The City desires to enter into a Contract for one (1) year.

C. Hold Harmless Clause

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

D. Exemption from Taxes

The City 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.

E. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of this Contract, the Prosecutor/Firm 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 Prosecutor/Firm; 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 Prosecutor/Firm, 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 Prosecutor/Firm 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 Prosecutor/Firm.

F. Invoicing and Payment

The Prosecutor/Firm shall submit invoices pursuant to Article IV of the Contract for all services outlined above in the Scope of Services under Appendix A.

G. Cancellation

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without cause and without penalty pursuant to Article VI of the Contract, upon sixty (60) days written notice to the Prosecutor/Firm. Any contract cancellation notice shall not relieve the Prosecutor/Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

H. Contractual Disputes

In addition to the Arbitration provisions provided for pursuant to Article VII of the Contract, the Prosecutor/Firm 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 Prosecutor/Firm within thirty (30) days of receipt of the claim.

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

I. Severability

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

J. Applicable Laws

The 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.

K. Drug/Crime Free Work Place

The Prosecutor/Firm acknowledges and certifies that it understands that the following acts by

the Prosecutor/Firm, its contractors, employees, and/or agents performing services on City property are prohibited:

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

The Prosecutor/Firm further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of the Contract and may result in default action and termination with cause being taken by the City, in addition to any criminal penalties that may result from such conduct.

L. No Escalation of Fees

The pricing of services contained in the Contract for the selected Prosecutor/Firm shall remain in effect for the duration of the Contract. No escalation of fees will be allowed.

M. Rejection of Qualifications

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

N. Affidavit of Work Authorization and Documentation:

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

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

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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 25, 2024

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

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

TITLE / ISSUE / REQUEST

Bill 3887: Approving Extended & Amended Employment Agreement - City Manager

STRATEGIC PLAN GOAL/STRATEGY

4.1.3 and 4.2.1 Continual governance improvement and high quality workforce

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Employment Agreement

REVIEWED BY:

Jonathan Zerr

BACKGROUND / JUSTIFICATION

This Bill approves the employment contract with Jim Feuerborn to continue serving as the City Manager.

The only changes from the original contract (as amended and extended from last year) include the following:

- (a) Base salary increased by 7% to \$199,017.00 pursuant to Council instruction,
- (b) All applicable dates for effectiveness and execution have been updated to cover the September 1, 2023 - September 1, 2024 contract year, and
- (c) The term of the contract has been extended to September 1, 2024.

BILL 3887

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH JIM FEUERBORN FOR THE SERVICES OF A CITY MANAGER, AUTHORIZING APPROVAL OF THIS ORDINANCE AND EXECUTION OF THE CONTRACT HEREIN FOR THE ORDERLY ADMINISTRATION OF THE LEGAL, ADMINISTRATIVE, AND CONTRACTUAL MATTERS OF THE CITY”

WHEREAS, Article V, Section 5.1 of the Raymore City Charter provides that a City Manager is needed to carry out the orderly affairs of administration of the City and may be appointed by the Mayor with the advice and consent of six (6) out of eight (8) members of the entire City Council.

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

Section 1. The Mayor is hereby authorized to enter into an Extended and Amended Employment Agreement with Jim Feuerborn as City Manager which is attached as Exhibit A.

Section 2. The Mayor and City Clerk are authorized to execute Exhibit A, Extended and Amended Employment Agreement, on behalf of the City of Raymore.

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

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

DULY READ THE FIRST TIME THIS 25TH DAY OF MARCH, 2024

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF APRIL, 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

EXTENDED & AMENDED EMPLOYMENT AGREEMENT

THIS EXTENDED & AMENDED EMPLOYMENT AGREEMENT (hereinafter called the “Agreement”), made and entered into this _____ day of April 2024, by and between the City of Raymore, of the State of Missouri, a Charter City and municipal corporation, hereinafter called “Employer” and Jim Feuerborn, hereinafter called “Employee”, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to continue the employment services of said Employee, Jim Feuerborn as City Manager whose powers and duties are outlined in Article V, Section 5.2 of the City Charter and in Article V, Sections 115.170-115.240 of the Municipal Code of the City of Raymore; and

WHEREAS, following the annual review required by Article V, Section 5.4 of the City Charter, Employer desires to amend and alter the compensation paid to said Employee, Jim Feuerborn for the continued services as City Manager until further amended or altered by mutual agreement of the Employer and the Employee or until expiration of the term of this Agreement herein, as may be amended or extended.

WHEREAS, it is the desire to the governing body of the Employer (hereinafter called “Council”) to provide certain benefits, to establish certain conditions of employment, and to set the working conditions of said Employee; and

WHEREAS, Employee desires to accept the continued employment as City Manager of said City of Raymore; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

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

SECTION 1. DUTIES

Employer agrees to continue to employ said Employee, Jim Feuerborn, as City Manager of the City of Raymore to perform the functions and duties specified in Said Article V, Sections 5.1 through 5.4 of the Raymore City Charter and by Article V, Sections 115.170 through Section

115.240 of the Municipal Code of the City of Raymore and to perform other legally permissible and proper duties and functions as the Council shall from time-to-time assign.

SECTION 2. TERM

A. Employer and Employee acknowledge that the City Manager shall be appointed, effective retroactively to September 1, 2022, for an indefinite term but it is the intent of both parties that Employee shall remain in the exclusive employment of Employer until September 1, 2023 and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as herein provided.

B. In the event written notice is not given by either party to this Agreement to the other a minimum of thirty (30) days prior to the termination date as hereinabove provided, this Agreement may be extended on the same terms and conditions as herein provided, for additional one (1) year periods. Said Agreement shall continue thereafter for one (1) year periods unless either party hereto gives thirty (30) days written notice to the other party that the party does not wish to extend this Agreement. In the case where the Employer gives said notice, the provisions of Section 4, Paragraph A of this Agreement apply.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council, to terminate the services of Employee at any time, subject only to the provision set forth in Section 5 of this Agreement.

SECTION 3. SUSPENSION

Employer may suspend the employee with full pay and benefits at any time during the term of this Agreement, but only if:

- (1) a majority of the Council and Employee agree, or
- (2) after a public hearing a majority of the Council votes to suspend Employee, for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council member(s) bringing such charges.

SECTION 4. TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to four (4) months aggregate salary, benefits, and deferred compensation

(“Aggregate Severance Sum”) Employee shall also be compensated for all earned sick leave, vacation, holidays, and other accrued benefits to date in accordance with the provisions governing accrual and payment thereof on termination of employment in the City Personnel Policy.

B. In the event the Employee is terminated for cause. Employer shall have no obligation to pay the Aggregate Severance Sum designated in the above paragraph.

C. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, then Employee will be deemed to be “terminated” at the date of such reduction or such refusal to comply and shall be entitled to severance as described in Section 4, Paragraph A.

SECTION 5. RESIGNATION

In the event Employee voluntarily resigns his position with Employer before expiration of aforesaid term of his employment, then Employee shall give Employer one (1) month notice in advance, unless the parties agree otherwise.

SECTION 6. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4, Paragraph A.

SECTION 7. SALARY AND COMPENSATION

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary retroactively applied to September 1 2023 of \$199,017, payable in installments at the same time as the other management employees of the Employer are paid. In addition, Employer agrees to Increase said base salary and/or benefits of Employee in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual performance and salary review of said Employee that shall occur as soon after November 1, as is reasonably possible. Any salary increase deemed appropriate by the Council shall go into effect at the same time and in the same manner as regular and management employees of the City.

In addition to the annual salary provided for above, Employee shall also receive as part of his compensation under this Agreement, a vehicle allowance for acquisition, maintenance, operation, and continued support of Employee's vehicle in an amount of \$500.00 per month payable with the installments provided for the annual base salary.

In addition to the annual salary and the vehicle allowance provided above, Employee shall also receive as part of his compensation under this Agreement, a contribution from Employer equal to five (5%) of Employee's gross base salary to a deferred compensation plan maintained, managed, and operated through the International City/County Management Association Retirement Corporation (ICMA-RC).

In addition to the annual salary, the vehicle allowance and the deferred compensation plan, Employee shall also receive as part of his compensation under this Agreement, a cellular telephone allowance for acquisition, maintenance, operation, and continued support of Employee's cellular telephone in an amount equal to that authorized by the Employer's policies for other eligible employees to be paid with the installments provided for the annual base salary.

SECTION 8. PERFORMANCE EVALUATION

A. The Mayor and Council shall review and evaluate the performance of the Employee at least once annually as soon after November 1, as is reasonably possible. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. A summary written statement of the findings will be a resultant of the evaluation process an adequate opportunity for the Employee shall be provided to discuss his evaluation with the Council.

B. Annually, the Council and Employee shall define such goals and performance objectives that they may determine necessary for the proper operation of Raymore and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the Council and Employee mutually agree to abide by the provisions of applicable law.

SECTION 9. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take time off as he shall deem appropriated during said normal office hours.

SECTION 10. OUTSIDE ACTIVITIES

Employee shall not spend more than ten (10) hours per week in teaching, consulting, or other non-Employer-connected business without the prior approval of the Council.

SECTION 11. VACATION LEAVE

Employee shall accrue and have credited to his personal account vacation leave at his current accrual rate with increases pursuant to the Raymore Personnel Policy.

SECTION 12. DISABILITY, HEALTH & LIFE INSURANCE

A. Employer agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness, disability income benefits, major medical, and dependent's coverage group insurance covering Employee and his dependents.

B. Employer agrees to purchase and to pay the required premiums on term life insurance policies equal in sum total to the maximum amount allocated pursuant to the benefit package authorized to all employees of Raymore, with the beneficiary named by Employee.

C. Employer agrees to provide hospitalization, surgical and comprehensive medical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other employees of Employer or, in the event no such plan exists, to provide same for Employee.

D. Employer shall provide travel insurance for Employee which he is traveling on Employer's business, with Employee to name the beneficiary thereof.

E. Employee agrees to submit once per calendar year to a complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer, should the Employer so require.

SECTION 13. RETIREMENT

Employer agrees to execute all necessary agreements provided by Missouri Retirement Plan for State and Municipal Employees known as "LAGERS" and shall provide for Employee's continued participation in said LAGERS retirement plan and, in addition to the base salary paid by the Employer to Employee, Employee shall be entitled to his interest in the LAGERS retirement

plan upon resignation or termination as provided by the City's policy regarding LAGERS and state statutes governing the LAGERS program. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

SECTION 14. DUES AND SUBSCRIPTIONS

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer. (Examples would include but not necessarily be limited to ICMA, MCMA, Historical Society, Rotary, Optimist Club).

SECTION 15. PROFESSIONAL DEVELOPMENT

A. Employee agrees to provide to Employer in advance of each fiscal year, a budget or request for the amount for such expenses for professional development as outlined herein and to participate in Employee's professional development. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meeting, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member.

B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of the Employer.

SECTION 16. INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therein.

SECTION 17. BONDING

Employer shall bear the full cost of any bond which may be required by City Code, State, or Federal statute, in such sum as may be required of Employee.

SECTION 18. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor and Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Raymore Charter or any other law.

B. All provisions of the Raymore Charter and Code, personnel policy, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holiday and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefor on termination of employment as provided in the Raymore Personnel Policy.

SECTION 19. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) Employer: City of Raymore
100 Municipal Circle
Raymore, Missouri 64083

- (2) Employee: Jim Feuerborn
1215 Wiltshire Blvd
Raymore, Missouri 64083

alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 20. GENERAL PROVISIONS

A. The text herein shall constitute the entire Extended & Amended Employment Agreement between the parties.

B. This Extended & Amended Employment Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Extended & Amended Employment Agreement shall become effective commencing retroactively on the 1st day of September 2023.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Extended & Amended Employment shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Raymore has caused this Extended & Amended Employment Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

Kristofer P. Turnbow

Date of Signature

“Employer”

ATTEST:

Erica Hill, City Clerk

Jim Feuerborn

Date of Signature

“Employee”

APPROVED AS TO FORM:

Jonathan S. Zerr, City Attorney

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, MARCH 18, 2024, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. 2024 Citizen Survey

Assistant City Manager Ryan Murdock provided an overview of the 2024 Citizen Survey.

B. Use Tax

City Manager Jim Feuerborn reviewed informational items associated with the Use Tax ballot measure.

C. Other

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to enter into 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	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The work session of the Raymore City Council adjourned to Executive Session at 6:52 p.m.