

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, January 28, 2019

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
 - A. Status of Capital Improvements (pg 9)
 - B. Public Works (pg 15)
 - C. Parks and Recreation (pg 17)
 - D. Communications Report
 - E. Monthly Financial Report (pg 21)

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, he/she may so request.

- A. City Council Minutes, January 14, 2019 (pg 31)
- B. Recreation Park Wireless System - Acceptance and Final Payment

Reference: - Resolution 19-05 (pg 45)

The Manager, Information Services, has determined that Alexander Open Systems portion of the Recreation Park Wireless System Project has been satisfactorily completed in accordance with the project specifications.

C. 2018 Sidewalk Project - Acceptance and Final Payment

Reference: - Resolution 19-06 (pg 47)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications.

9. Unfinished Business. Second Reading.

A. Termination of the Good Ranch Tax Increment Financing Plan

Reference: - Agenda Item Information Sheet (pg 51)
- Bill 3424 (pg 53)

The Good Ranch Tax Increment Financing (TIF) Redevelopment Plan was approved by the City Council on May 8, 2006. State law prohibits the approval of redevelopment projects inside any approved Plan after ten (10) years have passed since its approval. In order to establish a clear start for any new TIF Plan and associated redevelopment projects that may come forward in the future, staff recommends that the original TIF Plan be officially terminated.

- City Council, 01/14/19: Approved 8-0

B. Westbrook at Creekmoor Fifteenth Final Plat

Reference: - Agenda Item Information Sheet (pg 55)
- Bill 3420 (pg 57)
- Staff Report (pg 60)
- Development Agreement (pg 66)
- Final Plat (pg 73)

Cooper Land Development Inc. is requesting approval of the Westbrook at Creekmoor Fifteenth Final Plat, a 26-lot single family subdivision located west of Creekmoor Drive and north of Rannoch Lane.

- Planning and Zoning Commission, 12/18/18: Approved 8-0
- City Council, 01/14/19: Approved 8-0

C. Budget Amendment Police Firing Range

Reference: - Agenda Item Information Sheet (pg 75)
- Bill 3422 (pg 77)

The FY2013 Capital Improvement Fund contained funding for the police firing range. This Bill authorizes moving the remaining balance from the capital fund to the restricted revenue fund for future expenses.

- City Council, 01/14/19: Approved 8-0

D. Budget Amendment Department Organization Charts

Reference: - Agenda Item Information Sheet (pg 79)
- Bill 3423 (pg 81)

The Communications Director was promoted to Assistant City Manager. The City Manager created an Accountant position and eliminated the Assistant Finance Director position. This Bill authorizes updating the organizational charts and moves the balance of the Communications Director personnel expenses to the Administration Department.

- City Council, 01/14/19: Approved 8-0

E. Agreement with A Graphic Resource for printing and mailing services

Reference: - Agenda Item Information Sheet (pg 91)
- Bill 3421 (pg 93)
- Contract (pg 95)

The current contract with A Graphic Resource for printing and mailing services expired on Dec. 31. The agreement before Council is a three-year contract to provide the printing and mailing services for The Review, which is printed three times a year and mailed to all homes and businesses in the Raymore postal area.

- City Council, 01/14/19: Approved 8-0

10. New Business. First Reading.

A. Communications Vehicle Contract

Reference: - Agenda Item Information Sheet (pg 121)
- Bill 3425 (pg 123)
- Contract (pg 125)
- Vehicle Specifications and Rendering (pg 133)

Utilizing an authorized GSA agreement, the Communications Vehicle Workgroup negotiated a contract with LDV, Inc. for the construction of a specialty vehicle for the City of Raymore to be used during critical incidents.

B. Show Me Green Sales Tax Holiday

Reference: - Agenda Item Information Sheet (pg 157)
- Bill 3427A Participation in 2019 only (pg 159)
- Bill 3427B Participation in perpetuity (pg 161)

Senate Bill 1181, enacted by the General Assembly in 2008, established the Show Me Green Sales Tax Holiday, which exempts the State sales tax on the sale of certain Energy Star certified appliances on an annual basis (April 19-25). Municipalities may also participate in the holiday and exempt City sales tax from the sale of these items. Ordinances have been prepared for Council consideration to participate on a one-year basis or in perpetuity.

C. Extension of The Estates of the Good Ranch Preliminary Plat Expiration Date

Reference: - Agenda Item Information Sheet (pg 163)
- Resolution 19-04 (pg 165)
- Request Letter (pg 167)
- Approved Preliminary Plat (pg 168)

Great Plains Developments, LLC is requesting a two-year extension to the expiration date of the preliminary plat for The Estates and Estate Villas of The Good Ranch.

D. Award of Contract - On-Call Materials Testing Services

Reference: - Agenda Item Information Sheet (pg 169)
- Bill 3426 (pg 171)
- Contract (pg 173)

Staff is requesting approval to enter into a contract with Geotechnology for on-call geotechnical and testing services.

E. Award of Contract - Park House Demolition at Recreation Park

Reference: - Agenda Item Information Sheet (pg 193)
- Bill 3428 (pg 195)
- Contract (pg 197)

Staff requests approval to enter into a contract with Tasco LLC for the Park House Demolition project at Recreation Park.

<ul style="list-style-type: none">• Parks and Recreation Board, 01/22/19: Approved 7-0
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F. Award of Contract - Recreation Park Ballfield Lights

Reference: - Agenda Item Information Sheet (pg 235)
- Bill 3429 (pg 237)
- Contract (pg 239)

Staff requests approval to enter into a contract with Brandy Electric, Inc. for the Recreation Park Ballfield Lighting project.

<ul style="list-style-type: none">• Parks and Recreation Board, 01/22/19: Approved 7-0
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G. Award of Contract - Recreation Park Pond Rehabilitation

Reference: - Agenda Item Information Sheet (pg 273)
- Bill 3430 (pg 275)
- Contract (pg 277)

Staff requests approval to enter into a contract with Rockn' Excavating, LLC for the Recreation Park Pond Rehabilitation project.

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| <ul style="list-style-type: none">• Parks and Recreation Board, 01/22/19: Approved 7-0 |
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H. Award of Contract - On-Call Electrical Services

Reference: - Agenda Item Information Sheet (pg 311)
- Bill 3431 (pg 313)
- Contract (pg 315)

This agreement with Brinton Electrical Company is for on-call electrical needs at City Hall and City facilities.

I. Contract Amendment - CFS Engineers (Emergency Reading) (Public Comment)

Reference: - Agenda Item Information Sheet (pg 343)
- Bill 3432 (pg 345)
- Contract Amendment (pg 347)

An amendment to the design and consulting contract with CFS Engineers for improvements at T.B. Hanna Station. In order to keep this project moving forward for this construction season, the Mayor has authorized an emergency reading. Emergency readings also call for public comments to be made between the two readings.

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| <ul style="list-style-type: none">• Parks and Recreation Board, 01/22/19: Approved 7-0 |
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J. Amending City Code for vendors at City-sponsored events

Reference: - Agenda Item Information Sheet (pg 351)
- Bill 3433 (pg 353)
- City-sponsored events for 2019 (pg 355)

Current City Code waives the City's occupational license requirement for vendors at City-recognized farmers markets only. This amendment would waive the occupational license for vendors at all City-sponsored events.

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, 12/17/18 (pg 359)
 - City Council Work Session notes, 01/07/19 (pg 360)
 - Parks and Recreation minutes, 11/27/2018 (pg 361)
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EXECUTIVE SESSION (CLOSED MEETING)

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

Status of Capital Improvements - Projects not yet started

Category	Project	Fiscal Year	Budget Amount
Parks & Recreation	Trail Lighting	2017	\$100,000
Stormwater	Cul-de-sac Program	2017	\$100,000
Buildings & Grounds	Building Door Access System	2019	\$36,000
Buildings & Grounds	City Hall Exterior Painting	2019	\$47,000
Parks & Recreation	Hawk Ridge Park Security Cameras	2019	\$31,000
Parks & Recreation	T.B. Hanna Park Security Camera	2019	\$15,525
Parks & Recreation	Projector and Screen Raymore Activity Center	2019	\$13,200
Parks & Recreation	Memorial Park Playground Improvements	2019	\$48,000
Parks & Recreation	Memorial Park Arboretum Light Replacement	2019	\$26,000
Sanitary	Harold Estates Sanitary Sewer Extension	2019	\$500,000
Sanitary	Evan Brook Sewer Repair	2019	\$18,000
Transportation	Right of Way Infrastructure Repairs	2019	\$150,000
Transportation	Shadowood Settlement Investigation	2019	\$30,000

Status of Capital Improvements - Projects in planning/bid stage

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Buildings & Grounds	City Hall Lower Level Fire Suppression Modification	2016	\$45,000	
Stormwater	Detention Pond Rehab/Beautification Partnership	2017	\$50,000	
Stormwater	City Hall Detention Pond	2017	\$80,000	
Stormwater	Municipal Center BMP's	2017	\$80,000	
Community Development	GO Contingency/T.B. Hanna	2017	\$301,500	
Parks & Recreation	Recreation Park Picnic Pavilion	2018	\$210,000	
Transportation	Lucy Webb Roundabout Additional Lighting	2018	\$12,000	
Sanitary	Lift Station Emergency Generators	2018	\$94,500	
Parks & Recreation	Recreation Park Pedestrian Bridge Replacements	2018	\$55,000	
Water	Sensus Meter Reading System	2018	\$150,000	
Community Development	GO Project Support	2018	\$217,394	
Transportation	Street Light Installation	2018	\$15,000	
Sanitary	Sanitary Sewer Inflow and Infiltration Reduction	2019	\$126,075	
Sanitary	Owen Good Force Main Repairs	2019	\$700,000	
Stormwater	Annual Curb Replacement Program	2019	\$200,000	
Transportation	Annual Curb Replacement Program	2019	\$400,000	
Transportation	Annual Street Preservation Program	2019	\$800,000	
Water	Hydrant Replacement	2019	\$112,000	
Stormwater	Culvert Replacement	2019	\$35,000	
Buildings & Grounds	Municipal Circle Light Replacement	2019	\$50,000	
Transportation	Maintenance of Thoroughfare Routes	2019	\$200,000	
Buildings & Grounds	Parks Maintenance Facility Door Access System	2019	\$8,400	
Parks & Recreation	Recreation Park Ballfield Lights	2019	\$90,000	
Parks & Recreation	Recreation Park Pond	2019	\$150,000	
Stormwater	Storm/Sanitary Sewer Camera	2019	\$110,000	

Status of Capital Improvements - Projects under construction

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Parks & Recreation	Hawk Ridge Park Walking Trail - Lake Loop	2015	\$160,000	
Transportation	Construction of Sunset Lane Gap	2016	\$350,000	
Parks & Recreation	Hawk Ridge Park Phase (I-b) ADA Dock	2016	\$45,000	
Parks & Recreation	Hawk Ridge Park Phase (I-c) Restroom	2016	\$90,000	
Buildings & Grounds	City Hall Front Entry Repair	2017	\$242,000	
Buildings & Grounds	Public Works Facility Roof Repair	2017	\$203,000	
Buildings & Grounds	Security Cameras at Parks & Public Works	2017	\$35,000	
Buildings & Grounds	Internet and Public Wifi in the Parks	2017	\$33,500	
Water	Sensus Meter Reading System	2017	\$150,000	
Buildings & Grounds	City Hall Lobby Modifications	2018	\$40,000	
Buildings & Grounds	City Hall LED Lighting Upgrades	2018	\$13,250	
Community Development	GO Hawk Ridge Park Support	2018	\$382,606	
Transportation	Hubach Hill Road Street Light	2018	\$8,000	
Transportation	Johnston Drive Street Light	2018	\$8,000	

Status of Capital Improvements - Projects finished with major construction

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Parks & Recreation	Ward Park Shelter Facility	2017	\$6,500	
Parks & Recreation	Raymore Arboretum	2017	\$10,000	
Buildings & Grounds	City Hall Phone System	2017	\$45,000	
Stormwater	FY17 Stormwater Improvements	2017	\$74,000	
Sanitary	Silvertop Sewer Replacement	2017	\$60,000	
Sanitary	Silvertop Sewer Replacement	2017	\$60,000	
Parks & Recreation	Recreation Park Pedestrian Safety Enhance	2018	\$100,000	
Sanitary	Sanitary Sewer Inflow and Infiltration Redu	2018	\$123,000	
Buildings & Grounds	Public Works LED Lighting Upgrades	2018	\$10,500	
Stormwater	Annual Curb Replacement Program	2018	\$100,000	
Stormwater	North Washington Street Culvert Replacem	2018	\$33,000	
Stormwater	Stormwater Culvert Replacement	2018	\$28,000	
Transportation	Annual Curb Replacement Program	2018	\$400,000	
Transportation	Annual Street Preservation Program	2018	\$800,000	
Transportation	Maintenance of Thoroughfare Routes	2018	\$125,000	
Sanitary	Owen Good Overflow Valve Replacement	2018	\$30,000	
Sanitary	Sanitary Sewer Inflow and Infiltration Redu	2018	\$123,000	
Stormwater	Permeable Pavers Crosswalks	2018	\$176,685	
Transportation	Annual Sidewalk Program	2018	\$117,000	
Water	Star Drive Water Main	2019	\$53,000	

Status of Capital Improvements - Projects finalized out and accepted by City Council

Category	Project	Fiscal Year	Budget Amount	Total Expenditure	Remaining Funds	Additional Notes
Transportation	Annual Curb Replacement Program	2018	\$400,000	\$398,954	\$1,046	
Stormwater	Annual Curb Replacement Program	2018	\$100,000	\$100,000	\$0	
Buildings & Grounds	Police Firing Range	2016	\$46,842	N/A	N/A	1/14 Council gave first approval to move funds to the Restricted Revenue Fund for future lease expenses



PUBLIC WORKS MONTHLY REPORT

January 2019

ENGINEERING DIVISION

Projects Under Construction

- 155th Street - Phase III Overlay Madison to Kurzweil
- Hawkridge Park

Projects Under Design

- Kentucky Road
- FY 2019 Curb Replacement Program
- FY 2019 Street Preservation
- Owen Good Force Main Replacement

Development Under Construction

- Heritage Hills
- Edgewater
- Meadowood
- Westbrook at Creekmoor

Developments Under Review

- Prairie View of the Good Ranch

OPERATIONS & MAINTENANCE DIVISION

- 7 Water Taps
- 8 Sewer Inspections
- 4 Partial Water Inspections
- 7 Water Inspections
- 383 Line Locates
- 153 City Hall Work Orders
- 13 Driveway Approach Inspections
- 15 Sidewalk Inspections
- 30 Final ROW Inspections
- 1 Meter Conversions
- 70 Fire Hydrants Flushed
- 105 Potholes Patched
- 49 Service Requests Completed

MONTHLY REPORT

December / January 2018

HIGHLIGHTS

December

- Recreation Superintendent John McLain, Parks Superintendent Steve Rulo and Athletic Coordinator Todd Brennon met with the Raymore United Soccer Club Advisory Committee.
- Athletic Coordinator Todd Brennon and the South Metro Youth Sports Group met at Centerview to schedule the 2019 Recreation Youth Basketball League. Practices started in December and games began in January
- Parks and Recreation Director Nathan Musteen, Recreation Superintendent John McLain and Parks Superintendent Steve Rulo met with consultants for the improvement projects at T.B. Hanna Station.
- Director Nathan Musteen and Parks Superintendent Rulo met with Parks & Recreation Board Member Eastwood to discuss future changes in the disc golf course at Recreation Park to accommodate the Raymore Activity Center and construction for upcoming projects.
- Park maintenance staff built shelving units at the RAC for athletic equipment and summer camp storage.
- Parks and Recreation Director Nathan Musteen, Recreation Superintendent John McLain and Parks Superintendent Steve Rulo met with other city staff to develop a job description and a daily work plan for the Assistant Building Maintenance Technician position.
- December: three bid openings were held for FY 2019 park projects. The Ballfield Lights at Recreation Park, Park House Demolition and the Recreation Park Pond Rehabilitation projects. All projects are scheduled for completion in late spring.
- Parks Maintenance staff installed a total of 5 memorial benches donated in 2018 to the Parks & Recreation Department. Memorial benches can be donated to the Parks and Recreation Department through our Legacy Program or our Hawk's Nest Playground campaign. Information can be found online at www.raymore.com/parks.
- Congratulations to Haley Rhule our new Park Maintenance I Worker. Haley was a park seasonal last summer and is a 2018 graduate of Northwest Missouri State with a degree in horticulture.



- Congratulations to Parks Superintendent Steve Rulo and Parks Maintenance Worker Gus Boos on becoming Certified Playground Safety Inspectors (CPSI). The CPSI certification program provides the most comprehensive and up-to-date training on playground safety issues including hazard identification, equipment specifications, surfacing requirements and risk management methods.
- Park Maintenance staff continued maintenance of the landscape beds and adaptive planting areas at our parks and public facilities. Staff also planted tulip bulbs on Municipal Circle for the spring bloom.
- Recreation Superintendent John McLain met with Straub Construction to review warranty work completed at Centerview.

- Athletic Coordinator Todd Brennon and Recreation Superintendent John McLain met with Challenger Sports in preparation for the upcoming winter and spring soccer programs.

- Recreation Coordinator Katie VanKeulen and Athletic Coordinator Todd Brennon collected coats from the local elementary schools and City Hall for the Mayor's Coat Drive. All collections were sent to King's Closet at Beacon of Hope Church. 67 coats, 60 scarves/hats/gloves and multiple clothing items were donated. Thank you to everyone who participated!



- Athletic Coordinator Todd Brennon delivered Thank You plaques and league posters to all the fall sports league sponsors.
- Parks staff trimmed trees along Lemor and Eagle Glen trails. Staff pulled all baseball pitching mounds and bases off the fields for winter.
- Parks Superintendent Steve Rulo completed and submitted a re-application for Tree City USA.

January

- Athletic Coordinator Todd Brennon began registering our Raymore United Soccer teams for the spring Heartland Soccer league.
- Registration is now open for the Father/Daughter Valentine's Ball at Centerview on Feb. 8 and the Spring Craft Show at the RAC on March 9. Call the Parks and Recreation Office at 816-322-2791 to register.
- Work began at the old post office building at T.B. Hanna Station in preparation for renovations this spring.



- Registrations have been pouring in for the first Spring Craft Show scheduled for March 9 at the Raymore Activity Center. For more information contact the Parks and Recreation Office or log onto our website at www.raymore.com/parks
- Park Maintenance staff have started preparations at the maintenance complex to install a new french drain along to foundation of the shop to prevent flooding.
- Park Maintenance staff mowed the natural areas at Moon Valley Park and trimmed trees at Memorial Park.
- Parks and Recreation Director Nathan Musteen attended the Kansas City Metro Area Parks and Recreation Directors Association winter meeting at the Longview Community Center.
- Parks and Recreation Director Nathan Musteen, Parks Superintendent Steve Rulo and Assistant City Manager Mike Ekey met regarding the Buildings and Grounds Department.
- Recreation Superintendent John McLain and Communications Specialist Melissa McGhee met on Parks and Recreation marketing.
- The Parks and Recreation Winter Program Guide arrived in homes across Raymore.
- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo attended the Kansas Arborist Shade Tree Conference.
- Park Maintenance Staff participated in the Public Works snow plow plan and the Building & Grounds facility coverage plan during the recent snow events.
- Recreation Superintendent John McLain met with USSSA, Midwest Sports Production and Grand Slam Sports to reserve and schedule 2019 tournament dates and baseball complex rentals.

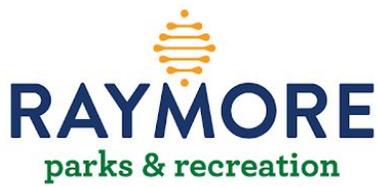
PARKS & RECREATION BOARD

December -	No work sessions or meetings scheduled
January 8 -	Work Session: Discussion topics included a request from the Sunset Garden Club, FY19 CIP Project updates and discussion about the upcoming Visioning Session in February.
January 22 -	No Work Session. Regular Meeting Agenda items include recommendations for contract award for three park CIP projects and a contract amendment with CFS Engineers.

CENTERVIEW

December / January

- Tri-County Art League Christmas Party
- Wedding and Reception



- Community Bank of Raymore Emerald Annual Lunch
- Apple Bus Company Christmas Lunch
- Shop With A Cop Christmas Event
- Wedding Rehearsal Dinner
- Memorial Service
- Business Meeting
- You Matter Raymore Community Meeting
- Award Ceremony and Gala for Crossfit/Nexus-a local gym
- Raymore Police Training
- Family Art Day
- Pathways Compass Health all day training (full facility)

RAC - Raymore Activity Center

- Boy Scout - Pack 4315: Pine Wood Derby races
- Friday night *Open Futsal League*
- Basketball Practices

RECREATION PROGRAMS & SPECIAL EVENTS

*Father-Daughter
Valentine's Ball*
February 8 ♥ 7-9 p.m. ♥ Centerview

Join in a special evening that fathers and daughters will remember for a lifetime. There will be music, dancing, a chocolate fountain, games and a photo booth to help capture the memories.

Ages // 4-12
Cost // \$30 per couple + \$5 for each additional daughter or dad
Register by // Feb. 1

The poster for the Father-Daughter Valentine's Ball features a red silhouette of a father kneeling to hold the hand of a young girl. The background is light blue with a pattern of white hearts. The Raymore parks & recreation logo is in the bottom right corner.

**SPRING
CRAFT
SHOW**

March 9, 10 a.m.-2 p.m.
Raymore Activity Center
1011 S. Madison St.

The poster for the Spring Craft Show features a large, stylized sun with light blue petals and a yellow center. The text is centered on the sun and below it. The background has a vertical orange and yellow striped pattern.

Come shop from a variety of different arts and crafts vendors.
Interested in being a vendor?
Please contact Katie Vankeulen at kvankeulen@raymore.com





FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period December 1, 2018 to December 31, 2018.

December Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

Overall, at 16.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 26.59% 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 accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected with the majority of the budgeted revenue expected by February 2019.
- Franchise Tax revenues as a whole are tracking below straight line. 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 slightly below straight line budget at 15.71%. City sales taxes are at 15.59% while state shared gasoline and vehicle taxes are at 15.72%.
- Fees and Permit revenues collected are tracking ahead of straight line budget at 38.77%. This is primarily due to Engineering Inspection Fees & Plan Review Fees for 2 new phases in the Creekmoor Subdivision.
- License revenues collected are tracking as expected at 32.96% of straight line budget. Occupational license revenues collected are tracking as expected. Nearly all of this revenue is received in January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are slightly above straight line budget at 17.16%. 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 higher due to the three pay-periods occurring this year in November.

- 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 20.06% of straight line budget primarily due to the annual membership for marketing paid in December.
- The Emergency Management Department is currently at 21.66% of straight line budget primarily due to the payment of the siren maintenance contract.

Parks & Recreation Fund

Revenue:

Revenues are at 31.48% of budget 16.67% of the way through the year; normal for this time of the year. Recreation revenues are expected to increase in January & February with soccer registrations followed by baseball and softball registrations in March. Those revenues will be followed by revenues associated with summer youth camp registrations in April, camp fees throughout the summer and flag football and volleyball in the fall. Revenue associated with the facility rental of Centerview are slightly below straight line budget at 12.43%. Staff will continue to monitor this revenue closely throughout the year.

Expenditures:

Both the Parks and Recreation departments are showing the same operational expenditure pattern as in years past, and are tracking normally. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 15.93% 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	1,500,359.00	1,221,689.59	1,224,255.82	0.00	276,103.18	81.60
FRANCHISE TAXES	0.00	0.00	0.00	2,245,694.00	157,167.08	309,569.56	0.00	1,936,124.44	13.79
SALES TAXES	0.00	0.00	0.00	3,543,609.00	346,836.87	556,536.52	0.00	2,987,072.48	15.71
FEES AND PERMITS	0.00	0.00	0.00	237,788.00	47,468.04	92,178.64	0.00	145,609.36	38.77
LICENSES	0.00	0.00	0.00	133,053.00	41,604.41	43,856.91	0.00	89,196.09	32.96
MUNICIPAL COURT	0.00	0.00	0.00	320,884.00	26,176.94	55,059.48	0.00	265,824.52	17.16
MISCELLANEOUS	0.00	8.08	8.08	388,342.00	30,492.02	90,236.65	4.40	298,100.95	23.24
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,464,280.00	121,523.34	243,046.68	0.00	1,221,233.32	16.60
TOTAL NON-DEPARTMENTAL	0.00	8.08	8.08	9,834,009.00	1,992,958.29	2,614,740.26	4.40	7,219,264.34	26.59
TOTAL REVENUES	0.00	8.08	8.08	9,834,009.00	1,992,958.29	2,614,740.26	4.40	7,219,264.34	26.59
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	100,000.00	67,333.33	134,666.66	0.00	(34,666.66)	134.67
ADMINISTRATION	0.00	499.70 (	499.70)	1,024,981.00	68,970.48	143,726.93	621.33	880,632.74	14.08
INFORMATION TECHNOLOGY	1,128.12	0.00	1,128.12	457,560.60	41,616.26	118,098.85	18,304.94	321,156.81	29.81
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	186,783.00	21,136.64	37,465.39	0.00	149,317.61	20.06
COMMUNITY DEVELOPMENT	0.00	22.28 (	22.28)	674,032.00	51,570.31	120,992.49	150.89	552,888.62	17.97
ENGINEERING	0.00	121.34 (	121.34)	420,592.00	31,706.27	76,066.05	2,568.57	341,957.38	18.70
STREETS	0.00	0.00	0.00	864,408.00	60,116.66	102,099.97	31,255.79	731,052.24	15.43
BUILDING & GROUNDS	0.00	5,832.79 (	5,832.79)	374,280.20	25,600.69	61,231.27	(4,591.14)	317,640.07	15.13
STORMWATER	0.00	0.00	0.00	301,313.00	20,644.64	54,316.26	146.46	246,850.28	18.08
COURT	0.00	0.00	0.00	124,399.00	8,941.19	22,083.18	152.78	102,163.04	17.87
FINANCE	0.00	0.00	0.00	625,566.00	37,646.62	126,363.70	5,330.50	493,871.80	21.05
COMMUNICATIONS	0.00	0.00	0.00	300,946.00	22,223.41	44,163.00	1,384.91	255,398.09	15.13
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,940.00	2,000.00	2,000.00	2,000.00	20,940.00	16.04
POLICE	0.00	1,851.00 (	1,851.00)	4,217,507.00	292,406.82	702,627.37	11,672.81	3,503,206.82	16.94
EMERGENCY MANAGEMENT	0.00	0.00	0.00	130,550.00	8,839.90	27,999.84	277.15	102,273.01	21.66
TOTAL EXPENDITURES	1,128.12	8,327.11 (	7,198.99)	9,827,857.80	760,753.22	1,773,900.96	69,274.99	7,984,681.85	18.75
REVENUES OVER/(UNDER) EXPENDITURES	(1,128.12)	8,335.19	7,207.07	6,151.20	1,232,205.07	840,839.30	(69,270.59)	(765,417.51)	2,543.39

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>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	(1,604.35)	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	(1,604.35)	0.00	0.00	0.00	0.00
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	402,780.00	328,822.06	329,512.76	0.00	73,267.24	81.81
MISCELLANEOUS	0.00	0.00	0.00	7,967.00	6,409.33	7,243.42	0.00	723.58	90.92
FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,080.00	0.00	0.00	0.00	6,080.00	0.00
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	75,000.00	0.00	375,000.00	16.67
TOTAL PARKS DIVISION	0.00	0.00	0.00	866,827.00	372,731.39	411,756.18	0.00	455,070.82	47.50
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	62,000.00	0.00	406.00	0.00	61,594.00	0.65
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,200.00	0.00	1,728.75	0.00	20,471.25	7.79
PROGRAM REVENUE	0.00	0.00	0.00	227,520.00	4,708.00	10,837.25	0.00	216,682.75	4.76
TOTAL RECREATION DIVISION	0.00	0.00	0.00	311,720.00	4,708.00	12,972.00	0.00	298,748.00	4.16
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	50,205.00	2,115.00	6,241.24	0.00	43,963.76	12.43
PROGRAM REVENUE	0.00	0.00	0.00	2,600.00	300.00	1,115.00	0.00	1,485.00	42.88
TOTAL CENTERVIEW	0.00	0.00	0.00	52,805.00	2,415.00	7,356.24	0.00	45,448.76	13.93
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,340.00	0.00	0.00	0.00	2,340.00	0.00
CONCESSION REVENUE	0.00	0.00	0.00	7,650.00	0.00	0.00	0.00	7,650.00	0.00
FACILITY RENTAL REVENUE	0.00	0.00	0.00	13,050.00	212.50	312.50	0.00	12,737.50	2.39
PROGRAM REVENUE	0.00	0.00	0.00	146,800.00	2,220.00	8,705.00	0.00	138,095.00	5.93
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	169,840.00	2,432.50	9,017.50	0.00	160,822.50	5.31
TOTAL REVENUES	0.00	0.00	0.00	1,401,192.00	380,682.54	441,101.92	0.00	960,090.08	31.48
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	732,989.00	48,286.75	109,986.32	5,062.17	617,940.51	15.70
RECREATION DIVISION	0.00	0.00	0.00	537,076.00	38,256.24	78,377.20	4,218.17	454,480.63	15.38
CENTERVIEW	0.00	182.79 (	182.79)	49,255.00	1,038.64	1,557.29	745.15	46,952.56	4.67
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	81,172.00	1,648.04	3,019.61	453.86	77,698.53	4.28
TOTAL EXPENDITURES	0.00	182.79 (	182.79)	1,400,492.00	89,229.67	192,940.42	10,479.35	1,197,072.23	14.52
REVENUES OVER/(UNDER) EXPENDITURES	0.00	182.79	182.79	700.00	291,452.87	248,161.50	(10,479.35)	(236,982.15)	3,954.59

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	40,107.00	10,193.42	21,516.92	0.00	18,590.08	53.65
UTILITY REVENUE	0.00	0.00	0.00	7,973,028.00	592,075.25	1,253,780.83	0.00	6,719,247.17	15.73
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	8,013,135.00	602,268.67	1,275,297.75	0.00	6,737,837.25	15.92
<u>DEBT SERVICE</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	8,337.00	1,100.31	1,141.42	0.00	7,195.58	13.69
TRANSFERS - INTERFUND	0.00	0.00	0.00	145,000.00	12,083.33	24,166.66	0.00	120,833.34	16.67
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	153,337.00	13,183.64	25,308.08	0.00	128,028.92	16.50
TOTAL REVENUES	0.00	0.00	0.00	8,166,472.00	615,452.31	1,300,605.83	0.00	6,865,866.17	15.93
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	100,000.00	0.00	500,000.00	16.67
WATER	0.00	5,032.50 (	5,032.50)	3,166,261.00	223,342.70	328,604.16	15,251.16	2,822,405.68	10.86
SEWER	0.00	10,989.20 (	10,989.20)	3,135,624.00	499,181.46	497,847.81	14,070.91	2,623,705.28	16.33
SOLID WASTE	0.00	0.00	0.00	1,164,598.00	88,733.64	88,733.64	0.00	1,075,864.36	7.62
SRF SEWER BONDS	0.00	0.00	0.00	153,337.50	0.00	0.00	0.00	153,337.50	0.00
TOTAL EXPENDITURES	0.00	16,021.70 (	16,021.70)	8,219,820.50	861,257.80	1,015,185.61	29,322.07	7,175,312.82	12.71
REVENUES OVER/(UNDER) EXPENDITURES	0.00	16,021.70	16,021.70 (	53,348.50)	(245,805.49)	285,420.22 (	29,322.07)	(309,446.65)	480.05-

Investment Monthly Report

Investments Held at 12/31/18

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
06/27/18	802849	CBR	CD		06/29/19	673,823.35	673,823.35	1.7500	673,823.35
08/24/18	108041765	Commerce	CD	Fund 50	08/26/19	2,000,000.00	2,000,000.00	2.3200	2,000,000.00
10/02/18	108041857	Commerce	US TREASURY		09/12/19	2,000,000.00	2,000,000.00	2.5500	2,000,000.00
11/21/18	900320	CBR	CD		11/21/19	2,000,000.00	2,000,000.00	2.7000	2,000,000.00
12/07/18		NASB	CD		12/09/19	2,500,000.00	2,500,000.00	2.8000	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,066,417.07	2,066,417.07	1.0100	2,066,417.07
06/03/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	989,504.00	989,504.00	1.0100	989,504.00
09/01/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,073,649.96	1,073,649.96	1.0100	1,073,649.96
05/03/18	108041463	Commerce	CD		05/03/19	1,000,000.00	1,000,000.00	2.0000	1,000,000.00

Investment Total

14,303,394.38 14,303,394.38

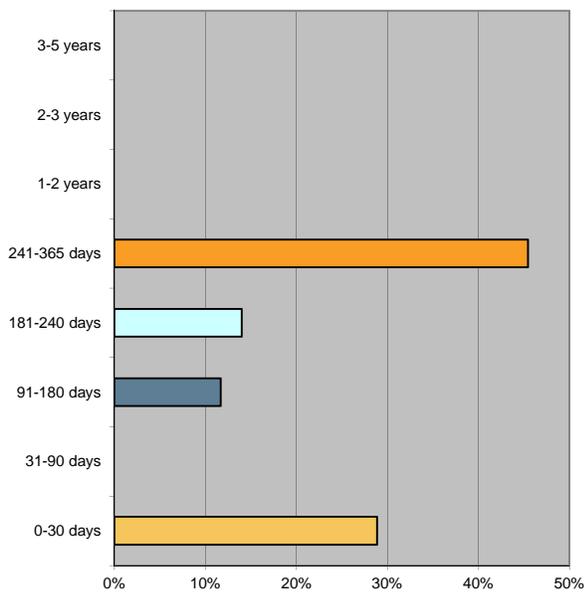
14,303,394.38

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

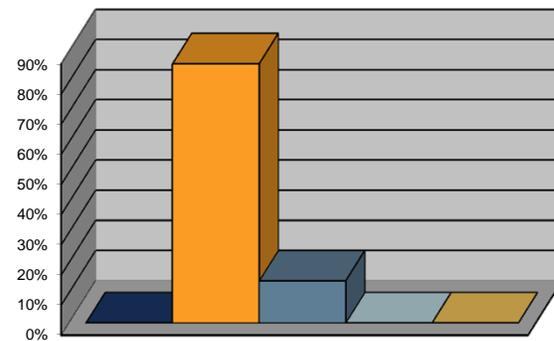
Average Annual Rate of Return: 2.0618

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

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
12/08/17	108041076	Commerce	CD		12/08/18	2,500,000.00	2,500,000.00	1.5200	364

Average Rate of Return on Maturities: 1.52

December Grant Summary

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

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$0.00	\$0.00	9/30/19
State & Community Hwy. Safety Grant - HMV (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$5,500.00 (no match)	\$797.42	\$797.42	9/30/19
Bulletproof Vest Partnership program (2016) ¹	U.S. Dept. of Justice	\$5,005.00 (50% match)	\$4,804.55	\$4,804.55	8/31/18
Parks:					
Recreational Amenity Cost Sharing Program - Community Assistance Program (CAPS)	MO Dept of Conservation	\$178,000 (75% Contribution by CAPS)	\$0.00	\$0.00	As Project is Complete
Emergency Management:					
Emergency Mgmt. Performance Grant - 2018 (Jan. - Dec. 2018)	FEMA	\$52,878.80 (50% match)	\$37,262.94	\$37,262.94	12/31/18
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
State & Community Hwy. Safety Grant - DWI (Oct. 2017 - Sept. 2018)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$7,325.68	\$7,325.68	9/30/18

¹ Bulletproof Vest reimbursements have a 2-yr drawdown period

December Grant Summary

State & Community Hwy. Safety Grant - HMV (Oct. 2017 - Sept. 2018)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000.00 (no match)	\$5,823.30	\$5,823.30	9/30/18
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Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, JANUARY 14, 2019 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, KELLOGG, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY CLERK JEANIE WOERNER, CITY ATTORNEY JONATHAN ZERR AND CITY STAFF MEMBERS.

- 1. Call To Order.** Mayor Pro Tem Barber called the regular meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Jeanie Woerner called roll; quorum present to conduct business. Mayor Turnbow absent.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet and reviewed agenda items for upcoming Planning and Zoning Commission meetings.

Chief of Police Jan Zimmerman provided information on crime statistics for Raymore. She answered general questions from Council.

Parks and Recreation Director Nathan Musteen recognized employees Steve Rulo and Gus Boos who recently achieved certification as playground safety inspectors.

City Manager Jim Feuerborn announced the January 21 City Council work session will be cancelled due to the Martin Luther King holiday.

- 7. Committee Reports.**
- 8. Consent Agenda.**
 - A. City Council Minutes, December 10, 2018**
 - B. Resolution 19-01, Appointments and Affirmations of Membership to Incentive District Boards**
 - C. Resolution 19-02, Appointment of Chief Jan Zimmerman as the Executive Director of SAFE**
 - D. Resolution 19-03, Disposal of Surplus Property**

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

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Townsend	Aye

9. Unfinished Business. Second Readings.

A. Easement Vacation - 914 Creekmoor Drive

BILL 3414: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI VACATING THE WEST EIGHT FEET OF A UTILITY EASEMENT LOCATED ON LOT 280 IN THE WESTBROOK AT CREEKMOOR NINTH PLAT, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the second reading of Bill 3414 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3414 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Townsend	Aye

Mayor Pro Tem Barber announced the motion carried and declared Bill 3414 as **Raymore City Ordinance 2019-001.**

B. Easement Vacation - Timber Trails Subdivision

BILL 3415: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI VACATING A 25-FOOT WATER MAIN EASEMENT WITHIN THE TIMBER TRAILS SUBDIVISION, LOCATED IN SECTION 17, TOWNSHIP 46 NORTH, RANGE 32 WEST IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the second reading of Bill 3415 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3415 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Pro Tem Barber announced the motion carried and declared Bill 3415 as **Raymore City Ordinance 2019-002**.

C. 29th Amendment to the Unified Development Code

BILL 3416: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING SECTION 445.030 OF THE UNIFIED DEVELOPMENT CODE."

City Clerk Jeanie Woerner conducted the second reading of Bill 3416 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3416 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Pro Tem Barber announced the motion carried and declared Bill 3416 as **Raymore City Ordinance 2019-003**.

D. Award of Contract - Recreation Park Pedestrian Bridge Replacement

BILL 3397: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TASCO, LLC. FOR THE RECREATION PARK PEDESTRIAN BRIDGE, CITY PROJECT NUMBER 18-293-201, IN THE AMOUNT OF \$49,000."

City Clerk Jeanie Woerner conducted the second reading of Bill 3397 by title only.

MOTION: By Councilmember Holman, second by Councilmember Kellogg to approve the second reading of Bill 3497 by title only.

DISCUSSION: Councilmember Abdelgawad asked for an explanation on the difference in the amount of the original bid and the amount of the award of contract and a description of the proposed bid as it compares to the existing bridge. She re-stated her concerns with the aesthetics of the proposed bridge.

Park Director Musteen stated the current design, installation, and improvements are a result of engineering testing of the sub-surface which resulted in the sub-surface being inadequate for the original proposed bridge. The original proposal became cost prohibitive. Staff reevaluated the project which resulted in a reduction in price from the original bid. Staff is conscious of preserving the natural setting as much as possible.

Discussion ensued.

VOTE:	Councilmember Abdelgawad	Nay
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Pro Tem Barber announced the motion carried and declared Bill 3497 as **Raymore City Ordinance 2019-004.**

E. Memorandum of Understanding - Variety KC

BILL 3417: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAYMORE, MISSOURI AND VARIETY KANSAS CITY IN THE AMOUNT OF \$135,000 FOR THE DESIGN AND CONSTRUCTION SERVICES FOR AN ALL-INCLUSIVE SPRAYGROUND AND PLAYGROUND AT T.B. HANNA STATION."

City Clerk Jeanie Woerner conducted the second reading of Bill 3417 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3417 by title only.

DISCUSSION: Councilmembers Berendzen, Barber and Holman passed on constituents pleasure with this project and thanked staff and the Park Board for this partnership.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Pro Tem Barber announced the motion carried and declared Bill 3417 as **Raymore City Ordinance 2019-005**.

F. Award of Contract - Michelle Biondo, Professional Grant Writing Services

BILL 3418: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF RAYMORE, MISSOURI AND MICHELLE BIONDO, PROFESSIONAL GRANT WRITER, FOR GRANT WRITING AND FUND DEVELOPMENT SERVICES."

City Clerk Jeanie Woerner conducted the second reading of Bill 3418 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3418 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Nay
	Councilmember Townsend	Aye

Mayor Pro Tem Barber announced the motion carried and declared Bill 3418 as **Raymore City Ordinance 2019-006**.

G. Award of Contract - City Facility Trash and Recycling Services

BILL 3419: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MUNICIPAL WASTE SERVICES, LLC. FOR THE CITY FACILITY TRASH AND RECYCLING SERVICES, CITY PROJECT NUMBER 19-001, IN THE AMOUNT OF \$4,260."

City Clerk Jeanie Woerner conducted the second reading of Bill 3419 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3419 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Pro Tem Barber announced the motion carried and declared Bill 3419 as **Raymore City Ordinance 2018-007**.

H. Award of Contract to the OATS Bus Service

BILL 3411: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PUBLIC SERVICE AGREEMENT WITH OATS, INC. FOR THE PROVISION OF TRANSPORTATION SERVICES TO RESIDENTS OF RAYMORE THAT ARE DISABLED AND/OR SIXTY YEARS OF AGE OR OLDER."

City Clerk Jeanie Woerner conducted the second reading of Bill 3411 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3411 by title only.

DISCUSSION: Councilmember Abdelgawad asked when this service and information will be made available.

City Manager Jim Feuerborn stated the service and information will begin tomorrow.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye

Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Townsend	Aye

Mayor Pro Tem Barber announced the motion carried and declared Bill 3411 as **Raymore City Ordinance 2019-008**.

10. New Business. First Readings.

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

Foxwood Village Shops TIF Plan

Mayor Pro Tem Barber opened the public hearing for the Foxwood Village Shops TIF Plan at 7:31 p.m. and asked for a staff report.

Economic Development Director Matt Tapp provided an overview of the progress on the Foxwood Village Shops TIF Plan as outlined in the staff report included in the Council packet.

Mayor Pro Tem Barber opened the floor for public comment and hearing none, closed the public hearing at 7:35 p.m.

Raymore Galleria TIF Plans

Mayor Pro Tem Barber opened the public hearing for the Raymore Galleria TIF Plans at 7:35 p.m. and asked for a staff report.

Economic Development Director Matt Tapp provided an overview of the progress on the Raymore Galleria TIF Plans as outlined in the staff report included in the Council packet.

Councilmember Holman noted that prior to the formation of this and the prior TIFs, development and tax revenues would have been minimum.

Mayor Pro Tem Barber opened the floor for public comment and hearing none, closed the public hearing at 7:39 p.m.

Highway 58 & Dean Avenue TIF Plan

Mayor Pro Tem Barber opened the public hearing for the Highway 58 & Dean Avenue TIF Plan at 7:39 p.m. and asked for a staff report.

Economic Development Director Matt Tapp provided an overview of the progress on the Highway 58 & Dean Avenue TIF Plan as outlined in the staff report included in the Council packet.

Mayor Pro Tem Barber opened the floor for public comment and hearing none, closed the public hearing at 7:41 p.m.

Good Ranch Redevelopment Area TIF Plan

Mayor Pro Tem Barber opened the public hearing for the Good Ranch Redevelopment area TIF Plan at 7:41 p.m. and asked for a staff report.

Economic Development Director Matt Tapp stated the Good Ranch Redevelopment area TIF Plan has been inactive since inception as outlined in the staff report included in the Council packet. Because there has been no activity in the 10-year window as outlined in RSMo., it requested that this TIF will be terminated as the next agenda item. He answered general questions on payment of all of the TIF plans.

Mayor Pro Tem Barber opened the floor for public comment and hearing none, closed the public hearing at 7:44 p.m.

B. Termination of the Good Ranch Tax Increment Financing Plan

BILL 3424: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI TERMINATING TAX INCREMENT FINANCING WITHIN THE GOOD RANCH REDEVELOPMENT AREA; DISSOLVING THE SPECIAL ALLOCATION FUND; AND AUTHORIZING CERTAIN ACTIONS."

City Clerk Jeanie Woerner conducted the first reading of Bill 3424 by title only.

Economic Development Director Matt Tapp provided a review of the staff report included in the Council packet. The Good Ranch TIF Redevelopment Plan was approved by the City Council on May 8, 2006. State law prohibits the approval of redevelopment projects inside any approved Plan after ten (10) years have passed since its approval. In order to establish a clear start for any new TIF Plan and associated redevelopment projects that may come forward in the future, staff recommends the original TIF Plan be officially terminated. Good Otis, developers of the Good Ranch are in agreement. He answered general questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3424 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye

Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Townsend	Aye

C. Reclassification of Zoning - Raymore Industrial Development (public hearing)

BILL 3400: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "BP" BUSINESS PARK DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 136.38 ACRE TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 29 AND PART OF THE NORTHEAST QUARTER OF SECTION 30 IN TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the first reading of Bill 3400 by title only.

Mayor Pro Tem Barber announced the public hearing remains open from the December 10, 2018 Council meeting and called for a staff report.

Director of Development Services Jim Cadoret stated discussions with the developer regarding development and financing options are ongoing and they are requesting a continuance until these items can be finalized. Staff is requesting the public hearing and application be continued to the February 25, 2019 meeting.

Mayor Pro Tem Barber opened the floor for public comment, none heard.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to continue the public hearing and action on Bill 3400 to the February 25, 2019 City Council meeting.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

D. Raymore Industrial Development Preliminary Plan (public hearing)

RESOLUTION 18-66: "A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE RAYMORE INDUSTRIAL DEVELOPMENT PRELIMINARY PLAN,

LOCATED IN THE WEST HALF OF SECTION 29 AND PART OF THE NORTHEAST QUARTER OF SECTION 30 IN TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

City Clerk Jeanie Woerner conducted the reading of Resolution 18-66 by title only.

Mayor Pro Tem Barber announced the public hearing remains open from the December 10, 2018 Council meeting and called for a staff report.

Director of Development Services Jim Cadoret stated as with the prior agenda item, discussions with the developer regarding development and financing options are ongoing and they are requesting a continuance until these items can be finalized. Staff is requesting the public hearing and application be continued to the February 25, 2019, meeting.

Mayor Pro Tem Barber opened the floor for public comment, none heard.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to continue the public hearing and action on Resolution 18-66 to the February 25, 2019 City Council meeting.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

E. Westbrook at Creekmoor Fifteenth Final Plat

BILL 3420: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI APPROVING THE FINAL PLAT FOR WESTBROOK AT CREEKMOOR FIFTEENTH PLAT LOTS 406 THROUGH 431 AND TRACT RR, LOCATED IN SECTION 4, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

City Clerk Jeanie Woerner conducted the first reading of Bill 3420 by title only.

Director of Development Services Jim Cadoret provided a review of the staff report included in the Council packet. Cooper Land Development Inc. is requesting approval of the Westbrook at Creekmoor Fifteenth Final Plat, a 26-lot single family subdivision located west of Creekmoor Drive and north of Rannoch Lane. At their December 18, 2018

meeting, the Planning and Zoning Commission voted 8-0 to accept the staff proposed findings of fact and forward to the City Council with a recommendation of approval.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3420 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

F. Budget Amendment Police Firing Range

BILL 3422: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2013 CAPITAL BUDGET."

City Clerk Jeanie Woerner conducted the first reading of Bill 3422 by title only.

City Manager Jim Feuerborn provided a review of the staff report included in the Council packet. The FY2013 Capital Improvement Project (CIP) Fund established and contained \$100,000 in funding for the police firing range. Improvements have continued since that time and \$46,842 in funding remains in that fund. This Bill authorizes moving the remaining balance from the capital fund to the restricted revenue fund for future expenses. He answered general questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3422 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

G. Budget Amendment Department Organization Charts

BILL 3423: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2019 OPERATING BUDGET."

City Clerk Jeanie Woerner conducted the first reading of Bill 3423 by title only.

City Manager Jim Feuerborn provided a review of the staff report included in the Council packet. As recently discussed with Council at work sessions, the Communications Director was recently promoted to Assistant City Manager and the City Manager created an Accountant position which eliminated the Assistant Finance Director position. This Bill authorizes updating the organizational charts and moves \$106,398 from the Communications budget to the Administration Department budget.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3423 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

H. Agreement with A Graphic Resource for printing and mailing services

BILL 3421: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH A GRAPHIC RESOURCE FOR PRINTING AND MAILING SERVICES FOR THE REVIEW."

City Clerk Jeanie Woerner conducted the first reading of Bill 3421 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. The current contract with A Graphic Resource for printing and mailing services expired on December 31, 2018. The agreement before Council is a three-year contract to provide the printing and mailing services for *The Review*.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3421 by title only.

DISCUSSION: Councilmember Holman congratulated the Communications Department for the content and appearance of *The Review*.

VOTE:	Councilmember Abdelgawad	Aye
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Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Townsend	Aye

11. Public Comments.

12. Mayor/Council Communication.

Mayor Pro Tem Barber and Councilmembers congratulated Park employees for receiving their certification; Assistant City Manager Mike Ekey on his promotion; and to Chief of Police Jan Zimmerman for her appointment to the SAFE program. They thanked Public Works employees for their work during the recent snow event.

Councilmember Burke thanked his constituents in Ward 2 for their patience with plowing during the recent snow event.

Mayor Pro Tem Barber thanked Mr. Tapp for his presentation on the TIF plans and passed along appreciation from a constituent for snow plowing.

Mike Ekey advised due to the recent snow event, dumpsters will be placed in the front parking lot at City Hall for collection of downed tree limbs for residents of the City.

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

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 8:12 p.m.

13. Adjournment.

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

VOTE: Councilmember Abdelgawad Aye

Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 8:37 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

RESOLUTION 19-05

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AND ACCEPTING A PORTION OF THE RECREATION PARK WIRELESS SYSTEM PROJECT."

WHEREAS, Alexander Open Systems completed the physical installation of hardware as part of the Recreation Park wireless system project; and

WHEREAS, the Contract specifies that funds be retained until satisfactory completion of a portion of the Recreation Park Wireless System Project; and

WHEREAS, the Manager, Information Systems has determined that this portion of the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. This portion of the Recreation Park Wireless System Project is accepted.

Section 2. The final payment in the amount of \$486.65 is approved.

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

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

DULY READ AND PASSED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 19-06

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND ACCEPTING THE 2018 SIDEWALK PROJECT / SIDEWALK GAP PROJECT."

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

WHEREAS, the Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The 2018 Sidewalk Project/ Sidewalk Gap Project is accepted.

Section 2. The final payment in the amount of \$312.24 for the Sidewalk Gap Project and \$4,070.50 for the Sidewalk Project is approved.

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

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

DULY READ AND PASSED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 14, 2019

SUBMITTED BY: Matthew Tapp

DEPARTMENT: Economic Development

<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 3424: Termination of The Good Ranch Tax Increment Financing (TIF) Plan

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Good Ranch Tax Increment Financing (TIF) Redevelopment Plan was approved by the City Council on May 8, 2006. No specific redevelopment projects have been submitted since the approval.

State law prohibits the approval of redevelopment projects inside any approved Plan after ten (10) years have passed since its approval. In order to establish a clear start for any new TIF Plan and associated redevelopment projects that may come forward in the future, staff recommends that the original TIF Plan be officially terminated.

Accordingly, Bill 3424 is included for your review.

BILL 3424

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, TERMINATING TAX INCREMENT FINANCING WITHIN THE GOOD RANCH REDEVELOPMENT AREA; DISSOLVING THE SPECIAL ALLOCATION FUND; AND AUTHORIZING CERTAIN ACTIONS.”

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “Act”), authorizes municipalities to undertake redevelopment projects in blighted or conservation areas, as defined in the Act; and

WHEREAS, on May 8, 2006, the City Council adopted Ordinance No. 26047 approving the City of Raymore, Missouri Good Ranch Redevelopment Area Tax Increment Financing Redevelopment Plan (the “Redevelopment Plan”) and designating the redevelopment area described in the Redevelopment Plan (the “Redevelopment Area”) as a “redevelopment area” under the Act; and

WHEREAS, the Act prohibits the approval of redevelopment projects in furtherance of a redevelopment plan after ten years have passed since the approval of such redevelopment plan; and

WHEREAS, no redevelopment project was approved within ten years of the approval of the Redevelopment Plan, which terminates the obligation of the City to reimburse any costs related to the Redevelopment Plan; and

WHEREAS, no payments in lieu of taxes or economic activity taxes (as defined in the Act) have been collected and deposited in the Special Allocation Fund (defined below); and

WHEREAS, the City Council hereby finds that no redevelopment project has been approved and adopted within the ten-year time period allowed by the Act, and, therefore, it is in the best interest of the City and the other affected taxing districts to terminate the Redevelopment Plan and the Redevelopment Area.

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

Section 1. The City Council hereby declares that no payments in lieu of taxes or economic activity taxes (as defined in the Act) have been collected and none are on deposit in the accounts of the Special Allocation Fund established for the Redevelopment Plan (the “Special Allocation Fund”).

Section 2. The City Council hereby terminates the Redevelopment Plan, the Redevelopment Area and the implementation of tax increment financing within the Redevelopment Area.

Section 3. The City Manager or other appropriate official is hereby directed to dissolve the Special Allocation Fund (to the extent related to the Redevelopment Plan).

Section 4. The City Manager is authorized to execute all documents and take such steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

Section 5. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones, unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6. This Ordinance shall take effect and be in full force from and after its passage and approval.

DULY READ THE FIRST TIME THIS 14TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 14, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3420: Westbrook at Creekmoor Fifteenth Final Plat

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: December 18, 2018
Action/Vote: Approval, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Cooper Land Development Inc. filed a request for final plat approval for Westbrook at Creekmoor Fifteenth Final Plat, a 26-lot single-family development proposed west of Creekmoor Drive and north of Rannoch Lane. The development agreement outlines the requirements of the developer in completion of this phase of the subdivision.

BILL 3420

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR WESTBROOK AT CREEKMOOR FIFTEENTH PLAT LOTS 406 THROUGH 431 AND TRACT RR, LOCATED IN SECTION 4, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

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

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

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

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

Section 2. That the subdivision known as Westbrook at Creekmoor Fifteenth Plat Lots 406 through 431 and Tract RR is approved for the tract of land described below:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 365, WESTBROOK AT CREEKMOOR TWELFTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE SOUTH 64°45'31" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 269.73 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CREEKMOOR DRIVE AS ESTABLISHED BY SAID PLAT; THENCE SOUTHWEST ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 11°41'53" WEST, A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 2°37'49", FOR AN ARC LENGTH OF 22.95 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 85°32'43", FOR AN ARC LENGTH OF 22.40 FEET; THENCE SOUTH 4°36'47" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 85°23'13" EAST, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 85°32'43", FOR AN ARC LENGTH OF 22.40 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 8°15'36", FOR AN ARC LENGTH OF 72.08 FEET TO THE NORTHEAST CORNER OF LOT 364, WESTBROOK AT CREEKMOOR THIRTEENTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE SOUTH 88°23'00" WEST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 129.75 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 4°56'19" EAST, ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 102.42 FEET TO THE NORTHWEST CORNER OF LOT 363 OF LAST SAID PLAT; THENCE SOUTH 17°37'48" EAST,

ALONG THE WEST LINE OF SAID LOT 363, A DISTANCE OF 115.51 FEET TO THE NORTHWEST CORNER OF LOT 362 OF SAID WESTBROOK AT CREEKMOOR TWELFTH PLAT; THENCE SOUTH 8°15'23" EAST, ALONG THE WEST LINE OF SAID LOT 362 AND LOT 361, A DISTANCE OF 178.44 FEET TO THE SOUTHWEST CORNER OF SAID LOT 361; THENCE SOUTH 83°28'51" WEST, ALONG THE NORTH LINE OF LOTS 359, 358, 357, 356 AND 355 OF SAID TWELFTH PLAT, A DISTANCE OF 391.24 FEET TO THE NORTHWEST CORNER OF SAID LOT 355; THENCE SOUTH 65°58'38" WEST, ALONG THE NORTHERLY LINE OF LOT 354 OF LAST SAID PLAT, A DISTANCE OF 87.27 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 8°30'32" EAST, ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 127.31 FEET TO THE SOUTHWEST CORNER THEREOF; SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF RANNOCH LANE AS ESTABLISHED BY SAID TWELFTH PLAT; THENCE SOUTHWEST, THIS AND SUBSEQUENT COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 68°06'11" WEST, A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 4°05'27", FOR AN ARC LENGTH OF 55.33 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 39°06'45", FOR AN ARC LENGTH OF 102.40 FEET TO A POINT OF TANGENCY; THENCE NORTH 76°52'32" WEST, A DISTANCE OF 6.03 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 76°52'32" WEST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HILLSWICK LANE AS ESTABLISHED BY SAID TWELFTH PLAT; THENCE SOUTH 13°07'28" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.48 FEET TO THE NORTHEAST CORNER OF LOT 353 OF LAST SAID PLAT; THENCE NORTH 76°52'32" WEST, ALONG THE NORTHERLY LINE OF SAID LOT AND ITS WESTERLY EXTENSION, A DISTANCE OF 179.44 FEET; THENCE NORTH 13°35'51" EAST, A DISTANCE OF 72.56 FEET; THENCE NORTH 22°37'42" EAST, A DISTANCE OF 236.50 FEET; THENCE NORTH 37°59'14" EAST, A DISTANCE OF 722.99 FEET; THENCE NORTH 72°34'55" EAST, A DISTANCE OF 126.37 FEET TO THE POINT OF BEGINNING CONTAINING 446,374 SQUARE FEET OR 10.247 ACRES, MORE OR LESS.

Section 3. The Development Agreement between the City of Raymore, Missouri, and Cooper Land Development, Inc., is approved and the Mayor is authorized to execute the contract on behalf of the City.

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

- Norwood Court and Hillswick Lane, at northeast corner
- Hillswick Lane and Creekmoor Drive, at southwest corner

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 14TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

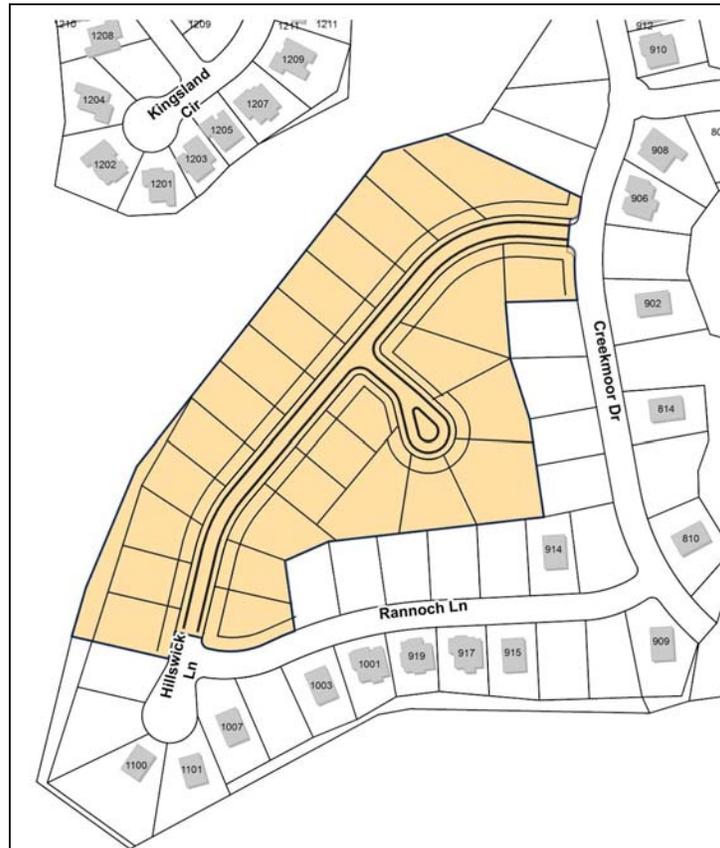


To: City Council
From: Planning and Zoning Commission
Date: January 14, 2019
Re: Case #18029 - Westbrook at Creekmoor 15th Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** Cooper Land Development, Inc.
903 N. 47th Street
Rogers, AR 72756

Property Location: Creekmoor Drive and Hillswick Lane



2016 Aerial Photograph:



Existing Zoning: “PUD” Planned Unit Development

Existing Surrounding Zoning: **North:** “PUD” Planned Unit Development
South: “PUD” Planned Unit Development
East: “PUD” Planned Unit Development
West: “PUD” Planned Unit Development

Existing Surrounding Uses: **North:** Single Family Residential, Golf Course
South: Single Family Residential, Golf Course
East: Single Family Residential, Golf Course
West: Golf Course; 18th Hole.

Total Tract Size: 10.27 acres

Total Number of Lots: 26 Lots; 1 Tract

Density – units per Acre: 2.54

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

Major Street Plan: The Major Thoroughfare Plan Map classifies Creekmoor Drive, Rannoch Lane, and proposed Hillswick Lane as local roads.

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for *Westbrook at Creekmoor Fifteenth Plat - Lots 406 thru 4431, and Tract*

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The Preliminary Plan and Memorandum of Understanding (MOU) for Creekmoor were approved by City Council on January 26, 2004.
2. The Westbrook at Creekmoor Fourteenth Plat was approved by the City of Raymore on June 25, 2018

ENGINEERING DIVISION COMMENTS

In its attached memorandum the Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

1. The current and proposed bulk and dimensional standards for the “PUD” Planned Unit Development Residential District zoning classification for the property is provided below:

Requirements	
Minimum Lot Area	
per lot	8,400 sq.ft.
per dwelling unit	8,400 sq.ft.
Minimum Lot Width (ft.)	70; 30 for cul-de-sac lots
Minimum Lot Depth (ft.)	100
Yards, Minimum (ft.)	

Front	25
rear	25
side corner	20
side	7.5
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	30

- In addition to the standard public improvements (street, storm and sanitary), intersection improvements including right-turn lane modifications will be installed at the north side of the MO-58 and Foxridge Drive intersection. These improvements will be accepted as part of all other public improvements.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

- is substantially the same as the approved preliminary plat;**

The proposed final plat, including street names and road alignments are substantially the same as the approved preliminary plat.

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

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

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

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

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	December 18, 2018	January 14, 2019	January 28, 2019

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #18029 Westbrook at Creekmoor Fifteenth Final Plat to the City Council with a recommendation of approval.

PLANNING COMMISSION RECOMMENDATION 12/18/2018

The Planning and Zoning Commission at its December 18, 2018 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #18029 Westbrook at Creekmoor Fifteenth Final Plat to the City Council with a recommendation of approval.

To: Planning and Zoning Commission

From: Department of Public Works

Date: December 13, 2018

RE: Westbrook 15 (Final Plat)

The Public Works and Engineering Department has reviewed the application for Westbrook 15, and offers the following comments:

Project Location: The development phase is located in Creekmoor along Creekmoor Drive, near the central area of the development.

Impacts on Transportation System(s): Access to the phase will be served by a connection to Creekmoor Drive. The current roadway network is sufficient for the development phase. Modifications will also be made to Foxridge Drive between Granada Drive and 58 Highway to provide a right turn lane for south bound traffic at 58 Highway.

Adequate Public Facilities:

Sanitary Sewer System - The project will be served by an existing gravity sewer that has manholes on each street in the phase.

Water System - The project is served by extending existing water mains. There is sufficient flow for the phase of the development.

Storm Water System/Water Quality - Stormwater will be collected onsite in the lake. The plans call for all water quality standards to be met.

Summary: The Public Works department has determined that the plans and specifications comply with the standards adopted by the City of Raymore with the above recommendations and that the existing facilities are of adequate size and capacity to support the proposed development.



Development Agreement

For

***Westbrook at Creekmoor Fifteenth Plat
Lots 406 thru 431, and Tract RR***

Legal Description Contained on Page 2 & 3

**Between Cooper Land Development, Inc., Grantor
and**

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

January 28, 2019

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS 28th day of January, 2019, by and between, **Cooper Land Development, Inc.** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Westbrook at Creekmoor Fifteenth Plat Lots 406 thru 431, and Tract RR** which is located in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Westbrook at Creekmoor Fifteenth Plat Lots 406 thru 431, and Tract RR:**

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 365, WESTBROOK AT CREEKMOOR TWELFTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE SOUTH 64°45'31" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 269.73 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CREEKMOOR DRIVE AS ESTABLISHED BY SAID PLAT; THENCE SOUTHWEST ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 11°41'53" WEST, A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 2°37'49", FOR AN ARC LENGTH OF 22.95 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 85°32'43", FOR AN ARC LENGTH OF 22.40 FEET; THENCE SOUTH 4°36'47" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 85°23'13" EAST, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 85°32'43", FOR AN ARC LENGTH OF 22.40 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 8°15'36", FOR AN ARC LENGTH OF 72.08 FEET TO THE NORTHEAST CORNER OF LOT 364, WESTBROOK AT CREEKMOOR THIRTEENTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE SOUTH 88°23'00" WEST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 129.75 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 4°56'19" EAST, ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 102.42 FEET TO THE NORTHWEST CORNER OF LOT 363 OF LAST SAID PLAT; THENCE SOUTH 17°37'48" EAST, ALONG THE WEST LINE OF SAID LOT 363, A DISTANCE OF 115.51 FEET TO THE NORTHWEST CORNER OF LOT 362 OF SAID WESTBROOK AT CREEKMOOR TWELFTH PLAT; THENCE SOUTH 8°15'23" EAST, ALONG THE WEST LINE OF SAID LOT 362 AND LOT 361, A DISTANCE OF 178.44 FEET TO THE SOUTHWEST CORNER OF SAID LOT 361; THENCE SOUTH 83°28'51" WEST, ALONG THE NORTH LINE OF LOTS 359, 358, 357, 356 AND 355 OF SAID TWELFTH PLAT, A DISTANCE OF 391.24 FEET TO THE NORTHWEST CORNER OF SAID LOT 355;

THENCE SOUTH 65°58'38" WEST, ALONG THE NORTHERLY LINE OF LOT 354 OF LAST SAID PLAT, A DISTANCE OF 87.27 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 8°30'32" EAST, ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 127.31 FEET TO THE SOUTHWEST CORNER THEREOF; SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF RANNOCH LANE AS ESTABLISHED BY SAID TWELFTH PLAT; THENCE SOUTHWEST, THIS AND SUBSEQUENT COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 68°06'11" WEST, A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 4°05'27", FOR AN ARC LENGTH OF 55.33 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 39°06'45", FOR AN ARC LENGTH OF 102.40 FEET TO A POINT OF TANGENCY; THENCE NORTH 76°52'32" WEST, A DISTANCE OF 6.03 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 76°52'32" WEST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HILLSWICK LANE AS ESTABLISHED BY SAID TWELFTH PLAT; THENCE SOUTH 13°07'28" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.48 FEET TO THE NORTHEAST CORNER OF LOT 353 OF LAST SAID PLAT; THENCE NORTH 76°52'32" WEST, ALONG THE NORTHERLY LINE OF SAID LOT AND ITS WESTERLY EXTENSION, A DISTANCE OF 179.44 FEET; THENCE NORTH 13°35'51" EAST, A DISTANCE OF 72.56 FEET; THENCE NORTH 22°37'42" EAST, A DISTANCE OF 236.50 FEET; THENCE NORTH 37°59'14" EAST, A DISTANCE OF 722.99 FEET; THENCE NORTH 72°34'55" EAST, A DISTANCE OF 126.37 FEET TO THE POINT OF BEGINNING CONTAINING 446,374 SQUARE FEET OR 10.247 ACRES, MORE OR LESS.

REQUIRED IMPROVEMENTS:

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

6. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.

FEES, BONDS & INSURANCE

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

ADDITIONAL REQUIREMENTS

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.
2. The Sub-divider agrees to design and construct the right-turn lane modifications at the intersection of Foxridge Drive and Foxwood Drive, and design and construct the median improvements along Foxridge Drive between Granada Drive and Foxwood Drive, as part of the installation of public improvements for ***Westbrook at Creekmoor Fifteenth Plat Lots 406 thru 431, and Tract RR.***
3. The Sub-divider agrees to establish a homeowners association or other similar mechanism approved by the City to perpetually maintain all open space, storm water detention areas, and vacant tracts within ***Westbrook at Creekmoor Fifteenth Plat Lots 406 thru 431, and Tract RR.***

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants herein shall run with the land described in this agreement and shall be binding and insure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.

5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assign and successors, in interest and title.

6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.

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

8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.

9. The Sub-divider and City acknowledge the Memorandum of Understanding for Creekmoor Subdivision, executed by both parties and approved by City Council on January 26, 2004, June 26, 2006, July 24, 2006, July 23, 2007, and July 27, 2015 remains in effect.

10. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

If to the Sub-divider, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

William H. Kennedy, III, Esq.
903 North 47th Street.
Rogers, AR 72756

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Westbrook at Creekmoor Fifteenth Plat Lots 406 thru 431, and Tract RR**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Westbrook at Creekmoor Fifteenth Plat Lots 406 thru 431, and Tract RR**.

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Kristofer P. Turnbow, Mayor

Attest:

Jean Woerner, City Clerk

Sub-divider – Signature

Printed Name

Sub-divider – Signature

Printed Name

Subscribed and sworn to me on this
the _____ day of _____ 20__
in the County of _____,
State of _____.

Stamp:

Notary Public: _____ My Commission Expires: _____

Attachment A

FEE CALCULATION FOR WESTBROOK AT CREEKMOOR FIFTEENTH PLAT

Total Cost for 'New' Public Improvements: \$481,559

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

1	Land Disturbance Permit Fee. [455.010B] 01-00-4170-0000 If fee paid prior to recording of plat, receipt # _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$500.00
2	Erosion Control Financial Security Deposit: Developer shall provide financial security for erosion control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash deposit to the City. [455.010F] 60-00-2811-0000 If deposit paid prior to recording of plat, receipt# _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$5,000.00
	Additional erosion control financial security (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (9.28 ac. total disturbed) If deposit paid prior to recording of plat, receipt# _____ If letter of credit submitted: financial institution: _____ renewal date of letter of credit: _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$4,280.00
3	Infrastructure Construction Plan Review Fee: An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1] 01-00-4182-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$4,815.59
4	Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] 01-00-4165-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$24,077.95
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre (10.247 acres) [Schedule of Fees and Charges] 01-00-4185-0000	\$92.22

TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT.....\$92.22
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT..... \$9,780.00
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS..... \$28,893.54

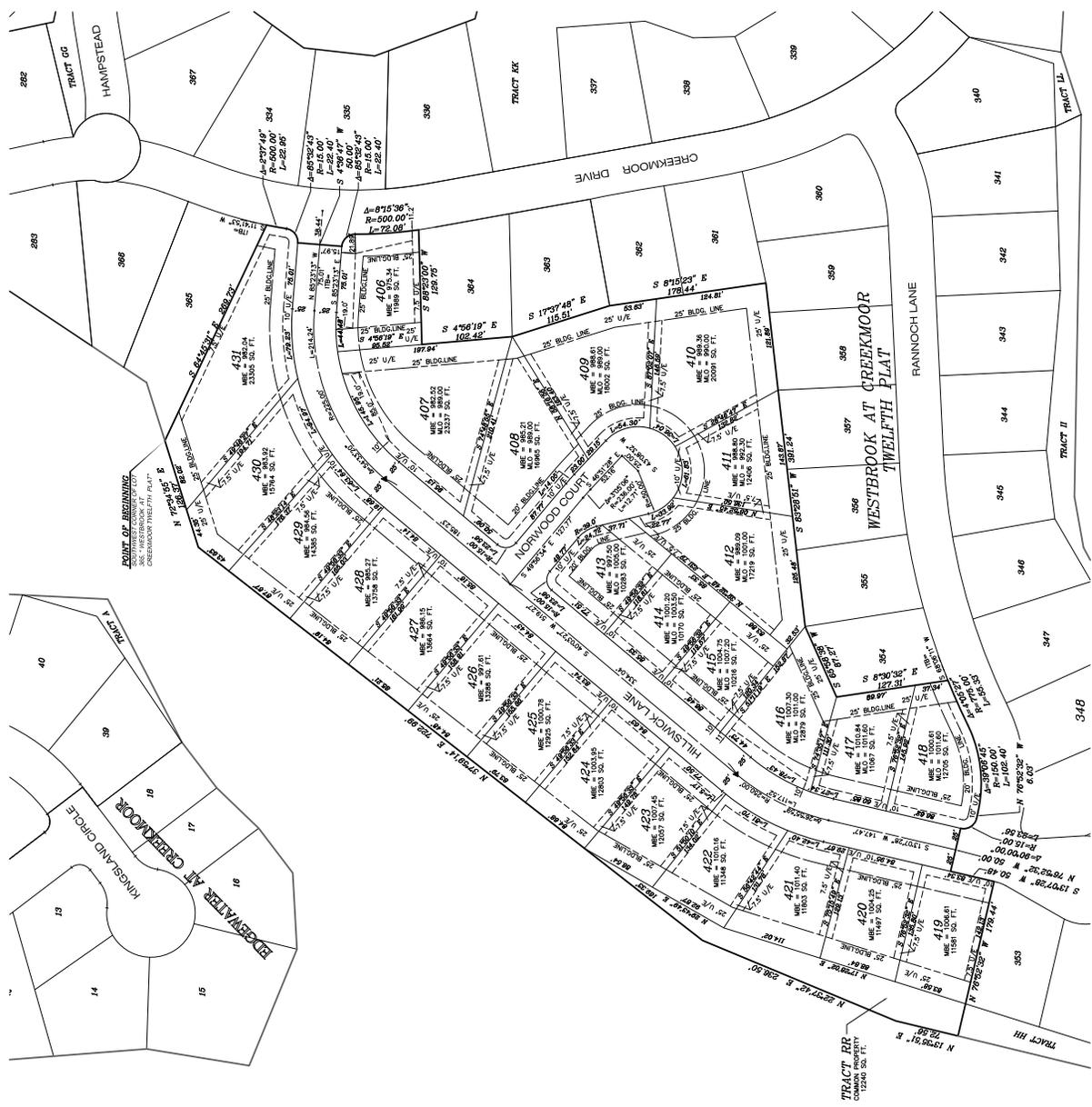


PHILIP J. HENSHAW, PLS. 2079
 MISSOURI SURVEYOR
 License No. 41576-TP
 Missouri State Surveyor
 Sheet 2

WESTBROOK AT CREEKMOOR- FIFTEENTH PLAT

FINAL PLAT

LOTS 406 THROUGH 431, AND TRACT RR
 A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI
 SECTION 4, TOWNSHIP 46 N, RANGE 32 W



LEGEND	
---	SETBACK LINE
---	UTILITY & DRAINAGE
---	EASEMENT
---	BOUNDARY
---	COMBINATION BLDG. SETBACK LINE & EASEMENT LINE

NOTES:
 1. THE FOLLOWING STANDARD MONUMENTATION WILL BE SET UPON COMPLETION OF CONSTRUCTION ACTIVITIES WITH THIS PLAT OR WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT, WHICHEVER IS EARLIER:
 1. 1/2" IRON BARS WITH PLASTIC CAP STAMPED "ASC" ALS 7/62 ALS 3" SET AT ALL REAR LOT CORNERS AND OTHER POINTS MARKED "Y" ON THIS PLAT.
 2. 1/2" IRON BARS WITH ALUMINUM CAP STAMPED "ASC" ALS 7/62 ALS 2" SET AT CORNERS MARKED "A" ON THIS PLAT.
 3. CURB NOTCHES:
 3.1. THE NOTCHES SHALL BE LOCATED AT THE PROLONGATION OF THE INTERIOR SIDE LOT LINES.
 3.2. THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "Y" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAPS NO. 2007C0008F, REVERSED JANUARY 2, 2013 AND NO. 2007C0008F, REVERSED JANUARY 2, 2013 AND FURTHER REVISED BY THE LOWRY ON AUGUST 23, 2017, CASE NO. 17407-0189A.
 4. THE ABBREVIATION "MBE" SHOWN HEREON DENOTES MINIMUM BASEMENT ELEVATION.
 5. THE ABBREVIATION "MLO" SHOWN HEREON DENOTES MINIMUM LOW OPENING ELEVATION.

SURVEYOR'S CERTIFICATION:
 I, PHILIP J. HENSHAW, A LICENSED SURVEYOR OF THE STATE OF MISSOURI, HEREBY CERTIFY THAT I AM THE SURVEYOR OF THIS PLAT AND THAT I AM A MEMBER IN GOOD STANDING OF THE MISSOURI BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL SURVEYORS. I HAVE READ AND UNDERSTAND THE ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS, AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

4-44-32
 18-06-41576-TP
 Missouri State Surveyor
 Sheet 2



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 14, 2019

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

TITLE / ISSUE / REQUEST

Bill 3422: Budget Amendment - Police Firing Range

STRATEGIC PLAN GOAL/STRATEGY

4.3.3: Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted: \$46,842
Funding Source/Account#: Capital Imp Fund 45 to Restricted Revenue Fund 04

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In FY2013, the police firing range was budgeted in the Capital Improvement Fund (45). Rent and improvements for the firing range are expensed as incurred each year. Staff desires to move the balance of this project to the Restricted Revenue Fund (04) for all future expenses.

BILL 3422

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2013 CAPITAL BUDGET.”

WHEREAS, the Police Firing Range was budgeted in the Capital Improvement Fund (45) at \$100,000 in FY 2013; and

WHEREAS, it is desired to move the remaining balance of \$46,842 from the Capital Improvement Fund and into the Restricted Revenue Fund (04) for all future firing range capital and leasing expenses; and

WHEREAS, staff recommends amending the FY 2013 Capital Budget.

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

Section 1. The City Manager is directed to move the remaining Firing Range balance of \$46,842 in the FY2013 Capital Improvement Budget (45) to the Restricted Revenue Fund (04).

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 14, 2019

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

TITLE / ISSUE / REQUEST

BILL 3423: Budget Amendment - Department Organization Charts

STRATEGIC PLAN GOAL/STRATEGY

4.2.2 Strengthen our environment of placing a priority on retaining employees

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted: \$106,398
Funding Source/Account#: Move from Communications (12) to Administration (01)

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

Exhibit A - replacement organizational charts

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City Manager recommended the promotion of the Communications Director to the Assistant City Manager so it is necessary to move the expenses associated with that position to the Administration Department and remove the Communications Director position from the chart.

The City Manager hired an Accountant in the Finance Department so it is necessary to add the Accountant position to the chart and remove the Assistant Finance Director position.

BILL 3423

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2019 OPERATING BUDGET.”

WHEREAS, the Fiscal Year 2019 operating budget was adopted by the Raymore City Council and contains organizational charts and FTE (Full Time Equivalent) listings throughout; and

WHEREAS, during 2019 the City Manager created a new organizational structure for City personnel and departments that included an Assistant City Manager and an Accountant; and

WHEREAS, the City Manager recommended the elimination of the 1.0 FTE for the Assistant Finance Director and the elimination of the 1.0 FTE for the Communications Director in the Communications Department; and

WHEREAS, staff recommends reallocation of the remaining Communications Director salary and benefits to the Administration Department; and

WHEREAS, Exhibit A includes the replacement organizational charts for Administration, Communications and Finance and it is necessary to approve an amendment to each of these pages of the budget document.

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

Section 1. The City of Raymore Fiscal Year 2019 Operating Budget is amended as follows:

<u>Expenditures</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
General Fund - Administration (01-01)	\$1,047,981	\$1,154,379	\$106,398
General Fund - Communications (01-12)	\$302,946	\$196,548	\$(106,398)

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

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

ADMINISTRATION

By Category

	2015-16 Actual	2016-17 Actual	2017-18 Council Adopted	2017-18 Council As Amended	2017-18 Projected	2018-19 Department Requested	2018-19 C.M. Proposed	2018-19 Council Adopted
Personnel	738,257	605,372	631,212	631,212	616,938	651,501	651,501	765,899
Commodities	25,586	11,595	15,778	15,778	25,285	12,728	12,728	12,728
Maintenance and Repairs	2,344	2,743	2,500	2,500	2,340	2,500	2,500	2,500
Utilities	0	0	0	0	0	0	0	0
Contractual	386,424	374,364	323,307	323,307	316,393	333,721	333,721	348,721
Capital Outlay	0	0	5,000	5,000	5,000	0	0	0
Debt Service	6,346	0	0	0	0	0	0	0
Transfers/Miscellaneous	26,160	19,160	26,145	126,145	126,145	24,531	24,531	24,531
Total	1,185,116	1,013,233	1,003,942	1,103,942	1,092,101	1,024,981	1,024,981	1,154,379

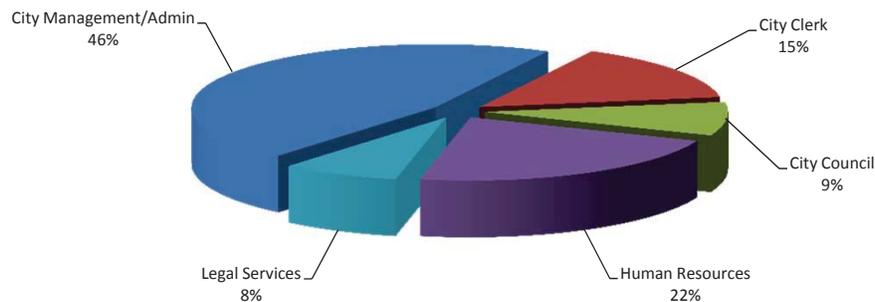
Position Control Roster

	2016-17 Actual	2017-18 Actual	2018-19 Adopted
City Manager	1.00	1.00	1.00
Assistant City Manager	0.00	0.00	1.00
City Clerk	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00
Manager, Human Resources	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00
Office Assistant	1.00	1.00	1.00
Total FTE	6.00	6.00	7.00

By Program

	2018-19 Adopted
City Management/Admin	537,057
City Clerk	171,118
City Council	99,324
Human Resources	256,880
Legal Services	90,000
Total	1,154,379

Program as a Percentage of the Department Budget



COMMUNICATIONS

By Category

	2015-16 Actual	2016-17 Actual	2017-18 Council Adopted	2017-18 Council As Amended	2017-18 Projected	2018-19 Department Requested	2018-19 C.M. Proposed	2018-19 Council Adopted
Personnel	0	145,705	199,168	199,168	190,684	201,046	201,046	94,648
Commodities	0	7,924	6,500	6,500	5,000	6,500	6,500	6,500
Maintenance and Repairs	0	0	0	0	0	0	0	0
Utilities	0	0	0	0	0	0	0	0
Contractual	0	30,934	92,100	92,100	92,100	93,400	93,400	95,400
Capital Outlay	0	0	20,000	20,000	20,000	0	0	0
Debt Service	0	0	0	0	0	0	0	0
Transfers/Miscellaneous	0	0	0	0	0	0	0	0
Total	0	184,563	317,768	317,768	307,784	300,946	300,946	196,548

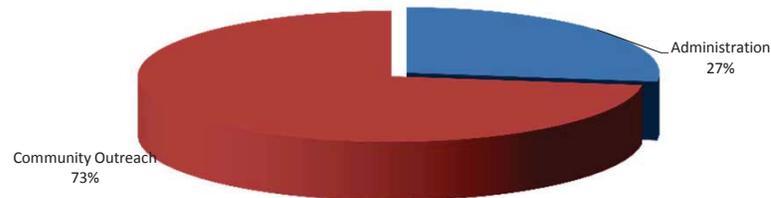
Position Control Roster

	2016-17 Actual	2017-18 Actual	2018-19 Adopted
Communications Director	1.00	1.00	0.00
Communications Specialist	1.00	1.00	1.00
Total FTE	2.00	2.00	1.00

By Program

	2018-19 Adopted
Administration	53,369
Community Outreach	143,179
Total	196,548

Program as a Percentage of the Department Budget



FINANCE

By Category

	2015-16 Actual	2016-17 Actual	2017-18 Council Adopted	2017-18 Council As Amended	2017-18 Projected	2018-19 Department Requested	2018-19 C.M. Proposed	2018-19 Council Adopted
Personnel	400,662	428,483	448,763	448,763	441,610	458,411	458,411	458,411
Commodities	9,335	7,998	11,542	11,542	10,589	11,886	11,886	11,886
Maintenance and Repairs	4,188	6,624	7,142	7,142	7,142	5,207	5,207	5,207
Utilities	0	0	0	0	0	0	0	0
Contractual	145,250	144,909	169,123	169,123	157,897	150,062	150,062	150,062
Capital Outlay	5,023	3,127	0	0	0	0	0	0
Debt Service	0	0	0	0	0	0	0	0
Transfers/Miscellaneous	0	0	0	0	0	0	0	0
Total	564,458	591,142	636,570	636,570	617,238	625,566	625,566	625,566

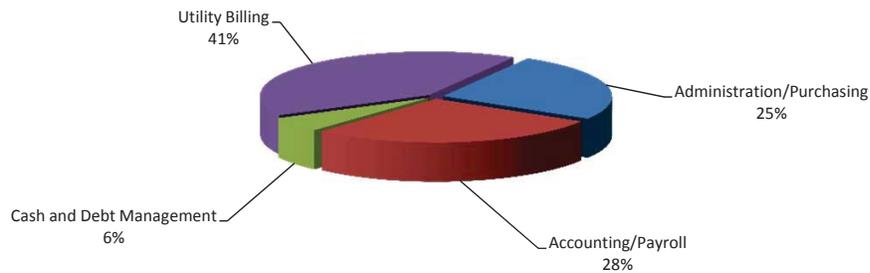
Position Control Roster

	2016-17 Actual	2017-18 Actual	2018-19 Adopted
Director, Finance	1.00	1.00	1.00
Assistant Director, Finance	1.00	1.00	0.00
Accountant	0.00	0.00	1.00
Payroll & Purchasing Specialist	1.00	1.00	1.00
Accounting Technician	1.00	1.00	1.00
Utility Billing Technician	1.00	1.00	1.00
Total FTE	5.00	5.00	5.00

By Program

	2018-19 Adopted
Administration/Purchasing	158,231
Accounting/Payroll	176,172
Cash and Debt Management	34,763
Utility Billing	256,400
Total	625,566

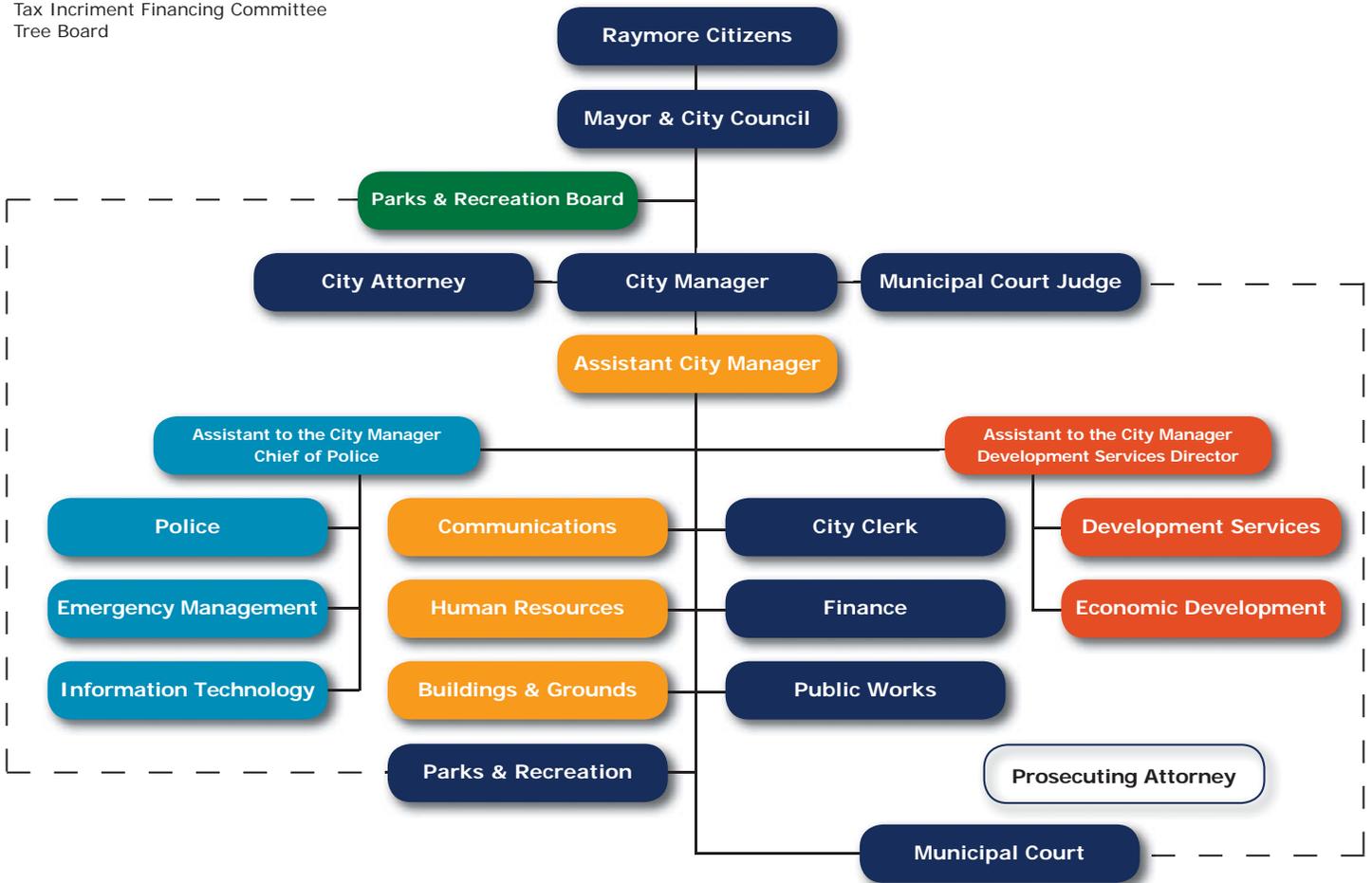
Program as a Percentage of the Department Budget



Volunteer Boards & Commissions

- Arts Commission
- Board of Appeals
- Board of Zoning Adjustment
- License Tax Review Committee
- Planning & Zoning Commission
- Tax Increment Financing Committee
- Tree Board

City of Raymore



Position Control Roster

By Department and Fund	2016-17 Actual	2017-18 Actual	2018-19 C.M. Adopted	Variance FY19 vs FY18
Administration ⁴	6.00	6.00	7.00	1.00
Information Technology	2.00	2.00	2.00	-
Economic Development	1.00	1.00	1.00	-
Development Services	7.00	7.00	7.00	-
Engineering	3.97	3.97	3.97	-
Streets ¹	3.46	3.61	3.61	-
Stormwater ^{1,2}	3.25	3.40	3.65	0.25
Building & Grounds ²	2.15	2.15	2.40	0.25
Court ³	2.10	2.10	1.60	(0.50)
Finance	5.00	5.00	5.00	-
Communications ^{1,4}	2.00	2.00	1.00	(1.00)
Prosecuting Attorney	-	-	-	-
Police	43.50	43.50	43.50	-
Emergency Management	1.00	1.00	1.00	-
Total All Positions				
General Fund	82.43	82.73	82.73	-
Parks ²	5.82	6.07	6.55	0.48
Recreation ²	3.68	3.93	3.95	0.02
Total All Positions				
Park Fund **	9.50	10.00	10.50	0.50
Water ¹	6.09	6.44	6.44	-
Sewer ¹	6.09	6.44	6.44	-
Total All Positions				
Enterprise Fund	12.18	12.88	12.88	-
Total All Positions	104.11	105.61	106.11	0.50

See department section for full department roster

¹ FY18 Expansion request to add an additional FTE to be split with: Streets (.15), Storm Water (.15), Water (.35), and Sewer (.35)

² FY19 FTE was added the opening of Centerview, the Activity Center, and soon Hawk Ridge Park needing to be kept in first class condition along with City Hall, split 0.25 with Buildings & Grounds, 0.25 Stormwater, 0.50 Parks

³ FY19 During the fiscal year, the full-time position was vacated, reviewed and determined that it should be replaced with a part-time position

⁴ FY19 During the fiscal year, the Communications Director was promoted to the Assistant City Manager

City of Raymore

Fiscal Year 2018-19 Adopted Salary Range Chart

Range	Minimum	Midpoint	Maximum		Title
1	\$13.42	\$16.35	\$19.92	Hourly	Office Assistant*** Assistant Building Technician
2	\$14.14	\$17.23	\$20.99	Hourly	Meter Reader
3	\$14.86	\$18.10	\$21.32	Hourly	Building Maintenance Technician Municipal Court Clerk Parks Maintenance Worker I Police Records Clerk Public Works Maintenance Worker I
4	\$15.58	\$18.98	\$23.13	Hourly	Permit Technician Accounting Technician
5	\$16.30	\$19.86	\$24.20	Hourly	Parks Maintenance Worker II Public Works Maintenance Worker II
6	\$17.03	\$20.75	\$25.28	Hourly	Utility Billing Technician
7	\$17.74	\$21.62	\$26.34	Hourly	Administrative Assistant Animal Control Officer Communications Officer** Property & Evidence Technician
8	\$18.46	\$22.50	\$27.41	Hourly	Code Enforcement Officer Crew Leader, Parks Maintenance Crew Leader, Public Works
9	\$19.18	\$23.37	\$28.48	Hourly	Crew Supervisor Deputy City Clerk
10	\$19.91	\$24.26	\$29.56	Hourly	Payroll & Purchasing Specialist
11	\$20.62	\$25.13	\$31.38	Hourly	Building Inspector Engineering Technician Storm Water Specialist Network Technician Recreation Coordinator Athletic Coordinator Graphic Design Assistant*** Police Officer

Range	Minimum	Midpoint	Maximum		Title
12	\$21.36	\$26.02	\$32.50	Hourly	Police Detective Public Works Field Supervisor Master Police Officer*
13	\$22.09	\$26.91	\$33.61	Hourly	GIS Coordinator Chief Communications Officer
14	\$1,888.71	\$2,301.21	\$2,873.90	Bi-Weekly	City Clerk Accountant Emergency Management Director Municipal Court Administrator Communications Specialist Associate Planner
15	\$24.60	\$29.98	\$37.44	Hourly	Police Sergeant *
16	\$2,083.69	\$2,538.78	\$3,170.59	Bi-Weekly	Building Official City Planner
17	\$2,199.18	\$2,679.49	\$3,346.31	Bi-Weekly	Police Lieutenant Superintendent, Parks Operations Recreation Superintendent
18	\$2,430.07	\$2,960.81	\$3,697.64	Bi-Weekly	Assistant Director, PW - Operations Manager, Human Resources Manager, Information Systems Manager, Communications
19	\$2,545.56	\$3,101.52	\$3,873.37	Bi-Weekly	Assistant Director, PW - Engineering Economic Development Director Police Captain
20	\$2,949.68	\$3,683.75	\$4,600.50	Bi-Weekly	Director, Development Services Director, Finance Director, Parks & Recreation
21	\$3,180.57	\$4,071.40	\$4,960.61	Bi-Weekly	Chief of Police Director, Public Works & Engineering
22	\$3,411.51	\$4,260.50	\$5,320.79	Bi-Weekly	Assistant City Manager
Notes					
Annual salaries are based on 2080 per year at straight time unless otherwise noted.					
*Position works 2184 hours per year at straight time.					
***Part-Time position					



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 14, 2019

SUBMITTED BY: Mike Ekey

DEPARTMENT: Communications

<input 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

An Agreement with AGR to provide printing and mailing services (The Review)

STRATEGIC PLAN GOAL/STRATEGY

1.3.1 Communicate with residents in a way that is purposeful and expected

FINANCIAL IMPACT

Award To:	A Graphic Resource (AGR)
Amount of Request/Contract:	\$6,027 per issue, three issues a fiscal year
Amount Budgeted:	\$20,000
Funding Source/Account#:	Communications: 01-12-7315-1110 / 01-12-6190-1110

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Jan 2019	Dec 2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid Documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Communications Department publishes The Review and Parks & Recreation Guide three times a year. This magazine includes news stories, program updates and a calendar of events from both the City and Parks & Recreation. The City currently holds a contract with A Graphic Resource (AGR) for printing and mailing services. That contract expired on Dec. 31, 2018.

In December, staff received bids for the printing and mailing services for The Review. The bids for printing The Review three times a year for three years were presented as:

A Graphic Resource	\$54,243	(\$6,027 /issue)
Next Page, Inc.	\$68,400	(\$7,600 /issue)
Control Printing Group	\$96,732	(\$10,748 /issue)
Neal/Settle Printing	\$105,300	(\$11,700 /issue)

Staff recommends continuing with AGR as they were the lowest and best bidder.

BILL 3421

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH A GRAPHIC RESOURCE FOR PRINTING AND MAILING SERVICES FOR THE REVIEW.”

WHEREAS, the City Council has determined it advisable to print and deliver The Review and Parks & Recreation Guide; and

WHEREAS, the FY 2019 Budget includes an amount of \$20,000 for this agreement; and

WHEREAS, City staff, following review of proposals received, has recommended to the Council acceptance of the proposal received from A Graphic Resource.

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

Section 1. The City Manager is authorized to enter into an agreement with A Graphic Resource to print and deliver The Review and Parks & Recreation Guide.

Section 2. The City Manager and City Clerk are authorized to execute an agreement attached as Exhibit A.

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristopher P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

RAYMORE REVIEW PRINTING SERVICES

Agreement made this 29 day of January, 2019, between A Graphic Resource, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 8050 Watson Rd., Suite 290, St. Louis, MO 63119, 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 Jan. 29, 2019, 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 19-002 and the General Terms and Conditions in Appendix B, 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 and the Scope of Services attached as Appendix A, including insurance and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform Raymore Review printing services as prescribed in the RFP document. This contract is for services provided in a one-year period beginning January 1, 2019 and ending January 31st, 2020. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with an invoice upon completion of each project. Payment will constitute full and complete payment as per individual invoice. 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.

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

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

ARTICLE V 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, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

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 VI RESPONSIBILITIES

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

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

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

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

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

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

ARTICLE VII 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 e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

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

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

ARTICLE VIII ARBITRATION

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

ARTICLE IX WARRANTY

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

ARTICLE X 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 XI
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

A GRAPHIC RESOURCE INC.

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES

1. INTRODUCTION/DESCRIPTION OF SERVICES:

The City of Raymore desires to have an exclusive agreement with a single vendor to provide printing and mailing services for the City of Raymore's *Raymore Review* publications. Staff anticipates the resulting contract to be a one-year contract with an option to extend for two additional one-year terms.

The City is a high-growth Kansas City suburban community with a population of 21,165. The current procedure is for the printer to handle the mailing of the Review via flat rate bulk mailing at the Raymore Post Office for all residents in the 64083 zip code. The printer includes the exact cost for postage on the invoice, which is added to the bid price for printing the publication.

The City is open to exploring other distribution options, should they be financially attractive and still allow for reaching the majority of City residents. Alternate suggestions should be submitted with the sealed bids on separate pages for negotiation with the successful bidder.

2. ANTICIPATED SCOPE OF SERVICES:

The Product. The seasonal Raymore Review is a glossy magazine-style publication created by the Communications Department at the City of Raymore. Specifications for the Raymore Review are anticipated to be as follows:

- 11 x 17 inch folded, stapled at the seam, for a finished product that is an 8 ½ x 11 inch booklet.
- 20 sheets which are double sided. - 40 total pages approximately
- Full-color, .25-inch bleed, 80lb gloss
- The number of booklets to be printed is roughly 10,000 through the first year of the contract, and the number to be mailed is approximately 9,750. The bulk mailing sent to the post office includes all 12 routes plus post office boxes, all mostly within the 64083 zip code. It is recommended the successful printer call the post office ahead of project delivery to confirm route quantities. Adjustments will need to be made throughout the term of the contract to continue to meet our growing residential numbers.

Note: The City is open to ideas for alternatives that will improve the quality without exceeding approved budgets. Alternatives may be added with cost estimates as a part of this bid process.

Printing Schedule. The seasonal guides are to be mailed to residents three (3) times per year. The following estimated delivery schedule shall apply, with the **PRINTER** receiving the **CITY's** electronic files for printing roughly 10 calendar days before publication:

ISSUE SEASON	File Delivery to the Printer by	Final Proof Hard-Copy By	Publication MAILED By
Winter	Dec 15	End of Dec	Jan. 1
Summer	April 15	End of April	May 1
Fall	August 15	End of August	September 1

Printer Responsibilities. The **PRINTER** will print the brochure only after the **CITY**, via the Communications Director, has approved the final hard-copy proofs. The **PRINTER** will provide for, at its own cost, delivery and return-delivery (if necessary) of paper proofs if a local representative isn't available to deliver and receive proofs in-person at Raymore City Hall. The **PRINTER** will print all copies of each project and prepare them for mailing through a bulk mailing at the Raymore Post Office. The **PRINTER** shall be responsible for obtaining post office mailing tubs and other mailing information necessary to perform the bulk mailing. The **PRINTER** will provide a check for postage made payable to the postmaster and will include a charge for postage paid on the seasonal invoice. The **PRINTER** will deliver the additional booklets to City Hall, 100 Municipal Circle, Raymore.

City Responsibilities. The **CITY** will provide electronic files (PDFs and native files with artwork) for the Raymore Review to the **PRINTER's** FTP site, or similar large-capacity file uploading online site. The **CITY** uses InDesign. Should the **CITY** deem any revisions necessary when proofing the hard-copy proofs, the **CITY** will make those corrections and resend a revised file to the **PRINTER**.

3. ADDITIONAL BIDDING INFORMATION

3.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-002

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of January, 2019. This contract is for services provided in a one-year period beginning February 1, 2019 and ending January 31, 2020. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. *Hold Harmless Clause*

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

D. *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.

E. *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 25 for Cass County, Missouri, USA.

F. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

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

G. *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.

H. *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.

I. *Severability*

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

J. *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.

K. *Drug/Crime Free Work Place*

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

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

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

L. *Inspection*

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

M. *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.

N. *Permits/Certificates*

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

P. *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.

Q. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed.

All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

R. Affidavit of Work Authorization and Documentation

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

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

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

PROPOSAL FORM A
RFP 19-002

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: A Graphic Resource Inc.

ADDRESS: 8050 Watson Rd Suite 290
Street

ADDRESS: St. Louis MO 63119
City State Zip

PHONE: 314 - 729 - 1600

E-MAIL: bob@agraphicsresourceinc.com

DATE: 12/3/2018 Robert A. Drewes Vice President
(Month-Day-Year) Signature of Officer/Title

DATE: 12/3/2018 Donna C. Drewes, Pres & CEO
(Month-Day-Year) Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 19-002

CONTRACTOR DISCLOSURES

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

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No 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 same.

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

REFERENCES OF OTHER RECREATION MAGAZINES PRODUCED BY AGR

Mike Ekey
City of Raymore (2015 – 2018)
9,750 5/8/2018

Chris Atkinson
City of St. Charles Parks & Recreation
1900 Randolph St.
St. Charles, MO 63301
636-949-3372
chris.atkinson@stcharlesparks.com
Parks and Recreation Guide 22,500 11/6/2018

Courtney O'Donnell
City of Chesterfield Parks and Recreation
690 Chesterfield Parkway W
Chesterfield, MO 63107
636-537-4000
codonnell@chesterfield.mo.us
Parks and Recreation Guide 22,500 11/21/2018

Beth Knapp
City of Richmond Heights
8001 Dale Ave
Richmond Heights, MO 63117
(314) 655-3653
bknapp@richmondheights.org
Parks and Recreation Guide 19,500 12/5/2018

Laura Thal
City of Kirkwood
111 South Geyer Rd
Kirkwood, MO 63122
(314) 822-5862
THALLK@kirkwoodmo.org
Parks and Recreation Guide 12,500 8/9/2018



8050 Watson Road Suite 290
St. Louis, Missouri 63116 314-729-1600
Commercial and Digital Printing, Books,
Promotional Items and Apparel

PROPOSAL FORM C
 RFP 19-002

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

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

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

See Attached

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	
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	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business:

Sept 1989 (29 years)

State the current number of personnel on staff:

5

PROPOSAL FORM D

RFP 19-002

Proposal of A Graphic Resource Inc., organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as 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. 19-002 – Raymore Review Printing Services.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) NA, 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 – RFP 19-002

Raymore Review Printing Services

Single Season Publication printing:

2019	2020	2021
\$ <u>6,027⁰⁰</u> + paper increases	\$ <u>6,027⁰⁰</u> + paper increases	\$ <u>6,027⁰⁰</u> + paper increase

Additional (optional) Services:

Insertion of clip art/photos/graphics per item \$ 10⁰⁰

Price per hour for corrections made after final proof approval \$ 80⁰⁰

Reduce Raymore Review 4 pages (four-color process) 36(Pgs) ^{increases} + \$ 214⁰⁰ additional (#6,241.00)

Add Raymore Review 4 pages (four-color process) 44(Pgs) + \$ 1,313⁰⁰ additional (#7,340⁰⁰)

If you go to 8 pages (four color process) 48 (Pgs) + \$ 901⁰⁰ additional (#6,928⁰⁰)

Comments/Amendments to scope of services:

Art Connections to files - would need packaged file (ie Indesign CS6) PC
so we can work with files - we can discuss.



A Graphic Resource Inc.

Printing Professionals

Serving the Printing Industry
Since 1989

8050 Watson Road Suite 290
(Ph) 314-729-1600
800-500-4110
Fax: 314-729-1616

QUOTE CONFIRMATION

DATE: 11/28/18

QUOTE NO: 1128-1

SUBMITTED BY: Marv Schaefer

JOB #

FOR: City of Raymore
100 Municipal Circle
Raymore, MO 64083

ATTN: Mike Ekey

Description: Raymore Review

Quantity: 10,000

0% Overs / 0% Unders

Size: 8.5 X 10.875 plus bleeds

Stock: 80# gloss text

Pages: 36, 40, 44 or 48 pages, self-cover

Artwork: Pdf furnished

Proofs: Digital

Presswork: 4 color process throughout

Bindery: Stitch and trim, 10.875" way

Shipping: FOB 64083

Lettershop: Mail as Postal Patron to 12 designated carrier routes (PO Boxes included) as specified by City of Raymore.

Price: 36 pages - \$6,241.00 44 pages - \$7,340.00
40 pages - \$6,027.00 48 pages - \$6,928.00

Please note that due to press configuration, 40 pages is less expensive than 36 pages and 48 pages is less than 44 pages.

By signing below Customer confirms that this Quote constitutes CUSTOMER'S OFFER to enter into an agreement with AGR to fill this order based upon the terms stated herein including those on the reverse side. *NO AGREEMENT WILL BE BINDING UPON THE PARTIES UNLESS AGR SIGNS BELOW EVIDENCING ITS ACCEPTANCE. AGR'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREIN.* Prices based upon current paper cost, availability and freight costs – both are subject to review.

OFFER BY CUSTOMER:

ACCEPTANCE BY AGR:

By: _____
Authorized Representative and Title

By: _____
Authorized Representative and Title

Date of Offer: _____

Date of Acceptance: _____

AFFIDAVIT

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

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

BEFORE ME, the undersigned authority, personally appeared

Robert A Drewes, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Robert A Drewes

Company: A Graphic Resource Inc

Address: 8050 Watson Rd Suite 290 St. Louis MO 63119

- 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 # 19-002.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor's enrollment and

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

A Graphic Resource Inc

Company Name

Robert A Drewes

Signature

Name: Robert A Drewes

Title: Vice President

STATE OF Missouri COUNTY OF St. Louis

Subscribed and sworn to before me this 4th day of December, 2018.

Notary Public: [Signature]



KERRY L. MOORE
My Commission Expires
June 2, 2022
Jefferson County
Commission #14738611

My Commission Expires: 6/2/22

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: 518363

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 A Graphic Resource Inc.	
Robert Drewes	
Name (Please Type or Print)	Title
Electronically Signed	03/09/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	03/09/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	A Graphic Resource Inc.
Company Facility Address:	8050 Watson Road
	Suite 290
	Saint Louis, MO 63119
Company Alternate Address:	
County or Parish:	SAINT LOUIS
Employer Identification Number:	431522966

New Business



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: 1/28/19

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Emergency Management

- | | | | |
|---|-------------------------------------|---------------------------------------|---|
| <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 3425: Mobile Communications/Command Post Vehicle

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.1: Set the standard for a safe and secure community.

FINANCIAL IMPACT

Award To:	LDV Inc.
Amount of Request/Contract:	\$440,829
Amount Budgeted:	\$500,000
Funding Source/Account#:	45-00-8480-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 2019	December 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Final Communications/Command Post Drawings
2. Final Detailed Specifications for Vehicle
3. GSA contract employed by LDV Inc.

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

As a fast-growing community, the City of Raymore must be able to respond to all types of critical incidents and emergencies throughout our jurisdiction. Additionally, the City needs the capability to assist neighboring jurisdictions should they be affected by a disaster or emergency. The current mobile communications trailer is not able to meet the needs should a critical incident occur.

Upon approval of the Raymore City Council and the allocation of funds, the staff formed a workgroup to research the feasibility and costs associated with purchasing a mobile communications/command post vehicle. This group looked at multiple companies based on quality, price and reviews of previously built vehicles. Ultimately, three companies submitted vehicle drawings and specifications. The workgroup reviewed these proposals, sought feedback from neighboring jurisdictions who have similar specialty vehicles, toured many of these vehicles, and traveled to LDV Inc. in Burlington, Wisconsin, before selecting their company to build the vehicle.

LDV Inc. has taken the input of the workgroup and designed a 40' vehicle with 30' of workspace that will meet the needs of the City. This vehicle was designed to remain within our current budget but has the potential to meet future needs. Additional technology may be added or changed meaning the City of Raymore can respond to any critical incident knowing it has the proper resources to respond.

Pending final approval from the City Council, construction will begin on the vehicle in February with an estimated delivery date of late November to early December. The workgroup will monitor construction and keep the Council updated on the progress of this critically important project.

BILL 3425

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN AGREEMENT FOR THE PURCHASE OF A MOBILE COMMUNICATIONS/COMMAND POST VEHICLE.”

WHEREAS, the Raymore City Council appropriated funding in the FY 2019 budget for the purpose of purchasing a vehicle for deployment during disasters and other critical incidents; and

WHEREAS, after extensive research and submission of proposals from leading specialty vehicle companies, the workgroup selected LDV, Inc. as the lowest and best able to meet Raymore’s specifications with a GSA contract price; and

WHEREAS, City of Raymore Purchasing Policy allows for purchase from GSA Contracts without a formal bid process.

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

Section 1. The City Manager is authorized to enter into an agreement, attached as Exhibit A, with LDV, Inc. to construct a communications/command post vehicle for Raymore and allowing the City Manager to amend the contract within established budget constraints.

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THE 11TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu- driven database system. The INTERNET address for GSA Advantage! is <http://www.GSAAdvantage.gov>.

Schedule 23 V
SIN: 190-03 & 190-05

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov

Contract Number GS-30F-0009L
Contract Period: July 12, 2001 through July 11, 2021
Mod 120, effective December 20, 2018

Contractor:

LDV, Inc.

180 Industrial Drive
Burlington, WI 53105

1-800-558-5986

Fax: 1-800-329-2538

<http://www.ldvusa.com>

Business Size Status: Small Business



Customer Information

1a. All items in this catalog are part of Special Item Numbers (SINS) 190-03 & 190-05.

1b. The lowest priced models available under this contract, by SIN are below:

SIN	Model	GSA Price (Includes IFF)
190-03	BATMCC182546	\$127,976
190-05	SS23RDV-CC	\$70,232

This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price.

1c. Hourly Rates: Not Applicable.

2. Maximum Order Limitations (MOLs): none

3. Minimum Order Quantity is one vehicle per purchase order.

4. Delivery Area: CONUS and OCONUS. Price does not include delivery cost. Delivery cost is quoted at ordering level.

5. Production Point: Burlington, Racine County, Wisconsin, USA.

6. LDV offers a 6.5% discount to GSA from our commercial price.

7. Additional quantity discounts from our commercial price are also available as noted below:

1	Unit Discount	6.50%
2	Units Discount	7.50%
3-4	Units Discount	8.50%
5-9	Units Discount	9.00%
10-plus	Units Discount	9.50%

All discounts are net of IFF

8. Prompt Payment Terms: None

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are not accepted above the micro-purchase threshold.



10. Foreign Items are not used in the production of vehicles under this contract, unless directed by customer requirements.

11a. Delivery for all orders is 180-365 days or less after Receipt of Order for all models. If multiple units are ordered, first unit delivery is 180-365 days or less after Receipt of Order. Additional units will be delivered per schedule provided at time of order. Note: Nonstandard chassis, cab chassis, body configurations (including truck bodies and trailers) may extend beyond the standard 180-365 days. Certain special order components such as specialized radios and microwave video transmitting equipment may also affect the delivery date. The delivery schedule of these vehicles will be negotiated with the customer on an individual basis.

11b. Vehicles under this contract are not normally available for expedited delivery. Exceptions may be made for on grounds chassis/bodies, or on existing demonstrator or prototype vehicles. Please contact LDV at 800-558-5986 for information.

11c. Overnight and 2 day delivery may be available on existing prototype or demonstrator vehicles. Please contact LDV at 800-558-5986 for information.

11d. Contract clause I-FSS-140-B, Urgent Requirements, applies to this contract. Agencies are encouraged to contact LDV at 800-558-5986 to make arrangements for faster delivery of urgent requirements.

12. FOB: Burlington, Wisconsin.

13a. Orders may be placed directly with LDV, Inc. to the following:

Mail:	LDV, Inc. ATTN: Sales 180 Industrial Drive Burlington, WI 53105
Fax:	+1 (262) 767-2529
Email:	sales@ldvusa.com

13b. Ordering Procedures: for supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.4053.

14. Payment Address:

LDV, Inc.

ATTN: Accounting



180 Industrial Drive
Burlington, WI 53105

15. All conversion work performed by LDV, Inc. is warranted for one (1) year. The chassis and its associated components are covered by the manufacturer. The body and its associated components are covered by the manufacturer. Major components and subassemblies, such as emergency lighting, generators, air conditioners, and others are warranted by their respective manufacturers. Questions regarding specific warranty claims should be directed to LDV, Inc. All warranty work and service can be arranged by calling LDV at (800) 558-5986.

16. Export packing charges are beyond the scope of this immediate contract and must be determined on a case by case basis with GSA approval at the time of order.

17. Government Commercial Credit Card Terms: See Item 9.

18. Rental, Maintenance, and Repair: Not Applicable.

19. Terms and conditions of installation are covered in detailed specifications of the vehicle(s) purchased and are available from LDV.

20. Repair parts are not included in this contract. Repair parts are available from LDV, Inc. Please contact LDV, Inc. at (800) 558-5986 for more information.

20a. Terms and Conditions for any other Services: Not Applicable.

21. LDV service is available in Burlington, WI. Additional service is typically available through the respective chassis manufacturer (e.g. Peterbilt, Freightliner, Kenworth) or component manufacturers' service outlets. Please contact the LDV Service Department at (800) 558-5986 to identify the location of the nearest service facility and to coordinate service.

22. Participating Dealers: None

23. Preventive maintenance guidelines for vehicle components have been developed by the component manufacturers and are included in the documentation provided with each vehicle upon delivery.

24a. Special Attributes: Not Applicable.

24b. Section 508 Compliance Information: Not Applicable.



25. DUNS Number: 089845598

26. LDV is registered in the System for Award Management (SAM) with CAGE Code OTYS3

Amendment/Modification No. PO-0102	3. Effective Date: Jul 12, 2016	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) 23 V
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6. Issued By: General Service Administration AUTOMOTIVE CENTER (FFA) 1800F STREET, NW WASHINGTON DC 20405	7. Administered By: (If Other) GSA/FAS/QVOCF 450 GOLDEN GATE AVE 5 FL. EAST SAN FRANCISCO, CA 94102
--	---

8. Name and Address of Contractor (No. Street, County, State and Zip Code) LDV, INC. 180 INDUSTRIAL DR BURLINGTON, WI 531052307	9A Amendment of Solicitation No: 9B. Dated (See Item 11) 10A. Modification of Contract/Order No. GS-30F-0009L 10B. Dated (See Item 13) Jul 12, 2001
---	--

Code	Facility Code
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.
 (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications: Unilateral
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority): See Block 13 Notes...

E. **IMPORTANT:** Contractor: is not , is required to sign this document and return, ___ copies to the issuing office.

14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Schedule 23V, Automotive Superstore; SIN(s): 190 05 Special Vocation Vehicles and Attachments; 190 03 Law Enforcement Vehicles and Attachments

The purpose of this modification is to exercise the third option period to extend the term of the contract from 7/12/2016 through 7/11/2021.

Based on sales reported for the previous period, the total estimated contract award value is hereby revised to reflect the new 20-year value of \$202,500,000.00.

Continue next page...

15A. NAME AND TITLE OF SIGNER (Type or Print) GSA Initiated Mod	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Bridget R. Duffy
15B. CONTRACTOR/OFFEROR <i>Signature Not Required</i> <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA By <i>Signed electronically</i> See above <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED May 23, 2016

Continuation of Description...

All other terms and conditions remain unchanged.

The point of contact for this modification is Janet Lamb, Contract Specialist,
janet.lamb@gsa.gov, 202-329-9198.

Block 13 Notes

Block 13.D:

I-FF-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR2000)



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**PRELIMINARY
SPECIFICATIONS FOR:**

**RAYMORE EM (MO)
MOBILE COMMAND CENTER**

LDV MODEL # S40MCC-33950-18

GSA MODEL # MCC301750-10

DATE

JANUARY 18, 2019

~~JANUARY 9, 2019 REV1~~

~~JANUARY 7, 2019~~



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GSA PRICING PAGE:

Total commercial price per unit as specified, FOB Origin	\$471,448.00
Discount amount	-\$33,925.00
GSA discounted price for 1 unit as specified	\$437,523.00

Industrial Funding Fee (IFF)	\$3,306.00
GSA discounted price for 1 unit as specified with IFF	\$440,829.00
Delivery charge: Not included	\$0.00

Total price per unit	\$440,829.00
-----------------------------	---------------------

Delivery terms: Ask your Sales Representative

Payment Terms: Net 30.

Quote is firm for 30 days from specification date.

Quoted price does not include any applicable FET, federal, state or local tax unless specified.

GSA pricing is not in effect until models are approved for the LDV schedule. Please consult a Sales Specialist before submitting an order to purchase.

This proposal may contain open market items as identified herein. Open market items are allowed under circumstances set forth in FAR 8.402(f).



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RAYMORE EM (MO)
 GSA Adds/Deletes List
 Contract Number GS-30F-0009L
 SIN: 190-03 & 190-05

Single unit pricing

QTY	Part Number	Description	Commercial Price	Discounted 7.196% (Before IFF) (QTY 1 Unit)	IFF (Contract Fee) (0.75%)	GSA Price w/IFF (QTY 1 Unit)	Extended Price (QTY 1 Unit)
1	MCC301750-10	30' MOBILE COMMAND CENTER ON A FREIGHTLINER MT-55. LOAD SPACE AREA	\$ 443,978	\$412,030	\$ 3,091.00	\$415,121	\$ 415,121.00
1	SS404	Reflective Stripe on vehicle exterior	\$ 1,138.00	\$ 1,057.00	\$ 8.00	\$ 1,065.00	\$ 1,065.00
1	SS405	Lettering Graphics, non-reflective.	\$ 2,481.00	\$ 2,303.00	\$ 18.00	\$ 2,321.00	\$ 2,321.00
1	SS602	Black out curtains for cab windows.	\$ 740.00	\$ 687.00	\$ 6.00	\$ 693.00	\$ 693.00
1	SS1207	25kW Diesel Generator w/ air bags & exterior compartment	\$ 21,741.00	\$ 20,177.00	\$ 152.00	\$ 20,329.00	\$ 20,329.00
2	SS1702	Prewire Radio with NMO antenna base antenna/power leads.	\$ 695.00	\$ 645.00	\$ 5.00	\$ 650.00	\$ 1,300.00
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -

Total (GSA Base Model with Adds/Deletes)

Qty (1 unit)

\$ 440,829.00



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Item	Qty	
1.00		<p><u>CHASSIS/BODY DIMENSIONS:</u> 30' walk-in van • Wheelbase of chassis: 276" • Overall length of apparatus: 473" • Overall apparatus width, rub rail to rub rail: 96" • Overall height of apparatus (loaded): 134" • Interior walkway height raw body: 83" • Interior walkway height finished: 81.5" • Interior walkway length: 360" • Interior raw body width: 93" • Interior finished body width: 87"</p> <p>Final measurements are dependent on body builder, chassis components, axles, tires, frame, suspension, and roof-mounted equipment.</p>
2.00		<p><u>CHASSIS:</u></p>
2.01	1	<p>2019 Freightliner MT-55 forward control chassis. 30,000-lb GVWR with air brakes and air suspension <u>ENGINE:</u> • Cummins B6.7 300 HP @ 2600 rpm, 2600 gov, 660 lb/ft @ 1600 rpm • 2008 CARB emission certification - clean idle • 12V 200 amp quadramount pad alternator • (2) model 1131, group 31, 12 volt maintenance free 1900 CCA threaded stud batteries • 18.7 CFM air compressor with internal safety valve • GVG, fire and emergency service vehicles engine warning • Exhaust brake integral with variable geometry turbo with On/Off dash switch • Engine aftertreatment device, automatic over the road active regeneration and dash mounted single regeneration request/inhibit switch • 10 Gallon DEF tank RH frame mounted • LH horizontal tailpipe, exit forward of rear tires • Antifreeze to -34F, OAT (nitrite & silicate free) extended life coolant • Gates blue stripe coolant hoses or equivalent • 1000 watt/115 volt block heater <u>TRANSMISSION:</u> • Allison 2500 EVS automatic transmission with PTO provision • Synthetic transmission fluid (TES-295 compliant) <u>FRONT AXLE AND EQUIPMENT:</u> • 10,000# drop single front axle • Front oil seals • Synthetic SHC007 front axle lube • TRW TAS-65 power steering <u>FRONT SUSPENSION:</u> • 10,000# taperleaf front suspension • Front stabilizer bar • Front shock absorbers <u>REAR AXLE AND EQUIPMENT:</u> • 20,000# single rear axle • 5.13 rear axle ratio</p>



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Item	Qty	
		<ul style="list-style-type: none"> • Synthetic 75W-90 rear axle lube • Rear oil seals <p><u>REAR SUSPENSION:</u></p> <ul style="list-style-type: none"> • 20,000# Airliner rear suspension • Manual dump valve for air suspension w/indicator light, w/o gauge • Dual instant response rear suspension leveling valves • Rear swaybar • Rear shock absorbers <p><u>BRAKE SYSTEM:</u></p> <ul style="list-style-type: none"> • Air brake package • 4S/4M ABS without traction control • Air dryer with electric heater • Steel air brake reservoirs (1) auto drain valve and (2) manual drain valves with pull cord <p><u>FRAME:</u></p> <ul style="list-style-type: none"> • 5/16"x2.81"x9-1/8" steel frame (7.94mmx231.8mm/.312x9.12") 80ksi <p><u>FUEL TANK:</u></p> <ul style="list-style-type: none"> • 60 gal. rectangular steel fuel tank - between rails <p><u>TIRES:</u></p> <ul style="list-style-type: none"> • Michelin XZE 255/70R22.5 16 ply radial front tires • Michelin XD2 255/70R22.5 16 ply radial rear tires <p><u>WHEELS:</u></p> <ul style="list-style-type: none"> • F/L Bevel logo 40620 22.5X8.25 10-HP 5.72 inset aluminum front wheels • Polished front wheels; both sides, with 'half moon' bright wheel covers • F/L Bevel logo 40620 22.5X8.25 10-HP 5.72 inset aluminum rear wheels • Polished rear wheels; both sides of outer wheels only <p><u>CAB AREA:</u></p> <ul style="list-style-type: none"> • Dual electric horns • Daytime running lights • Compact air conditioner compressor • Auto self-reset circuit breakers and fuses • Telescopic/tilt steering column with foot actuated pedal <p><u>INSTRUMENTS & CONTROLS:</u></p> <ul style="list-style-type: none"> • Green gauge backlighting • Driver message center W/LCD Display, 24 warning lamps, data linked, AMI • Electronic MPH Speedometer with secondary KPH scale, without odometer • Electronic 3500 RPM tachometer • 2 Inch primary and secondary air pressure gauges • Electric engine oil pressure gauge w/warning lamp and alarm • Electric engine coolant temp gauge w/warning lamp and alarm • Digital voltage display integral with driver display • Elec fuel gauge & low fuel indicator lamp • Automatic transmission oil temp gauge w/warning lamp • Engine hour meter, integral to message center LCD • Intake mounted air restriction indicator with graduations • 97 dB backup alarm



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Item	Qty	
		<ul style="list-style-type: none"> • Cruise control switches • Programmable RPM ctrl w/low voltage auto high idle & rpm ctrl switches • Wagner 7212 turn signal flasher <p>Note: chassis specifications are from Freightliner Custom Chassis and are subject to change without notice.</p>
2.02		<p><u>CHASSIS WARRANTY:</u></p> <ul style="list-style-type: none"> • Three (3)-year/50,000 mile <i>Freightliner</i> MT-55 chassis warranty. • Three (3)-year/unlimited miles <i>Cummins</i> engine warranty. • Five (5)-year/unlimited miles <i>Allison EVS</i> transmission warranty.
2.03	1	<p>Chassis starter interlock system.</p> <ul style="list-style-type: none"> • Chassis starter is disabled when any of the connected systems is not ready for vehicle travel. • Dash mounted indicator light(s) show which device is engaging the interlock. • Override button allows for moving the vehicle in an emergency situation.
2.04	1	Block heater shall be wired to AC electrical distribution.
2.05	1	US DOT triangle reflector kit with three (3) triangles, for compliance with FMCSA regulations. Includes plastic storage case. Kit will be shipped loose in the vehicle.
3.00		<u>BODY:</u>
3.01	1	<ul style="list-style-type: none"> • Load space area shall be 83" high x 87.5" wide x 30' long load space all aluminum step van body. • Driver sedan door with slider window, door skin shall be chemically bonded to door frame structure reducing the amount of rivets required. Door shall have continuous stainless steel piano hinge and two (2) nylon straps. • Passenger sedan door with slider window, door skin shall be chemically bonded to door frame structure reducing the amount of rivets required. Door shall have continuous stainless steel piano hinge and two (2) nylon straps. • Sedan doors shall have a 0.125" aluminum tread plate step well for 18" skirt depth. • Sedan doors shall have black non-skid tape on all door entry sills. • Sedan doors shall have polished aluminum TriMark flush mounted locking hardware with self-aligning rotary latch and matching key locks. Outside door handles not to exceed 50" from ground. • Aluminum alloy double H wall beam, 6005-T5 alloy, 3" deep x 1.5" wide, 0.125 wall thickness. Studs feature machined wire pass-throughs, and raised adhesive control features on base. • I-beams shall be chemically bonded to sidewalls eliminating the need for additional rivets. Buck-rivets will be used to fasten the top, bottom and rub rail. Use of two-sided tape is not acceptable. • Body shall have 0.125" strain-hardened aluminum alloy 5052-H36 side panels. The upper panels shall be free of rivets allowing for smooth graphics application. • Skirt supports, 1.5 x 1.5 x 0.125 angle to reinforce skirt edge and hold bottom edge in a straight line. 0.188 x 1.00" flat braces placed at 4' intervals and riveted to lower wall angle and floor to maintain sidewall skirt rigidity. • Fender flares, 1.38" x 2.25" x 0.090" roll formed and radiused 5052-H32 aluminum sheet, mechanically fastened to wheel opening. Edges sealed against moisture. • NFPA 1901 embossed 0.125" aluminum tread plate roof attached to 3" x 1 1/2" x 0.125 extruded aluminum roof bows on 16" centers. Bows are 2" skip welded every 12" Tread plate seams shall be continuous welded. Perimeter of roof shall be chemically sealed. • Lift-up molded fiberglass hood with polished stainless steel grill insert. Hood shall have integrated headlamps and turn signal indicators and dual assist gas charged lift shocks. The use of mechanical assist springs is not acceptable. • Extruded aluminum floor with interlocking planks, 1.88" high x various widths, 0.125" top



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Item	Qty	
		<p>surface. 6005-T5 alloy and temper. Heavy-duty thick-wall extruded planks fore and aft of all floor cutouts and every 5th plank in all other areas. Planks made of 6005-t5 alloy and temper, 0.250" thick top surface.</p> <ul style="list-style-type: none"> • 12" high one-piece wrap around stainless steel front bumper polished to a #8 finish. • Tinted safety plate glass windshield with driver and passenger sun visors. • Full width 12" deep heavy-duty aluminum rear bumper with center step, painted to match the body. • Integral cab air conditioning and heating system with dash controls. • Chrome <i>Velvac</i> Revolution heated remote control rear view mirrors with dash controls. Mirror has a fold-away arm with integrated turn signal indicator, flat upper mirror surface and lower convex mirror surface. • Driver seat shall be <i>Seats Inc.</i> Magnum 200 mechanical suspension seat on fixed pedestal. Seat shall be covered in black cloth and have arm rests, lumbar support, tilt back and 3-point seat belt. • Passenger seat shall be <i>Seats Inc.</i> Magnum 200 mechanical suspension seat on fixed pedestal. Seat shall be covered in black cloth and have arm rests, lumbar support, tilt back and 3-point seat belt. Seat not to extend back into loadspace area. • Intermittent windshield wiper/washer with single heavy-duty windshield wiper motor. • Custom front wheel cutouts for 10R22.5 tires. • Rear frame-mounted tow eyes extending past body. • Aluminum engine box cover with acoustical and thermal insulation. Black molded ABS composite engine box overlay. • Acoustical and thermal insulation with heat shield on exterior fire-wall.. • Full length skirting. Skirt shall extend 18" down from the bottom of floor extrusions. • Dash shall be vacuum formed ABS composite with integrated control pod located left of dash. • All clearance and side marker lights to be LED. • Standard structural warranty of 5 years or 50,000 miles and standard component warranty of 12 months or 12,000 miles. • The vehicle shall be fully sanded on all exterior surfaces with no more than 150 grit to assure removal of imperfections in metal surface. All aluminum shall be chemically etched and primed prior to painting. Base body color shall be oven baked and painted to commercial truck standards. <p>Note: Specifications are from body manufacturer and are subject to change without notice.</p>
3.02	1	<p>32" wide x 82" high 0.125" aluminum sedan door with 21.5" wide x 25.5" high fixed window. Door shall have continuous stainless steel piano hinge, two (2) nylon door straps and an aluminum drip rail.</p> <p>NOTE: Interior window covering will be a mini blind.</p>
3.03	1	Exterior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door.
3.04	1	Interior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door.
3.05	1	Automatic LED courtesy light at entry door.
3.06	1	Courtesy light defeat in Intel-I-Touch™ multiplex control screen. Each entry door courtesy light will be automatically deactivated where the corresponding room has the overhead lighting set to night mode.
3.07	1	<i>Lippert</i> Treadlite 30" wide - single - automatic electric steel entry step with LED ground light. Step mounted under entry door.



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Item	Qty	
		NOTE: Step light will be tied into courtesy light defeat.
3.08	1	Whelen Stop/Turn/Tail/Backup light set. Includes two of each of the following: <ul style="list-style-type: none"> • Whelen M6FCV4 polished chrome vertical housings for four M6 series lighthoods. The fourth light head will be an emergency flasher as specified in the DC Emergency Lighting section. • Whelen M6 series LED arrow shaped amber turn signal, model number M6T. • Whelen M6 series LED brake/tail light heads, model number M6BTT. • Whelen M6 series LED back-up light heads, model number M6BUW.
3.09	1	Entire underside shall be undercoated. Includes chassis, floor extrusions, step wells and aluminum compartments.
3.10	1	LDV rear mud flaps. Includes anti-sail brackets when required.
3.11	1	Flat floor slide-out room extension 96" x 30" deep fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position. Features: <ul style="list-style-type: none"> • Electric over hydraulic control system programmed to lower the slide out to floor height after full extension of 26". • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • No track or hardware shall be attached to the ceiling of the body.
3.12	1	Flashing warning light system for slide out. Includes two <i>Whelen</i> 20R00FRR LED light heads with built in flasher. Lights will automatically turn on with slide out deployed.
4.00		<u>PAIN / GRAPHICS:</u>
4.01		Body base color shall be white.
4.02	1	4-inch wide reflective stripe on the exterior back and sides of the vehicle.
4.03	1	Custom computer-generated non-reflective vinyl graphics per customer specifications. Includes up to seventy 8"-10" letters and up to forty-five 3"-6" letters. All lettering can be shaded or outlined. Note: Graphics package does not include production of custom shields and/or seals.
4.04	2	Custom computer-generated non-reflective vinyl shield. Customer shall supply true vector artwork required to produce shield.
5.00		<u>PATRIOT ONYX INTERIOR:</u> <ul style="list-style-type: none"> • Wall Covering: #66 Silver Smooth FRP • Ceiling Fabric: Chrome • Floor Covering: #150 Onyx PVC Flooring • Office Chairs: Black • Vinyl Coverings: #WH1-2140 Whisper Black • Cabinets: #EBT-2-2002 Black Powder Coated Aluminum available in RAL-7035 Grey on request • Counters and Tables: #4880-38 Carbon Mesh Note: Manufacturer reserves the right to substitute equivalent materials.
6.00		<u>DRIVER / PASSENGER CAB AREA:</u>
6.01	1	Walk-in van custom cab area finishing. <ul style="list-style-type: none"> • Cover cab doors with aluminum panels powder coated black. • Heavy-duty rubber grab handle on each door.



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Item	Qty	
		<ul style="list-style-type: none"> • Panels covered with vinyl or fabric above driver and passenger doors. • Vehicle height sign on dash. • Insulated black rubber mat in driver and passenger toe plate area. • Insulate walls in kick plate area and install black carpeted panels. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
6.02	1	Work area on passenger side covered with laminate to match rear countertops and trimmed with vinyl T-molding.
6.03	1	Custom fabricated console to house Intel-I-Touch™ Control electrical distribution components and control panels. Console shall be located in the overhead console above the windshield. The entire console shall be constructed of 3/4" plywood. The face shall be finished with laminate the bottom shall be covered with vinyl.
6.04	1	Red/Clear LED dome light with 3-position switch, red/off/white.
6.05		<ul style="list-style-type: none"> • Vehicle height sign on dash. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
6.06	1	Zone Defense color back up camera system with 7" LCD monitor and day/night camera. Camera includes a microphone for audio commands from a spotter to the driver during backing operations.
6.07	1	AM/FM stereo with Bluetooth and one (1) pair of 6" x 9" speakers.
6.08	1	Blackout curtains for all cab area windows. Curtain specs: <ul style="list-style-type: none"> • Woven fabric made of pigmented and acrylic top coated 45% polyester / 55% cotton fabric • Tensile Strength: 283 lbs. x 214 lbs. • Manufacturer's 5-year limited warranty • Seams shall be double stitch/single fold • Meets California State Fire Marshall requirements for flame retardancy - Title 19, CPAI-84 (Section 6), and FMVSS-302 <p>NOTE: Blackout curtain color will be TBD</p>
7.00		<u>WALLS, CEILING AND FLOOR:</u>
7.01		Insulate walls with a minimum of 2-1/2" of fiberglass insulation. Cover interior body side posts with 1/2" plywood sub wall.
7.02		Cover sub wall with smooth finish <i>Kemlite</i> 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable.
7.03		Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating. <ul style="list-style-type: none"> • Cover interior roof beams with 1/2" plywood. • Modular panel design allows for manageable future additions and repairs. • Plywood Panels covered in acoustical fabric. <p>NOTE: Ceiling finish will be silver mist headliner material</p>
7.04		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 6 ply, face veneer plugged and sanded.
7.05		<i>Lonseal/Loncoin II Flecks 150 Onyx</i> non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
7.06		Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.



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Item	Qty	
7.07	3	30" FRP covered pocket door installed on heavy-duty aluminum track with two (2) four-wheel roller trucks. Pocket door shall have recessed handles and a latch to keep the door closed.
7.08		All bulkheads shall be covered with <i>Kemlite</i> 0.075" FRP. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.
7.09	1	Cover load space door with powder coated aluminum panel with heavy-duty rubber grab handle. NOTE: Interior window covering will be a mini blind. Powder coat color will be black.
7.10	1	Hehr street side mounted 30" wide x 19" high flush mount deep-tint horizontal sliding egress window with screen. NOTE: Interior window covering will be a mini blind.
8.00		<u>GALLEY / LAVATORY:</u>
8.01	1	Magic Chef model MCD1110BB 1.1 cu.ft. 1000-watt microwave oven.
8.02	1	Keurig Coffee maker.
8.03	1	<i>Norcold</i> NR751B AC and DC powered refrigerator with the following features: <ul style="list-style-type: none"> • 2.7 cu. ft. capacity. • Freezer shelf for ice cube tray. • Door bin holds 2-liter containers. • Integrated door latch. • 120/230Vac 50/60 Hz and 12/24 Vdc
9.00		<u>SEATING:</u>
9.01	4	<i>Space Air Grid</i> office chair 5560 black with armrests, five caster spider base, and adjustable height.
9.02		Fabricate and install fixed bench seating with removable cushions as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl.
9.03	1	Café Style Conference Table & Bench Seating package. Includes: <ul style="list-style-type: none"> ▪ Fabricate and install fixed bench seating with drawer underneath as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl. ▪ Conference table covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
9.04		<u>BENCH SEAT REQUIREMENTS:</u> <ul style="list-style-type: none"> • Foam for seat backs and bottoms shall be firm density. • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials. • Material corners shall be squared or angled to fit precise cut of foam. • Foam shall be bonded to plywood backer with industrial grade adhesive. • Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples.
10.00		<u>CABINETS:</u>
10.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: <ul style="list-style-type: none"> • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum,



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Item	Qty	
		with a 0.040" aluminum door back attached. <ul style="list-style-type: none"> • Overhead cabinet doors swing up.
10.02		Radius edging incorporated as design permits.
10.03	3	Dry erase writing surface on overhead cabinet door.
10.04	2	Gas spring lift supports on overhead cabinet door.
10.05	3	LED light under overhead cabinet.
10.06		Gusset support for counter top open areas.
10.07	3	Magnetic dry erase board framed in aluminum, with cork pin strip across top. Includes aluminum clip frame for easy board replacement, sized as required.
10.08	9	FRP shelf up to 24" wide with 2" lip at front edge.
10.09		Closet shelves shall be infinitely adjustable using mini B-line track and hardware.
10.10		Countertops shall be covered in 0.040" <i>Wilsonart</i> laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
10.11		Conference table covered in 0.040" <i>Wilsonart</i> laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
10.12	2	Flip down work station counter covered in 0.040" <i>Wilsonart</i> laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
10.13	1	Powder coated 0.125" aluminum conference table base.
10.14	2	Powder coated 0.125" aluminum table leg.
10.15	5	Computer cable pass-thru grommet in counter.
10.16	1	Install a key display board inside overhead cabinet and clearly tag all keys for the vehicle as to their purpose.
11.00		<u>HVAC SYSTEM:</u>
11.01	1	<i>Fan-tastic</i> Vent model 1250 3-speed reversible 12" power roof ventilator.
11.02	3	Ducted Coleman Polar Mach 8 series low profile air conditioner with thermostat. Includes: <ul style="list-style-type: none"> • High Capacity Air Duct manufactured from polystyrene foam laminated with 99% pure polished aluminum inside and out, internally mounted in ceiling • 13,500 nominal Btu/hr air conditioner with condensate pump. • Chill Grille Assembly with 6,000 Btu/hr heat strip • Wall mounted thermostat • Louvered Ceiling Vents, as required
11.03	1	<i>Broan</i> model 112 kick space mount 5,120 Btu/hr electric heater. Located as shown on drawing.
11.04	2	12,000-16,000 Btu/hr direct discharge, 12Vdc powered, diesel-fired furnace with individual thermostat control. Exhaust shall be routed to the street side.
12.00		<u>AC ELECTRICAL SYSTEM:</u>
12.01	1	<i>Wrico</i> Platinum 25-kW 120/240Vac Low Boy liquid-cooled diesel generator installed in a custom fabricated compartment. Generator features: <ul style="list-style-type: none"> • Kubota T4i water cooled diesel engine • Radiator cooled, remote mounted for lower compartment height • 4 pole rotating field alternator with 300% short circuit capability • Air bag mounting <p>Compartment shall be constructed to the following specifications:</p> <ul style="list-style-type: none"> • 0.187" aluminum with all welded seams. • 2" deep 0.125" aluminum box pan doors and 0.125" aluminum frames. • Door frames riveted to the body and welded to the compartments.



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		<ul style="list-style-type: none"> • Stainless steel door hinges attached with stainless steel machine screws. • Flush mounted door handles with slam latches. • 0.125" perforated aluminum panels on interior door surfaces. • Gas charged lift/support cylinders to hold doors open at 90° . • Industrial grade neoprene gasket door seals. • Sound barrier lining on interior compartment walls, ceiling and doors. Sound barrier material consists of metalized Mylar facing, 1" sound absorbing foam, 1.0#/sf barrier, 1/4" foam decoupler and a 3 mil. acrylic pressure sensitive adhesive with a 76# Kraft paper liner. <p>NOTE: Generator exhaust shall be routed to the street side of the vehicle.</p>
12.02	1	<p><i>ACData</i> surge suppressor for protection of entire AC power system.</p> <p>Product features:</p> <ul style="list-style-type: none"> • UL listed: UL1449 3rd Edition • LED visual verification of status
12.03	1	<p>LDV exclusive Intel-I-Touch™ vehicle automation control system.</p> <p>The multiplex controlled power and data electronics system is incorporated into a common touch screen with the ability to distribute and control strategic on board systems. It also simultaneously allows distribution of the information to multiple onboard control/monitoring stations. This system simplifies start up procedures, contains fewer operating components, reduces operational start-up time, reduces the total amount of wiring in the vehicle and has error detection protocols and troubleshooting features.</p> <p><u>Multiplex system features:</u></p> <ul style="list-style-type: none"> • One (1) 10" LCD touch screen with custom graphics for control and monitoring at separate control stations • Touch pads with custom graphics for local control • AC power distribution control and monitoring for the generator with power management • DC power distribution control and monitoring • Manual or automatic generator control • HVAC and temperature control. • Lighting control Day/Night mode • Automatic power transfer switches • Automated startup and shutdown procedures • Seamless control of generators, lighting, awnings and additional devices • Mast control • Safety interlocks <p>The system is completely upgradeable with power modules located throughout vehicle. Additional components may be added to system with a simple software modification.</p>
12.04	1	<p><i>Kussmaul</i> Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord. #091-20WP-120RD.</p>
12.05	1	<p><i>Marinco</i> 50A-125/250Vac shore power package including:</p> <ul style="list-style-type: none"> • Waterproof shore power inlet with cap • 50-ft. 50A-125/250Vac shore power cord • 6-ft. 50A-125/250Vac pigtail
12.06	2	<p>20A-125Vac duplex receptacle. Receptacle is not dedicated to any installed equipment.</p> <p>NOTE: In electronics rack for future expansion</p>
12.07	11	<p>20A-125Vac duplex receptacle with dual USB charging ports. Receptacle is not dedicated to any installed equipment.</p>



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12.08	2	20A-125Vac GFCI duplex receptacle. These receptacles are not dedicated to any installed equipment. NOTE: One (1) in Galley One (1) in exterior workstation compartment
12.09	2	20A-125Vac exterior GFCI duplex receptacle. NOTE: Receptacle will be installed with a weatherproof cover.
12.10		Wire chase wire management raceway system located as shown on drawing. Product features: <ul style="list-style-type: none"> • Satin anodized finish. The finish resists rust, corrosion and fading. Material extruded from 6063-T5 aluminum alloy. • Removable dual cover. Makes wiring easy and accessible and provides maximum flexibility for adding or relocating outlets and circuits. The cover retention is 45 lbs. straight pull for one minute. • UL Listed multioutlet assemblies. File E68073 Guide PVGT, Fittings: File E121188 Guide RJPR. Meets Article 380 of NEC and meets Section 12-3032 of CEC. • UL and cUL Listed component raceways. File E73943 Guide RJBT, Fittings: File E74343 Guide RJPR. Meets Article 386 of NEC and meets Section 12-600 of CEC. • UL5 and ADA compliant. Raceway and fittings meet UL5 specifications and can be installed in conformance with ADA requirements
12.11	1	APC Smart-UPS 3,000VA rack mount UPS, SRT3000RMXLA (or current model). Product features: <ul style="list-style-type: none"> • 3,000VA/2,700W output capacity • 120V output voltage • (8) NEMA 5-20R and (1) NEMA L5-30R output receptacles • Typical Backup Time at Half Load 19.2 minutes (1125 Watts) • Typical Backup Time at Full Load 5.7 minutes (2250 Watts) • Dimensions: 3.35"H x 17"W x 25"D
12.12		<u>AC WIRING REQUIREMENTS:</u> <ul style="list-style-type: none"> • All AC main wiring shall be stranded THHN wire and run in non-metallic <i>Carlton</i> Carflex liquid tight conduit. • All AC branch circuit wiring shall be stranded THHN wire (AWG 12 minimum) and run in non-metallic <i>Carlton</i> Carflex liquid tight and <i>Carlton</i> Flex-Plus blue ENT conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
13.00		<u>DC ELECTRICAL SYSTEM:</u>
13.01	1	<ul style="list-style-type: none"> • Six (6) Lead acid deep-cycle 6Vdc batteries. Batteries shall be installed underbody in slide out weather resistant compartment. Four (4) batteries will be separated for auxiliary equipment and two (2) batteries will be for communications equipment. <ul style="list-style-type: none"> • Three (3) electronic converterchargers, 80 amp minimum output each. Converter/charger features: <ul style="list-style-type: none"> • Charges three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting.



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		<ul style="list-style-type: none"> • High voltage protection. • All DC electrical and metering switched and monitored through the multiplex system.
13.02	20	Light, Orion 6" LED, neutral white with polished bezel.
13.03	6	Whelen 600 Series 12 diode Opti-Scenelight 6SC0ENZR surface mount (or current model) Includes chrome plated flange.
13.04		<p><u>12VDC WIRING REQUIREMENTS:</u></p> <ul style="list-style-type: none"> • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels. • All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569" • All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028 • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wire bundles shall be tied with trimmed nylon ties. • Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.
14.00		<u>EMERGENCY LIGHTING / SIRENS:</u>
14.01	1	Whelen 295SLSA6 siren with 9 low current lighting control switches.
14.02	1	Whelen SA315P high performance speaker, with SAK9 bracket.
14.03	2	Whelen TIR3 series Super-LED lighthouse with internal flasher, red LED's with clear outer lens, model RSR03ZCR. Includes chrome flange RFLANGCD.
14.04	2	Whelen TIR3 series Super-LED lighthouse with internal flasher, blue LED's with clear outer lens, model RSB03ZCR. Includes chrome flange RFLANGCD.
14.05	9	Whelen M6 series, M6RC (or current model), Linear Super-LED lighthouse with internal flasher, RED LED's with CLEAR outer lens. Includes M6FC chrome flange.
14.06	9	Whelen M6 series, M6BC (or current model), Linear Super-LED lighthouse with internal flasher, BLUE LED's with CLEAR outer lens. Includes M6FC chrome flange.
14.07	2	Custom fabricated bracket to mount M series light above windshield, painted to match body.
15.00		<u>AUDIO / VIDEO:</u>
15.01	6	LG 24" LED TV model 24LH4830 with wall mount bracket.
15.02	2	Samsung UN40MU6300 40-Inch 4K Ultra HD Smart LED TV with wall mount bracket. Features:



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Item	Qty	
		<ul style="list-style-type: none"> • Motion Rate: 120 • Backlight: LED • Smart Functionality: Yes- built in Wi-Fi • Dimensions (W x H x D): TV w/o stand: 36.1 x 21.1 x 2.5 • Inputs: 3 HDMI, 2 USB
15.03	1	<p>Samsung UN43J5200AFXZA - 43" LED TV (or current model) with wall mount bracket.</p> <p>Product features:</p> <ul style="list-style-type: none"> • Resolution 1920 x 1080 • Component , Composite • (2) HDMI, (1) USB • Sound Output (2) Speakers • DTV Tuner/ATSC / Clear QAM • DirecTV Ready, Wi-Fi Ready, Smart TV • Dimensions: 38.8" x 22.3" x 2.3" (W x H x D), weight 16.5 lbs
15.04	2	<p>Samsung UN49M5300AFZA 49-Inch Smart LED TV with wall mount bracket. Features:</p> <ul style="list-style-type: none"> • Motion Rate: 120 • Backlight: LED • Smart Functionality: Yes- built in Wi-Fi • Dimensions (W x H x D): TV w/o stand: 44 x 25.6 x 2.9 • Inputs: 2 HDMI, 1 USB
15.05	2	Custom powder coated aluminum mount for TV.
15.06	1	<p>Weatherproof single door exterior work station and TV/monitor compartment. Constructed from 0.125" aluminum with all welded seams and hinged at the top.</p> <p>Includes:</p> <ul style="list-style-type: none"> • Internal flip down work surface • LED strip light (illuminates when door is opened) • Gas charged lift support and locking latch
15.07	1	JACK® model OA8500 Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter. No crank up, built in Amplifier and 360° rotation for improved reception.
15.08	1	8-Way RF Distribution Amplifier.
15.09	1	<p>HDMI Matrix Switcher, Includes:</p> <p>Extron DXP 88 HD 4K, high performance HDMI matrix switchers for video signals at resolutions up to 4K.</p> <p>Includes all HDMI Cables as required.</p>
15.10	2	<p>Extron MKP 2000 X-Y Remote Control Panel for Extron Matrix Switchers</p> <ul style="list-style-type: none"> • Compatible with most Extron RS-232 and Ethernet-enabled Matrix Switchers • 10-key numeric keypad • Virtual I/O grouping • RS-232 pass-through port • Unlimited control points
15.11		<p>Extron Transmitter for HDMI 60-1271-12 DTP HDMI 4K 230 TX</p> <ul style="list-style-type: none"> • Transmits HDMI plus control and analog audio up to 230 feet (70 meters) over a shielded CATx cable • Supports computer and video resolutions up to 4K
15.12		<p>Extron Receiver for HDMI 60-1271-13 DTP HDMI 4K 230 RX</p> <ul style="list-style-type: none"> • Receives HDMI plus control and analog audio up to 230 feet (70 meters) over a shielded CATx cable



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		• Supports computer and video resolutions up to 4K
15.13		All RF cable for DSS antenna systems (when specified) shall be Belden #9116 series 6 broadband coaxial cable. All other video cabling shall be Belden #1505A RG-6/U precision video cable.
16.00		<u>MAST AND MAST MOUNTED EQUIPMENT:</u>
16.01	1	Fireco 2200 series CH.3718N heavy-duty non-locking telescoping pneumatic mast. Mast features: • 265 lb. max top load capacity • 26' 2" extended height • 6' 1" nested height Includes: • KEY-WAY breakaway nylon key prevents tower rotation. Easily replaceable. • Air safety valve for over pressure release and condensation drainage. • Water drainage holes to avoid freezing at low temperatures. • Interlock to prevent vehicle from being driven with mast raised. • Fireco tower does not require routine lubrication. • Mast cap covers the top of all tower sections when the tower is in the retracted position keeping dirt and moisture out of the tower when stowed. NOTE: Include Two (2) extra cat6 cables for future use
16.02	1	Thomas Ultra Air-Pac 1/2-hp compressor with 2 gallon air tank.
16.03	1	Custom fabricated 0.125" aluminum <i>Nycoil</i> cylinder painted to match body color.
16.04	1	Custom fabricated 0.125" aluminum mast cover painted to match body color.
16.05	1	Custom fabricated bracket on mast to mount two individual camera systems.
16.06	1	Mast lookup light mounted on mast.
16.07	1	Weatherproof mast up/down control switch on exterior of vehicle.
16.08	1	AXIS Q6155-E PTZ Dome Network Camera with Lightfinder technology. • HDTV 1080p and 30x optical zoom • Axis Sharpdome technology with Speed Dry • Lightfinder technology performs in low lighting conditions, extremely sensitive to low light • Built-in laser that provides instant focus in challenging lighting conditions and in complete darkness • IP66-rated and NEMA 4X protection against dust, strong water jets and impact • High Power over Ethernet, max. 74 W
16.09	1	Axis T8705 Video Decoder • Enables digital monitors to connect to and display live video from Axis network cameras • HDTV 1080p HDMI video decoder • Sequence and Multiview (up to 16 cameras)
16.10	1	SD Memory Card for mast IP camera. The SD card shall record mast camera allowing it to be downloaded and viewable via an IP address.
17.00		<u>RADIOS:</u>
17.01		Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap.



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		Power to radios shall be controlled by a continuous-duty switch actuated by the auxiliary battery disconnect switch.
17.02	10	Prewire and make installation provisions for communications radio. Installation includes: <ul style="list-style-type: none"> • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in <i>Carlton</i> Carflex ENT conduit. • 12Vdc power routed to radio transceiver location.
17.03		Install hinged panels under countertops to conceal radio transceivers where applicable.
17.04	1	Fabricate and install 3" x 3" square aluminum tubing antenna raceway on the roof of the vehicle. Antenna raceway will penetrate the roof on each side of the truck at radio box locations and in the overhead console location. Includes: <ul style="list-style-type: none"> • 3" high x 3" long aluminum access cover at each antenna base location on the side of the tubing for access to antenna base and coax cable. • Access covers with watertight gasket and attached with four (4) stainless steel machine screws. Raceway tube to have nut-serts installed for access cover attachment. • <i>Carlton</i> Carflex ENT conduit routed from antenna raceway penetration location to radio transceiver locations.
18.00		<u>COMPUTER NETWORK AND EQUIPMENT:</u>
18.01	14	RJ-45 Cat6 computer network jack with Cat6 cable routed through <i>Carlton</i> Flex-Plus ENT conduit or raceway (as applicable).
18.02	1	<i>Leviton</i> 69270-U24 24-port Cat6 rack mount patch panel.
18.03	14	Certified 18" Cat6 patch cord.
18.04	1	Certified 36" Cat6 patch cord.
18.05	1	Cable Certification Report confirming that network wiring complies with Cat6 specifications.
18.06	1	Install customer supplied rack mount network switch.
18.07	1	<i>HP</i> Color LaserJet CM1312 (or current model) Multifunction Printer. Product features: <ul style="list-style-type: none"> • Color print; color copy; color scan; black/white fax. • Built-in 10/100 wired Ethernet network connectivity with 1 RJ-45 port, 1 Hi-Speed USB port. • Dimensions: 19.6 x 19.3 x 19.1 in - 54.5 lbs. <i>Note:</i> Fax feature is only available when a C.O. line is connected to the vehicle.
18.08	3	Install customer owned computer.
18.09	1	Prewire and make installation provisions for customer supplied modem with customer supplied antennas.
19.00		<u>MISCELLANEOUS ELECTRONICS:</u>
19.01	1	<i>Middle Atlantic Products, Inc.</i> MRK-4026 forty-space 19" wide x 26.5" depth (24" useable depth) open framed electronics equipment rack with caster base. Rack can easily slide out from its fixed position to allow side access to rack equipment.
19.02	1	<i>Middle Atlantic</i> VFD-40 vented front door. NOTE: Door is secured closed with a key lock.
19.03	1	<i>Middle Atlantic</i> MW-4QFT-FC top fan panel, with four (4) 50 cfm ventilation fans, QFAN.
19.04	2	<i>Middle Atlantic</i> PD-815SC-NS 15 amp power strip with eight (8) outlets. Includes PB-XS rack mounting bracket.
20.00		<u>EXTERIOR STORAGE COMPARTMENTS:</u>
20.01	1	Single door underbody storage compartment with approximate interior dimensions 15" high x up to 24" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE:



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		Slide-out pump
20.02	1	Single door underbody storage compartment with approximate interior dimensions of 15" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams.
20.03		<p>Compartments listed above will be constructed to the following specifications:</p> <ul style="list-style-type: none"> • Sweep out type bottoms with 1/2" drain holes. • 2" box pan doors and door frames fabricated from 0.125" aluminum. • Door frames shall be riveted to the body and welded to the compartments. • Compartments shall have an LED light that illuminates when the door is opened. <p>Compartment doors will be constructed to the following specifications:</p> <ul style="list-style-type: none"> • Stainless steel hinges attached with stainless machine screws. • Slam latches and flush mounted handles. • 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware. • All doors shall be sealed with industrial grade neoprene gasket.
20.04	1	2" box pan door and door frame fabricated from 0.125" aluminum installed in body to allow exterior access to <i>Middle Atlantic</i> equipment rack. Includes key lock and gas spring.
21.00		<u>MISCELLANEOUS OTHER:</u>
21.01	1	<p><i>Dometic</i> Weather Pro Awning 18' Cadet Grey acrylic fabric (other colors available on request) electric awning with the following features:</p> <ul style="list-style-type: none"> • Solid-state sensor automatically closes awning after detecting sustained winds • Exclusive Knee-Action Design prevents damage from sudden wind gusts • Heavy duty motor is fully contained in the roller tube, self-locks awning in travel position • Unique spring-arm mechanism automatically dumps accumulating rain water
21.02	1	<p>15" wide roof access ladder mounted on rear. Ladder features:</p> <ul style="list-style-type: none"> • All welded construction for maximum strength • 1" diameter X 0.083" brush finished tubular aluminum rails • Aluminum grip-strut rungs
21.03	1	<p>Heavy-duty <i>Quadra Mfg.</i> Bigfoot® four point fully automatic one-touch leveling system. Includes:</p> <ul style="list-style-type: none"> • Four (4) QEII-24 jacks with 17,000-lb. capacity each, 24" long with 18" stroke • Air ride dump valve • Fully automatic control panel with manual feature • Safety interlock when jacks are deployed
21.04	2	5 pound dry chemical fire extinguisher.
21.05	3	Battery powered combination Carbon Monoxide and Smoke alarm.
21.06	1	<p>Complete manual set, including the following (as applicable):</p> <ul style="list-style-type: none"> • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points. • Audio/Video cabling diagram. • Warranty and Return Authorization procedures. • Chassis and generator maintenance and service logs. • Battery maintenance information. • All individual component manuals and warranty registration cards as provided by component



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		manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
21.07	1	<p>At time of acceptance at LDV's facility an LDV representative will provide up to eight (8) hours of orientation on LDV provided systems, as applicable:</p> <p>Generator start up and shut down procedure Leveling system operation AC and DC electrical systems operation HVAC systems operation Mast operation Audio/Video system operation, does not include programming VCR's, TV's, etc. Alarm operation Awning operation</p>
21.08		LDV warranty, covering 1 year or 12,000 miles for manufacturer's defects in materials and workmanship. Refer to LDV warranty statement for details of warranty coverage.
21.09		<p>Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as LDV supplied. These items include, but are not limited to:</p> <ul style="list-style-type: none"> • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. <p>In the event of a discrepancy between the drawing and specification, the specification will supersede. LDV reserves the right to make substitutions of equal quality and specifications of those listed in this document.</p> <p>Some component models change frequently. In the event that a specified component model becomes unavailable at the time LDV attempts to source it, LDV will provide a replacement model with equivalent or better features, as agreed upon with the customer.</p>



RAYMORE EM (MO)
 S40MCC-33950-18

DATE: 12.19.18
 PROJECT MGR.: P. BRADSHAW
 DRAWING TYPE: PROPOSAL
 DRAWING REFERENCE: SALES

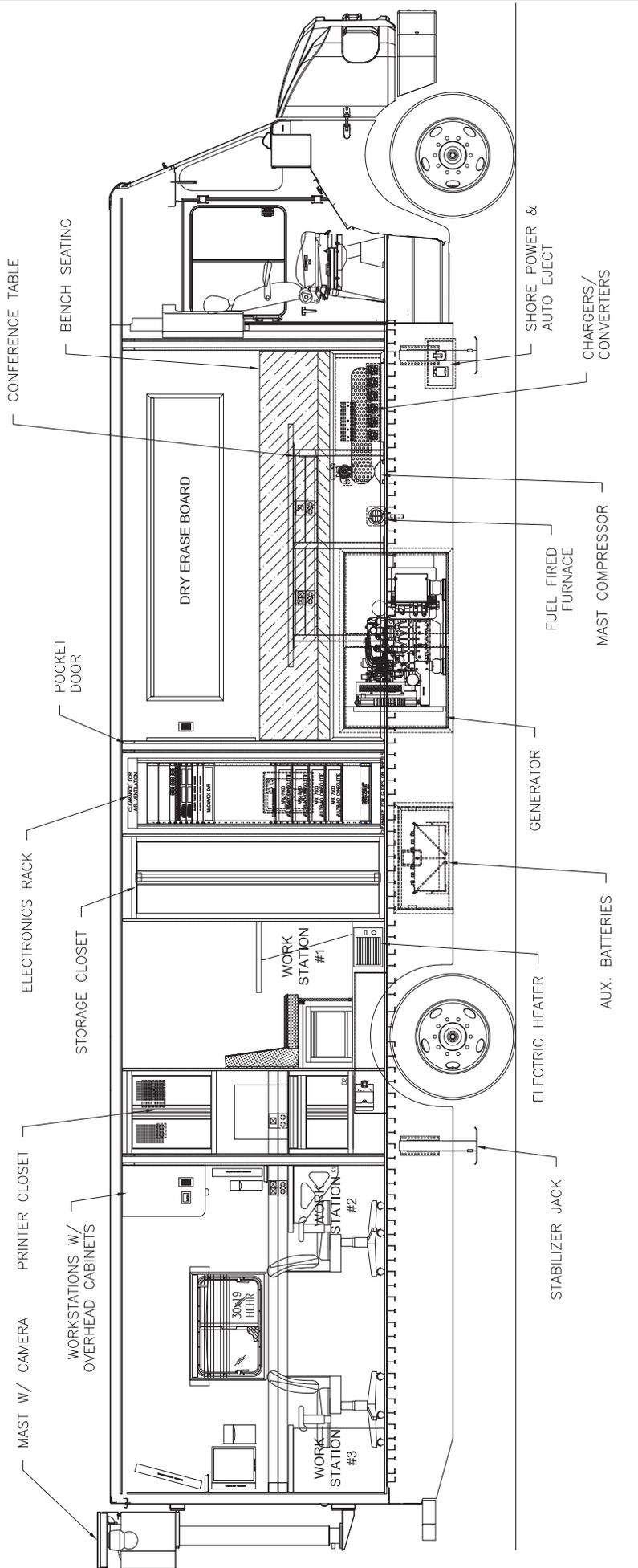
NO.	REVISIONS	DATE	BY
1	ADD HEATERS, REMOVE AC, TOW EYES	01.09.19	PB
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SOME ITEMS SHOWN MAY BE CUSTOMER SUPPLIED OR OPTIONAL. REFER TO SPECIFICATIONS FOR DETAILS.

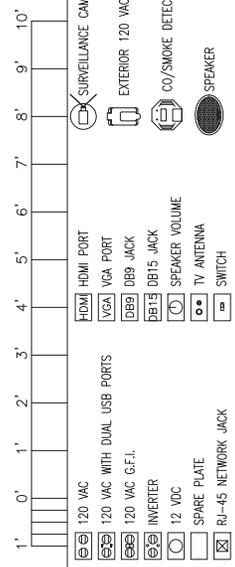
THIS DRAWING AND THE INFORMATION THEREON IS THE EXCLUSIVE PROPERTY OF LDV, INC. AND IS TO BE USED SOLELY FOR DEVELOPMENT AND MANUFACTURE OF THE PRODUCT SHOWN. ALL RIGHTS RESERVED IN U.S. COPYRIGHT LAW.

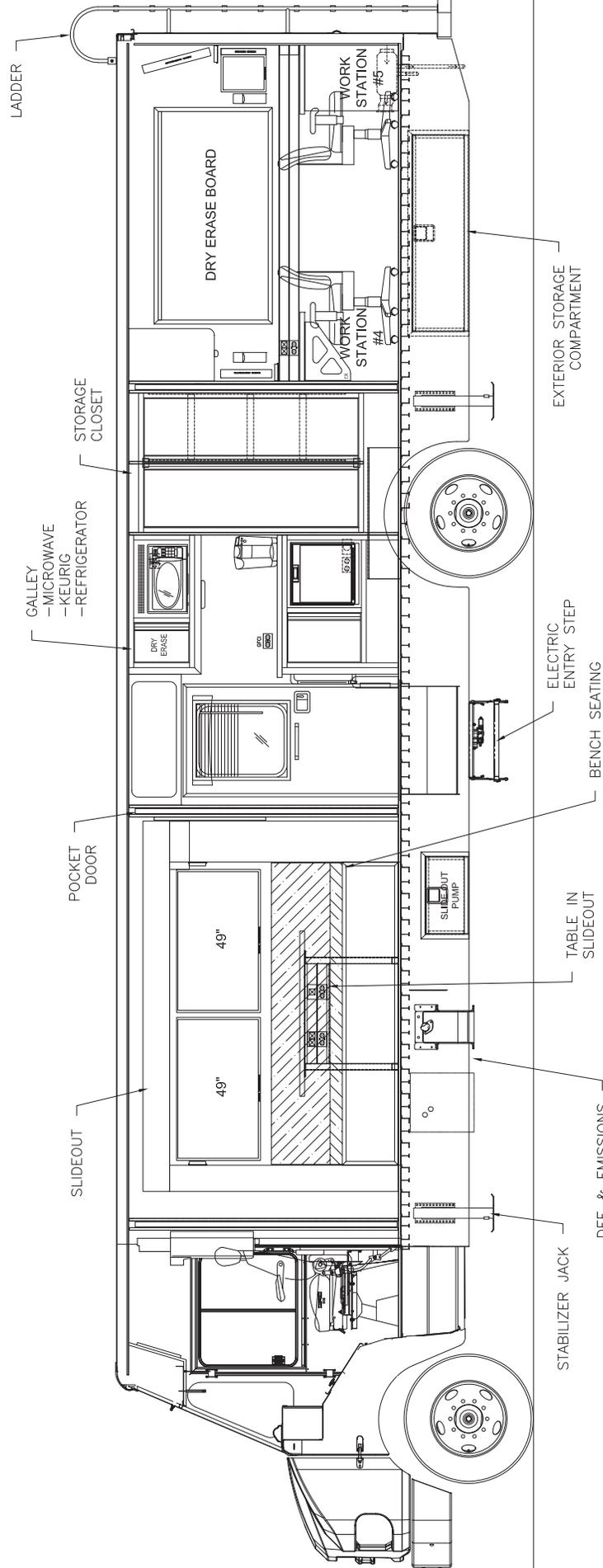
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NO.	DESCRIPTION	DATE	BY
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STREET SIDE





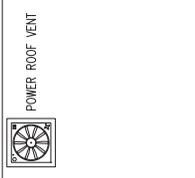
CURB SIDE

- 1' 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10'
- 120 VAC
- 120 VAC WITH DUAL USB PORTS
- 120 VAC G.F.I.
- INVERTER
- SPARE PLATE
- RJ-45 NETWORK JACK
- RJ-11 TELEPHONE JACK
- HDMI
- VGA
- VGA PORT
- DB9
- DB9 JACK
- DB15
- DB15 JACK
- SPEAKER VOLUME
- 12 VDC
- TV ANTENNA
- SWITCH
- SURVEILLANCE CAMERA
- EXTERIOR 120 VAC G.F.I.
- CO/SMOKE DETECTOR
- SPEAKER
- POWER ROOF VENT

NO.	DESCRIPTION	DATE	BY
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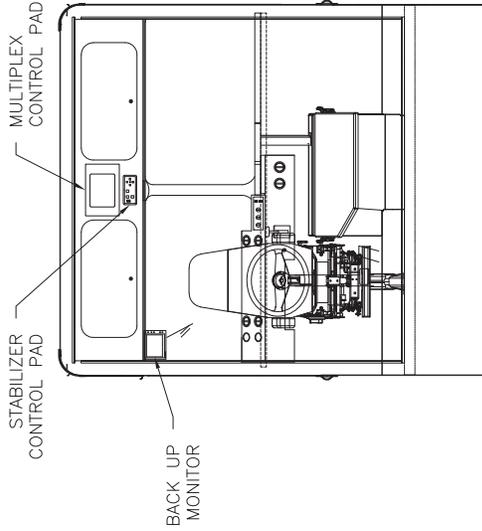


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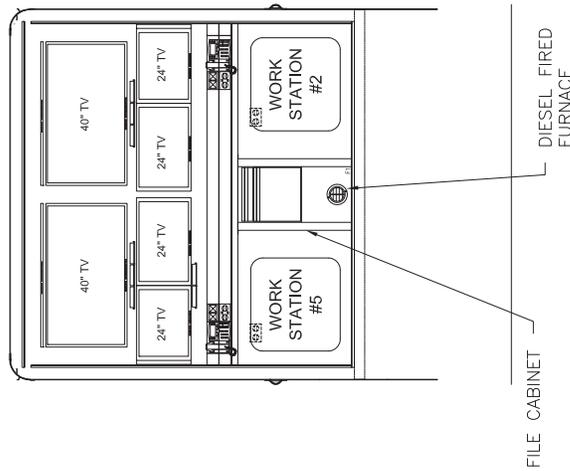
LDV

RAYMORE EM (MO)
 S40MCC-33950-18

DATE: 12.19.18
 PROJECT MGR: P. BROTHERTON
 DRAWING TYPE: PROPOSAL
 DRAWING REFERENCE: SALES



FRONT



REAR

- 1' 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10'
- 120 VAC
- 120 VAC WITH DUAL USB PORTS
- 120 VAC G.F.I.
- INVERTER
- SPARE PLATE
- RJ-45 NETWORK JACK
- RJ-11 TELEPHONE JACK
- HDMI
- HDMI PORT
- VGA
- VGA PORT
- DB9
- DB9 JACK
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- POWER ROOF VENT

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REVISIONS

NO.	DESCRIPTION	DATE	BY
1	ADD HEATERS, REMOVE AC, TOW EYES	01.09.19	PB
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RAYMORE EM (MO)
 S40MCC-33950-18

DATE: 12.19.18
 PROJECT MGR: P. BROTHERTON
 DRAWING TYPE: PROPOSAL
 DRAWING SALES: PENDING REFERENCE



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 28, 2019

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

<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 3427 A or B Participation in Show Me Green Sales Tax Holiday 2019 or perpetuity

STRATEGIC PLAN GOAL/STRATEGY

Strategy 3.3.2: Provide support to existing local business

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

--

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

--

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Senate Bill 1181, enacted by the General Assembly in 2008, established the Show Me Green Sales Tax Holiday in Section 144.526, RSMo, which exempts the State sales tax on the sale of certain Energy Star certified appliances annually when purchased on April 19-25. Municipalities may also participate in the holiday to exempt City sales tax from the sale of these items.

To participate in the 2019 Show Me Green Sales Tax Holiday, the City must notify the Missouri Department of Revenue that it will participate in the holiday and provide a copy of the ordinance to that effect no later than March 5, 2019.

The ordinance must also clearly state whether the City is choosing to participate solely in the 2019 Show Me Green Sales Tax Holiday or if it is choosing to participate in perpetuity.

Alternative ordinances have been prepared for Council consideration, committing the City to participate in 2019 only or in perpetuity.

BILL 3427A

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, COMMITTING THE CITY OF RAYMORE TO PARTICIPATE IN THE SHOW ME GREEN SALES TAX HOLIDAY IN 2019 ONLY.”

WHEREAS, Senate Bill 1181, enacted by the General Assembly in 2008, established the Show Me Green Sales Tax Holiday in Section 144.526, RSMo; and

WHEREAS, the Show Me Green Sales Tax Holiday exempts the sale of certain Energy Star certified appliances from State tax and takes place annually April 19-25; and

WHEREAS, municipalities may participate in the holiday and allow City sales tax from the sale of these items to be exempted; and

WHEREAS, in order to participate in the Show Me Green Sales Tax Holiday, the City must notify the Missouri Department of Revenue that it will participate in the holiday and provide a copy of the Ordinance to that effect no later than March 5, 2019; and

WHEREAS, the City must decide if it wishes to participate in 2019 only or in perpetuity; and

WHEREAS, it is the desire of the Raymore City Council that it commit to participating only in 2019, and reserve the decision as to participate in future years.

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

Section 1. The City of Raymore shall participate in the Show Me Green Sales Tax Holiday in 2019 only.

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF JANUARY, 2019.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 11TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

BILL 3427B

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI COMMITTING THE CITY OF RAYMORE TO PARTICIPATE IN THE SHOW ME GREEN SALES TAX HOLIDAY IN PERPETUITY.”

WHEREAS, Senate Bill 1181, enacted by the General Assembly in 2008, established the Show Me Green Sales Tax Holiday in Section 144.526, RSMo; and

WHEREAS, the Show Me Green Sales Tax Holiday exempts the sale of certain Energy Star certified appliances from State tax and takes place annually April 19-25; and

WHEREAS, municipalities may participate in the holiday and allow City sales tax from the sale of these items to be exempted; and

WHEREAS, in order to participate in the Show Me Green Sales Tax Holiday, the City must notify the Missouri Department of Revenue that it will participate in the holiday and provide a copy of the Ordinance to that effect no later than March 5, 2019; and

WHEREAS, it is the desire of the Raymore City Council that it commit to participating in perpetuity.

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

Section 1. The City of Raymore shall participate in the Show Me Green Sales Tax Holiday in perpetuity.

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 28, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

- | | | | |
|------------------------------------|--|---------------------------------------|---|
| <input type="checkbox"/> Ordinance | <input checked="" 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

Res 19-04: Request to extend expiration date of The Estates preliminary plat

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Approval of a one year extension

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Request Letter
Approved Preliminary Plat

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Preliminary Plat for The Estates and Estate Villas of The Good Ranch was originally approved by City Council on February 12, 2007. In 2017 Council extended the expiration date until February 12, 2019.

The developer continues to pursue development options for the property. The adoption of the Master Development Agreement includes provisions that ensure the development will provide for adequate stormwater control and treatment.

If the request for a two-year extension is granted, the new expiration date of the preliminary plat would be February 12, 2021.

RESOLUTION 19-04

"A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE EXTENSION OF THE PRELIMINARY PLAT FOR THE ESTATES AND ESTATE VILLAS OF THE GOOD RANCH, LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 29 AND PART OF THE NORTH HALF OF SECTION 28, TOWNSHIP 46N, RANGE 32W, ALL IN RAYMORE, CASS COUNTY, MISSOURI"

WHEREAS, The Estates and Estate Villas of The Good Ranch Preliminary Plat was initially approved by the Raymore City Council on February 12, 2007; and

WHEREAS, Section 470.130E of the Unified Development Code requires that a final plat application be submitted within one (1) year of approval of the Preliminary Plat; and

WHEREAS, Council most recently granted an extension of the expiration date of the preliminary plat to February 12, 2019; and

WHEREAS, the developer of The Estates and Estate Villas of The Good Ranch is hereby requesting a two (2) year extension to the expiration date of the Preliminary Plat; and

WHEREAS, as required by Section 470.110 (C) (9), City Council has determined that the extension request was made prior to the expiration date of the preliminary plat and the plat remains unchanged from its last acceptance.

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

Section 1. The expiration date of the Estates and Estate Villas of The Good Ranch Preliminary Plat is hereby extended for a period of two (2) years, with a new expiration date of February 12, 2021.

Section 2. This Resolution shall become effective on and after the date of passage and approval.

Section 3. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RANDAL J. LEIMER, ESQ.
EXECUTIVE VICE PRESIDENT AND GENERAL COUNSEL
rjleimer@greatplainsdevelopments.com

January 14, 2019

VIA EMAIL

Mr. James Cadoret, AICP
Community Development Director
City of Raymore
100 Municipal Circle
Raymore, MO 64083

Re: Preliminary Plat & Master Development Agreement for The Estates and Estate Villas of The Good Ranch, Raymore, Missouri

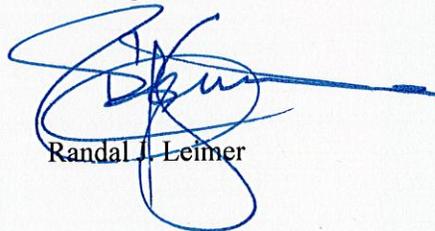
Dear Mr. Cadoret:

Please consider this our formal request for a two year extension of the Preliminary Plat for the above Subdivision, which is set to expire February 11, 2019. This request includes the extension of the Master Development Agreement dated April 14, 2014, together with the respective rights and benefits thereunder.

In the last 18 months, conditions for single family development in this area have improved significantly. We are optimistic that within this two year extension period, Great Plains Developments will be in a position to facilitate the commencement of activity at this location.

If you have further questions or needs, do not hesitate to contact us.

Best regards,



Randal J. Leimer

RJL/jcw
17.054



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 28, 2019

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3426 - On-Call Materials Testing Services

STRATEGIC PLAN GOAL/STRATEGY

4.1 Provide Exceptional Service

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City's Public Works Department has an occasional need for professional materials testing and geo-technical services.

The FY2019/2020 Capital Budget includes several projects for which this task would be required such as the Owen-Good Force Main Replacement and Harold Estates Sanitary Sewer Extension.

In accordance with the City's Purchasing Policy a Request for Qualifications was issued to Material Testing firms. Eight (8) firms submitted a response to our Request for Qualifications as follows:

- Geotechnology Inc.
- Braun Intertec
- Geosource
- Intertek PSI
- Kaw Valley Engineering, Inc.
- Kruger Technologies, Inc.
- Olsson Associates
- Terracon

Staff will negotiate the scope of services required for a project on a case-by-case basis based on the fixed pricing as attached.

Staff has reviewed the statement of qualifications submitted and recommends the City retain the services of Geotechnology, Inc to provide on-call Materials Testing Services for a three year period.

BILL 3426

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GEOTECHNOLOGY INC TO PROVIDE ON-CALL MATERIALS TESTING SERVICES.”

WHEREAS, the City has occasional needs for professional materials testing services; and

WHEREAS, the staff publicly advertised for On-Call Materials Testing Services; and

WHEREAS, staff reviewed the proposals submitted and found that the proposal of Geotechnology, Inc was the best of the proposals submitted.

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

Section 1. The City Manager is hereby directed to enter into a guaranteed pricing contract with Geotechnology Inc to provide On-Call Materials Testing Services.

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

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

Jean Woerner, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

ON CALL MATERIAL TESTING

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 11th day of February, 2019 between Geotechnology Inc., an entity organized and existing under the laws of the State of Kansas, with its principal office located at 5055 Antioch Road, Overland Park, Kansas 66203, hereafter referred to as the **Consultant**, 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 February 11, 2019 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

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #18-011 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. Consultant 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 RFQu #18-011 including insurance 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

This contract is for services provided in a one year period beginning March 1, 2019 and ending February 28, 2020. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

Payment and Fee Schedules to be attached.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Consultant for the completed work as follows:

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Consultant's work. The City will be the sole judge as to the sufficiency of the work performed. A 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

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

ARTICLE VI RESPONSIBILITIES

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

The Consultant'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 Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Consultant 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.

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

Consultant 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. Consultant shall bear the cost of any permits which he is obligated to secure. Consultant will also ensure any sub-Consultants hired will obtain the necessary licenses and permits as required.

Consultant 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. Consultant agrees to ensure sub-Consultants and their employees comply with all applicable laws and regulations aforementioned.

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

ARTICLE VII 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 e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

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

ARTICLE VIII ARBITRATION

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

ARTICLE IX WARRANTY

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

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the consultant 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 XI
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant 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.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

GEOTECHNOLOGY INC.

By: _____

Title: _____

Attest: _____

Appendix A

Scope of Services

The actual 'scope of services' will be finalized during negotiations with the selected firm.

Appendix B General Terms and Conditions

A. Procedures

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

B. Contract Period

This contract is for services provided in a one year period beginning March 1, 2019 and ending February 28, 2019. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. Insurance

The Consultant shall procure, maintain, and provide proof of, insurance coverage's 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 Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. Hold Harmless Clause

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

E. Exemption from Taxes

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

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

During the performance of a contract, the Consultant 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 Consultant; 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 Consultant, 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 Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub consultant or vendor used by the Consultant.

G. *Invoicing and Payment*

The Consultant shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

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 Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Consultant 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 Consultant within thirty (30) days of receipt of the claim.

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

The Consultant 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 Consultant 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 Consultant at the Consultant'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 Consultant shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Permits*

The successful Consultant shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Business License" required of all vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. *Release of Information*

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

Q. Rejection of Bids

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

R. Affidavit of Work Authorization and Documentation:

Pursuant to 285.530 RSMo, the consultant 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.

AFFIDAVIT

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

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

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

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

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

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

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

Name/Consultant: Frank Callanan

Company: Geotechnology, Inc.

Address: 5055 Antioch Road, Overland Park, Kansas 66203

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #18-011
- 3 Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Consultant's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Geotechnology, Inc.

Frank Callanan
Signature

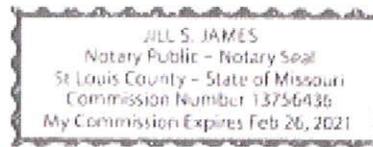
Name: Frank Callanan

Title: Vice President

Subscribed and sworn to before me this 5 day of October, 2018.

STATE OF Missouri COUNTY OF St. Louis

Notary Public: Jill S. James



My Commission Expires: 2-26-21

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

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

QUALIFICATION FORM A

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Geotechnology, Inc.

ADDRESS: 11816 Lackland Road, Suite 150
Street

ADDRESS: St. Louis MO 63146
City State Zip

PHONE: 314-997-7440

E-MAIL: fcallanan@geotechnology.com

DATE: 10-5-2018
(Month-Day-Year)

 Vice President
Signature of Officer/Title

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

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:
 MBE (Minority Owned Enterprise)
 WBE (Women Owned Enterprise)
 Small Business

QUALIFICATION FORM B

DISCLOSURES

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

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

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

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm in the past 48 months?

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

QUALIFICATION

Answer to Form B, Question 2

Because of certain safety metrics associated with the 2017 calendar year, Geotechnology has not met safety prequalification thresholds for a very small number of private enterprises.

QUALITY

INTEGRITY

RESPONSIVENESS

PARTNERSHIP

OPPORTUNITY

SAFETY

St. Louis, MO | Erlanger, KY | Memphis, TN
Overland Park, KS | Cincinnati, OH | Fairview Heights, IL | Lexington, KY
Dayton, OH | Oxford, MS | Jonesboro, AR





2018 SCHEDULE OF FIELD AND LABORATORY SERVICES AND FEES
CONSTRUCTION MATERIALS TESTING
KANSAS CITY

TERMS: Services are provided in accordance with Geotechnology's Terms. A signed copy of the Terms must be on file with Geotechnology prior to performance of services and will apply to all services on all projects until such time as the Terms are reissued or withdrawn. Rates given on this Fee Schedule are for work performed through the 2018 calendar year. **Time and mileage charges are portal to portal. Overtime rates for each category will be invoiced at 1.5 times the hourly rates listed. Overtime will be charged for each hour in excess of 8 hours per day on weekdays, each hour worked on weekends and holidays, and all second and third shift work. Personnel services conducted in the field are subject to a 3-hour minimum (cylinder/sample pick-ups have a 1-hour minimum) charge. Project management/administration costs are typically 15 to 18 percent of field services. A minimum of 8 hours per shift will be charged per employee for all second and third shift work.**

FIELD SERVICES AND SPECIAL INSPECTIONS

	<u>Hourly Rates</u>
Soils, Concrete, Asphaltic Concrete	\$51.00
Foundation Subgrade and Coring Services	\$56.00
Masonry, PT Stressing, Modular Retaining Wall and Floor Flatness	\$60.00
Structural Steel Observation, EIFS, Fireproofing, Roofing	\$80.00

OFFICE / PROFESSIONAL SERVICES

Staff Engineer	\$90.00
Field Engineer	\$75.00
Project Manager	\$110.00
Principal Engineer	\$135.00
Principal	\$160.00
CADD Operator	\$70.00
Project Administrator/Word Processor	\$50.00

Vehicle Trip Charges (Based on distance from our office to project site.)

Zone 6 – 26 to 30 miles	\$57.75 per trip
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Equipment Charges

Equipment, per unit (UT, MT, PT, Skidmore, Rebound Hammer, Torque Wrench, Pachometer)	\$30.00 per day
Nuclear Densometer	\$30.00 per day
Asphalt and Concrete Coring (includes bit wear and coring machine)	\$150.00 per day

Material Charges

Patching Core Holes	\$18.00 each
---------------------	--------------

LABORATORY SERVICES

FEES: Laboratory testing services are conducted in general accordance with the referenced standard unless requested otherwise. Laboratory testing prices include electronic delivery, and may include data reduction and plotting. Unless indicated in our proposal, additional charges are applicable for sample storage, materials that required unusual sample handling, or non-standard reporting. Laboratory tests performed on weekends or holidays will be charged at 150% of listed price.

Aggregate Quality Tests (Concrete and Asphalt)

Sieve Analysis, ASTM C 136 and ASTM C 117	\$90.00 each
>1" Particle Sieve Analysis	\$150.00 each
Material Finer than No. 200 Sieve, ASTM C 117	\$55.00 each
Organic Impurities in Fine Aggregate, ASTM C 40	\$60.00 each
Light Weight Particles, Coarse, ASTM C 123	\$245.00 each
Light Weight Particles, Fine, ASTM C 123	\$160.00 each
Clay Lumps and Friable Particles, ASTM C 142	\$60.00 each
Void Content of Fine Aggregate, AASHTO T-304	\$100.00 each
Plastic Fines in Fine Aggregate (Sand Equivalency), AASHTO T-175	\$100.00 each
Fractured Particles in Coarse Aggregate, ASTM D 5821	\$90.00 each
Flat and Elongated Particles, ASTM D 4791	\$240.00 each
Flat and Elongated Particles, KDOT, KT-59	\$210.00 each
Thin or Elongated Particles, MoDOT, ASTM D 4791	\$120.00 each
Chert Content Soft/Hard	\$135.00 each

Asphaltic Concrete Laboratory Tests

Marshall Tests, with Stability and Flow, ASTM D 6926 and ASTM D 6927	\$215.00 each
Marshall Density Only, Set of 3 pills ASTM D 6926	\$185.00 each
Extraction/Gradation, ASTM D 2172 and ASTM D 5444	\$220.00 each
Theoretical Maximum Specific Gravity, ASTM D 2041	\$90.00 each
Unit Density of Cores, ASTM D 2726	\$40.00 each
Gyratory Compaction, ASTM D 6925	\$270.00 each

Concrete Laboratory Tests

Compressive Strength of Cylinders, ASTM C 39 (cast by Geotechnology)	\$18.00 each
Compressive Strength of Cylinders, ASTM C 39 (cast by others)	\$30.00 each
Compressive Strength of Concrete Cores, with Density ASTM C 42	\$45.00 each
Flexural Strength of Concrete Beams, ASTM C 78	\$40.00 each
Trim Irregular Cylinders	\$15.00 each
Trim Irregular Cores	\$30.00 each
Concrete Core Density	\$15.00 each
Concrete Pavement Thickness, ASTM C 174	\$25.00 each

Spares are automatically discarded if the 28-day tests are acceptable, unless we are instructed otherwise in writing.

Masonry/Mortar/Grout Tests

Compressive Strength of Masonry Mortar, ASTM C 780	\$25.00 each
Compressive Strength of Grout Prisms, ASTM C 1019	\$35.00 each
Compressive Strength of Block, ASTM C 140	\$120.00 per set
Absorption of Block, ASTM C140	\$120.00 per set
Compressive Strength and Absorption of Block, ASTM C140	\$200.00 set of 3
Compressive Strength of Grouted Masonry Prism, ASTM C 1314	\$120.00 each
Compressive Strength of Hollow Masonry Prism, ASTM C1314*	\$80.00 each
<i>*Requires Absorption of Block</i>	
Compressive Strength of Grout Cubes	\$25.00 each

Soils Laboratory Tests

Index Tests

Atterberg Limits, ASTM D 4318	
One-point method	\$65.00 each
Moisture Content, ASTM D 2216	\$6.00 each
Organic Content by Ignition, ASTM D 2974	\$55.00 each
Resistivity, ASTM G 57	\$175.00 each

City of Raymore, Missouri
October 10, 2018
Page 3

P033275.01

Grain Size Distribution

Washed Sieve Analysis, ASTM C 136 and ASTM C 117 \$90.00 each
Hydrometer Test, ASTM D 422 \$170.00 each
Material Finer than No. 200 Sieve, ASTM C 117 \$55.00 each

Natural Density

Determine unit weight of specimens sampled by Shelby tube or drive tube \$30.00 each
Determine unit weight of irregular shaped specimen (waxed method) \$80.00 each

Laboratory Compaction Tests

Standard Proctor, Soil, 4" ASTM D 698 \$185.00 each
Standard Proctor, Rock, 6" ASTM D 698 \$210.00 each
Admixture Surcharge \$45.00 each

Unconfined Compression, ASTM D 2166

Without stress vs. strain plot \$65.00 each
Remolded sample, additional \$65.00 each

Direct Shear Tests, ASTM D 3080

Drained test on cohesive soil \$840.00 each
Drained test on cohesionless soil (tests include 3 points) \$470.00 each
Remolded sample, additional \$65.00 per Set

Triaxial Compression Tests (per point)

Unconsolidated-Undrained (Q test, ASTM D 2850) \$95.00 each
Consolidated-Undrained with back pressure saturation to 0.9 and pore pressure measurements (R test, ASTM D 4767) \$300.00 each
Consolidated-Drained with back pressure saturation to 0.9 and pore pressure measurements (S test, EM 1110-2-1906) \$300.00 each
Note: Includes Mohr circles and stress vs. strain or P-Q plots (Maximum cell pressure 125 psi)
Multiple stage tests: additional confining pressure \$190.00 each
Remolded sample, additional \$65.00 each

Falling Head Permeability Test, ASTM D 5084

Shelby tube sample \$285.00 each
Remolded sample, additional \$65.00 each

Consolidation Test

Incremental – ASTM D 2435 with 8 load & 3 unload increments and e-log P plot \$355.00 each
Incremental – ASTM D 2435 with Burmeister loop and e-log plot \$450.00 each
Note: Maximum pressure is 20 tsf.

Swell and Swell Pressure Tests ASTM D4546

Free swell Method A \$440.00 each
Free swell Method B \$200.00 each
Free swell Method C \$160.00 each

California Bearing Ratio, ASTM D 1883

One point at specified density and moisture \$185.00 each

Rock Mechanics

Unconfined compression
Without stress vs. strain plot \$80.00 each
Preparation of NX core sample, including cutting and surface grinding, if required \$60.00 each



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 28, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

<input 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 3428 - Park House Demolition project

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.2.1: Create a physical environment that inspires a sense of pride

FINANCIAL IMPACT

Award To:	Tasco LLC
Amount of Request/Contract:	\$18,800
Amount Budgeted:	\$210,000
Funding Source/Account#:	Fund 47 Park Sales Tax Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	January 22, 2019
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project will demolish the Park House at Recreation Park.

Staff received the following bids for the Park House Demolition Project on December 20, 2018:

Tasco LLC	\$18,800
Earthworks Excavation & Associates LLC	\$21,600
Padgett Brothers Excavation LLC	\$35,000

Staff recommends the contract for the Park House Demolition Project to be awarded to Tasco LLC.

BILL 3428

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TASCO LLC FOR THE PARK HOUSE DEMOLITION, CITY PROJECT NUMBER 19-318-201, IN THE AMOUNT OF \$18,800.”

WHEREAS, the 2019 Capital Improvement Projects budget included the demolition of the Park House; and

WHEREAS, staff received bids for the Park House Demolition on December 20, 2018, and determined Tasco LLC to be the lowest and best bidder; and

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$18,800 with Tasco LLC, attached as Exhibit A, for the Park House Demolition project.

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

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

DEMOLITION OF THE PARK HOUSE FACILITY

Agreement made this 11th day of February, 2019, between Tasco, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 39060 E. 79th St., Kingsville, MO 64061, 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 February 11, 2019 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 19-318-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 90 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$18,800.00.

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

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, tool, 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 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 to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor 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 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 type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site 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 his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 25) if project is \$75,000 and up. 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 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 e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor 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 2016 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 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 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: _____
Jean Woerner, City Clerk

(SEAL)

TASCO, LLC

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

DEMOLITION OF THE PARK HOUSE FACILITY

I. GENERAL:

The City of Raymore will receive proposals from qualified firms to provide demolition services of the building located at 909 South Madison Street in the City of Raymore.

The City's primary objective is the removal of the entire structure, foundation and other debris from the site. The City is interested in proposals that recycle some portion or all of the debris material. The City appreciates the Bidders expertise and capabilities and will entertain a variety of debris disposal options.

The property consists of one (1) ranch style house with basement foundation, a cistern for water storage (no longer in use) and large wooden deck. The structure also includes a concrete slab under the converted two car garage and full basement. (See property photographs). The main building was constructed in the 1970's.

A Pre-Demolition Assessment of the property was completed in September 2018. All hazardous materials have been removed.

Utilities that include water, sewer and electrical are to be stubbed and readied for attachment to a future picnic shelter facility.

Removal of the propane tank is the responsibility of Ferrell Gas Company and will be coordinated by the Owner.

II. SCOPE OF SERVICES:

Demolition Requirements:

The demolition requirements under this contract shall consist of the following:

1. The Contractor shall use the methods of demolition required to complete the work in accordance with all codes, ordinances and requirements of governing authorities. Demolition practice shall be acceptable to the City, shall ensure the safety of persons and equipment and provide adequate protection of the environment. The Contractor shall schedule demolition activities to minimize delays, storage of debris, and construction traffic on-site.
2. Contractor shall install temporary chain link fencing around the perimeter of the site.

3. All trees on the property and connecting lots are to be fenced off from the demolition of the buildings as determined in the field by the City Arborist. No pruning of trees shall take place without prior approval of the City Arborist. If there is an issue, this must be discussed with the City Arborist and approved prior to demolition.
4. Demolition and removal of all structures and debris on the site.
5. Complete removal of all other walls, partition walls, beams, other projections, footings, foundations, pavement, other miscellaneous appurtenance, construction material, trash, fencing, etc.
6. Removal from the building of all piping, other fixtures, and all wood, rubbish, or other debris.
7. Contractor shall recycle as much demolition debris as practical. All materials that are recyclable and/or salvageable shall be the property of the Contractor. All debris from the demolition and property must be removed and disposed of at an approved landfill.
8. The Contractor shall take whatever steps necessary to control dust during demolition and removal. The Contractor will monitor the haul road for debris. Contractor and City must agree to the most appropriate haul route.
9. Minimize vehicle speed while traveling through the City.
10. Prevent track-out of mud on to public streets.
11. SWPPP Requirements: Contractor shall complete a Stormwater Pollution Prevention Plan (SWPPP) including all necessary Mo DNR forms (found on the web at: <http://www.dnr.mo.gov/env/wpp/stormwater/sw-land-disturb-permits.htm>). Once completed, the City of Raymore will sign and submit the application for a Land Disturbance Permit. The Contractor shall ensure that all erosion and sediment control is maintained and kept in good working condition per the SWPPP and Section 5100 of the Kansas City Metropolitan Chapter of APWA.
12. To the extent practical, minimize work during periods of high winds.
13. Burning of demolition debris is not permitted on site.
14. Avoid or minimize street closures or blockage during construction to avoid impact to emergency response times.
15. All utility services shall be temporarily interrupted by capping utilities off until the new project begins. Contractor will coordinate with the City of any utility services.
16. Required permits for demolition shall be obtained at the City of Raymore, 816-331-0488.

Backfill Requirements:

1. Upon completion of demolition, sufficient filling and grading shall be done. All below grade areas shall be filled. Where sloped grade or open areas are to remain unfilled for more than 24 hours, the Contractor will be required to encircle the open area by a standard fence, or equal type of fencing, for safety reasons.

2. Contractor shall provide adequate clean fill material to fill any voids created by the demolition.
3. Contractor shall level and compact all clean fill returned to site location.
4. All rubbish, non-usable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the City's Project Manager.
5. The backfill material will be compacted to a density of 90% T-99 Designation or appropriate materials based on the Contractor's proposal.
6. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites, placement of temporary seeding in accordance with the SWPP. **No seeding will be placed without grading approval of the project manager.** All seeding shall be equivalent to the Sentinel CPO Turf Type Tall Fescue Blend subject to approval of the City.

III. GENERAL TERMS/REQUIREMENTS:

1. *Construction Scheduling:* Weather permitting, the time difference between removal operation and the replacement material shall not exceed more than two (2) months. The Project Manager must approve any changes.
2. Contractor and/or its sub-contractors will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
3. Contractor will be responsible for providing personnel, equipment, materials, sub-contractors, professional services, and other items required to provide the forgoing at his expense.
4. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
5. *Mobilization, Bonds, and Insurance:* Mobilization shall be included as a lump sum bid for mobilization in the contract bid documents, and to establish a uniform method of payment based on the amount of work completed. The following table shall be used to establish the payment distribution for this item:

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

IV. PROTECTION OF PUBLIC & PRIVATE PROPERTY:

1. *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the Contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
2. *Pavement Protection:* Whenever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement including current parking lots and then entrance drive. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced per City specifications.
3. *Tree Protection:* Whenever the work is near existing trees on the property and connecting lots, which are to be retained, trees are to be fenced off as determined by the City Arborist. The Contractor shall use utmost care not to damage or destroy any existing trees. Any trees damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced monetarily with an amount as recommended by Arboriculture industry standards provided by the Missouri Urban Forester through the Missouri Department of Conservation.
4. *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees and underground utilities adjacent to construction site. The Contractor shall be responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, cause by him or his Sub-Contractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

If you have any questions, please contact Steve Rulo at 16-322-2791.

V. PROJECT MANAGER

The Director of Parks and Recreation or his/her designee shall be the Project Manager for this project.

VI. PROJECT AWARD:

Project Award: Award of the project will be made based upon the lowest best and most responsive proposal received with all qualifications as required in General Conditions. The contractor shall take special consideration of the "Information for Bidder" section of the project contract documents.

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

VII. PROJECT COMPLETION AND SCHEDULE

All work shall be completed within **90** Calendar Days from the date of the *Notice to Proceed*.

VIII. MEASUREMENT

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.

This is a unit price contract. Partial payment will be made at monthly intervals based on the work completed during the period. A 5% retainage will be held per invoice submitted and will be paid in whole upon City Council acceptance of the project.

Vendors are encouraged to measure all work and job site areas to ensure accuracy and totals. Measurements listed within the scope are approximate and provided only for reference.

ADDITIONAL BIDDING INFORMATION

1. Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-318-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of February, 2019.

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 vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 25 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the 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 25). 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*

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

Certificate copies must be submitted with the RFP, if 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 the 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 any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, 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 any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, 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 repairs 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 any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, 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 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 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 19-318-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: TASCO LLC

ADDRESS: 39060 E 179th St
Street

ADDRESS: Kingsville MO 64061
City State Zip

PHONE: 816-269-9507

E-MAIL: tascollc2016@yahoo.com

DATE: 12-19-2018 Raymond / Vice President
(Month-Day-Year) Signature of Officer/Title

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

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

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

PROPOSAL FORM B
RFP 19-318-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 19-318-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

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

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

COMPANY NAME	City of Raymore
ADDRESS	100 Municipal Cir. Raymore MO 64083
CONTACT PERSON	Phil Becker
CONTACT EMAIL	JBecker@raymore.com
TELEPHONE NUMBER	816-648-6785
PROJECT, AMOUNT AND DATE COMPLETED	\$ 299,350. ⁰⁰ 155th St Culvert Sept. 2016

COMPANY NAME	Osceola City MO
ADDRESS	210 Olive St. Osceola MO 64776
CONTACT PERSON	Rob Hechenlively
CONTACT EMAIL	mayor@cityofosceola.com
TELEPHONE NUMBER	417-646-8421
PROJECT, AMOUNT AND DATE COMPLETED	Osceola Boat Ramps 130,000. ⁰⁰ 12-15-17

COMPANY NAME	Pleasant Hill R-III School District
ADDRESS	318 Cedar St, Pleasant Hill MO 64080
CONTACT PERSON	Jerry Johnson
CONTACT EMAIL	Gerald.Johnson@SKW-inc.com
TELEPHONE NUMBER	816-813-4040
PROJECT, AMOUNT AND DATE COMPLETED	Primary School Parking Lot Improvements July 20, 2016 \$154,807.50

COMPANY NAME	Pleasant Hill R-III School District
ADDRESS	318 Cedar St. Pleasant Hill MO 64080
CONTACT PERSON	Jerry Johnson
CONTACT EMAIL	Gerald.Johnson@SKW-inc.com
TELEPHONE NUMBER	816-813-4040
PROJECT, AMOUNT AND DATE COMPLETED	Sewer System Improvements Primary School \$126,293.45 June 24, 2016

COMPANY NAME	MODOT
ADDRESS	1600 NE Culbert Rd, Lee's Summit MO
CONTACT PERSON	Chad Baldwin
CONTACT EMAIL	Chad.baldwin@modot.mo.gov
TELEPHONE NUMBER	816-315-7066
PROJECT, AMOUNT AND DATE COMPLETED	Slide Repair \$334,835.76 Nov. 21, 2018

State the number of Years in Business: 3

State the current number of personnel on staff: 4

PROPOSAL FORM D
RFP 19-318-201

Proposal of Tasco LLC, organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as LLC (*)
Individual

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-318-201- Park House Demolition.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

BID PROPOSAL FORM E – Project No. 19-318-201

DEMOLITION OF THE PARK HOUSE FACILITY

Base Bid \$ 18,800

Recycling Credit \$ ϕ

Final Bid: \$ 18,000

**Total Base Bid for Project
Number: 19-318-201**

\$ 18,800
In blank above insert numbers for the sum of the bid.

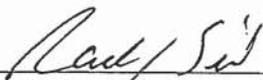
(\$ eighteen thousand eight hundred dollars)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 19-318-201
CONTINUED**

The undersigned is familiar with the conditions surrounding this project and is aware that the City of Raymore reserves the right to reject any or all bids, and is submitting this bid without collusion with any other person, individual or corporation.

Company Name Tasco LLC

By 
Authorized Person's Signature

Randy Seid Vice President
Print or type name and title of signer

Company Address 39060 E 179th St
Kingsville mo 64061

Phone 816-269-9507

Fax

Email tascolc2016@yahoo.com

Date 12-19-2018

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No.

Addendum No.

Addendum No.

Addendum No.

Addendum No.

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

Demolition of Park House Facility
Project #19-318-201

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - Addition of Specification

1. Contractor will remove and dispose of two football goal posts located approximately 1100 feet south of the Park House property. Exact location is between the park entrance drive and the skate park. The goal posts consist of a galvanized base and steel uprights. Contractor will cut and remove the base between 18 and 24 inches below the surface. Surface will be back-filled to grade with seed and straw. Contractor is responsible for repairing any damage to park property during the removal process.

Companies that attended pre-bids were:

Earthworks Excavation
Finished Works
Tasco LLC

Padgett Brothers Excavation
Kaw Valley Companies

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by e-mail at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after December 17, 2018 at 5 p.m.

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

Company Name: Tasco LLC

By: Randy Seid

Title: Vice President

Address: 39060 E High St

City, State, Zip: Kingsville, MO, 64061

Date: 12-19-2018 Phone: 816-269-9507

Signature of Bidder: Randy Seid

AFFIDAVIT

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

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

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

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

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

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

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

Name/Contractor: Randy Surt

Company: TASCO LLC

Address: 39060 E 179th Kingsville mo 64001

- 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 # 19-318-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Tasco LLC
Company Name

Randy Seid
Signature

Name: Randy Seid

Title: Vice President

CAITLIN WEST
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES 5/10/2020
COMMISSION # 16746874

STATE OF Missouri COUNTY OF Cass

Subscribed and sworn to before me this 19th day of December, 2018.

Notary Public: [Signature]

My Commission Expires: 5/10/2020 Commission # 16746874

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: 943293

Approved by:

Employer tascolc	
Name (Please Type or Print) tony p shore	Title
Signature Electronically Signed	Date 02/03/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/05/2016



Company ID Number: 943293

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	tascollc
Company Facility Address	39060 e 179th st kingsville, MO 64061
Company Alternate Address	
County or Parish	CASS
Employer Identification Number	811154784
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1



Company ID Number: 943293

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 28, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

<input 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 3429 - Recreation Park Ballfield Lighting project

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.1.4: Promote and develop signature events and amenities.

FINANCIAL IMPACT

Award To:	Brandy Electric, Inc.
Amount of Request/Contract:	\$89,950
Amount Budgeted:	\$90,000
Funding Source/Account#:	Fund 47 Park Sales Tax Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	January 22, 2019
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Currently, fields #1 and #2 at Recreation Park are the only fields at the baseball/softball complex without lights to accommodate night games and tournament play. This project will install Musco lighting on those fields.

Staff received the following bids on December 5, 2018:

Brandy Electric, Inc.	\$89,950
Allegiant Electric Company	Unresponsive

Staff recommends the contract for the Recreation Park Ballfield Lighting Project to be awarded to Brandy Electric, Inc. in the amount of \$89,950.

BILL 3429

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRANDY ELECTRIC INC. FOR THE RECREATION PARK BALLFIELD LIGHTS, CITY PROJECT NUMBER 19-317-201, IN THE AMOUNT OF \$89,950.”

WHEREAS, the Recreation Park Ballfield Lights Project was included in the 2019 capital budget; and

WHEREAS, staff received bids for this project on December 5, 2018 and determined Brandy Electric to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the negotiated amount of \$89,950 with Brandy Electric Inc., for the Recreation Park Ballfield Lights project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

RECREATION PARK BALLFIELD LIGHTS

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 11th day of February, 2019, between Brandy Electric, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 500 SW Gull Point Ct, Lee's Summit, MO 64082, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of February 11, 2019 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 19-317-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 90 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$89,950.00.

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

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, tool, 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 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 to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor 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 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 type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 25) if project is \$75,000 and up. 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 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 e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor 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 2016 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 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 employees 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 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: _____
Jean Woerner, City Clerk

(SEAL)

BRANDY ELECTRIC, INC.

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

RECREATION PARK BALLFIELD LIGHTS

- I. **BACKGROUND:** Raymore Recreation Park located at 1011 S Madison St, Raymore, MO is a destination park and multi-use sports complex that is home to Raymore baseball/softball complex. The complex has a total of six fields; four of the fields currently have lights and two fields used for younger age divisions do not have lights. This complex is used from April through October for practices, leagues and tournaments. Current lighting on fields 3, 4, 5 and 6 are Musco lighting installed in 2001.

- II. **PROJECT SUMMARY:** The project is to install Musco athletic field lighting on fields 1 and 2. The City is requesting two proposals and will select the best proposal based on product, warranty and budget constraints.

- III. **SCOPE OF SERVICES:**
 - A. **Green Generation Lighting, HID fixtures with Constant 10 year Warranty**
 1. Contractor will install Musco's Light-Structure System with Generation Lighting HID/metal halide fixtures.
 2. This system will include galvanized steel poles, precast concrete foundation, Green Generation Lighting HID/metal halide fixtures, pole length wire harnesses, and electrical components enclosures.
 3. This system should also include a Musco's Constant 10 year warranty for HID including all maintenance costs, parts and labor for the entire warranty period.

- IV. **SPECIFICATIONS WHICH APPLY:** The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, October 2001 and subsequent revisions. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall be take precedence for construction. *Where the standards are in conflict, the more stringent criteria shall apply.*

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

V. GENERAL TERMS/REQUIREMENTS:

- A. Contractor and/or its sub-contractors will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- B. Contractor will be responsible for providing personnel, equipment, materials, sub-contractors, professional services, and other items required to provide the forgoing at his expense.
- C. Site Restoration / Protection
 - 1. Contractor will take any means necessary to protect the trails and pedestrian walkways within or near the project area. Any damage shall be repaired or replaced to equal or better condition.
 - 2. Contractor will replace or repair any damage incurred to the ballfield fences, backstops, shade structures and/or any fixed asset near the project area during the project period.
 - 3. Contractor will seed drill tall turf type fescue approved by Parks personnel or follow APWA specifications section 2400 for Type A seed in all areas of disturbance.
 - 4. Acceptance of this project is subsidiary or incidental to the other projects identified and release of final payment will not occur until vegetation is established or mandatory repairs are complete.
- D. Mobilization, Bonds, and Insurance: Mobilization shall be included as a lump sum bid for mobilization in the contract bid documents, and to establish a uniform method of payment based on the amount of work completed. The following table shall be used to establish the payment distribution for this item:

Payment Percentage	Percentage of Original Contract Earned
25%	5%
50%	10%
75%	25%
100%	50%

VI. PROJECT MANAGER

The Director of Parks and Recreation or his/her designee shall be the Project Manager for this project

VII. PROJECT AWARD:

Project Award: Award of the project will be made based upon the lowest best and most responsive proposal received with all qualifications as required

in General Conditions. The contractor shall take special consideration of the "Information for Bidder" section of the project contract documents.

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

VIII. PROJECT COMPLETION AND SCHEDULE

All work shall be completed within 90 Calendar Days from the date of the *Notice to Proceed*.

The contractor must work with the owner to create a work schedule accommodating any programs, leagues or tournaments held at Recreation Park. All construction/installation must work around any programs, leagues or tournaments. It is the desire of the City to have the new lighting system fully functional prior to the 2019 Youth Baseball/Softball season.

IX. MEASUREMENT

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.

This is a unit price contract. Partial payment will be made at monthly intervals based on the work completed during the period. A 5% retainage will be held per invoice submitted and will be paid in whole upon City Council acceptance of the project.

Vendors are encouraged to measure all work and job site areas to ensure accuracy and totals. Measurements listed within the scope are approximate and provided only for reference.

X. ADDITIONAL INFORMATION

A. Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-317-201

Appendix B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of Parks 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 February, 2019.

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 vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 25 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the 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 25). 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*

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

Certificate copies must be submitted with the RFP, if 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 the 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 any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, 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 any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, 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 repairs 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 any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, 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 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 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 19-317-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Brandy Electric, Inc.

ADDRESS: 500 SW Gull Point Ct.
Street

ADDRESS: Lee's Summit, Mo. 64082
City State Zip

PHONE: 816-346-0090

E-MAIL: brandyelectric@comcast.net

DATE: 12-4-2018
(Month-Day-Year)

Terri Asher, Pres.
Signature of Officer/Title

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 19-317-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 19-317-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

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

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

COMPANY NAME	Mid - America Golf/Sports Const.
ADDRESS	1621 SE Summit, LS. MO. 64081
CONTACT PERSON	Jeff Porter
CONTACT EMAIL	jporter@mid-america-golf.com
TELEPHONE NUMBER	816-524-0010
PROJECT, AMOUNT AND DATE COMPLETED	East HS. Athletic Field Lighting \$465,639.98 Dec. 2018

COMPANY NAME	National Streetscape Const
ADDRESS	1402 B. SW Hwy 40 Blue Springs
CONTACT PERSON	Kevin
CONTACT EMAIL	ntl.streetscape@gmail.com
TELEPHONE NUMBER	816-228-5777
PROJECT, AMOUNT AND DATE COMPLETED	\$474,000.00 Raytown Downtown Streetscape Jan. 2017

COMPANY NAME	Clarkson Const. Co.
ADDRESS	P.O. Box 34315 KCMO. 641120
CONTACT PERSON	Chance Hollingsworth
CONTACT EMAIL	www.clarksonconstruction.com
TELEPHONE NUMBER	816-483-8800
PROJECT, AMOUNT AND DATE COMPLETED	Park Hill South HS Lighting \$302,225.00 Aug. 2018

COMPANY NAME	City of Lee's Summit
ADDRESS	220 SE Green St. LSMO. 641063
CONTACT PERSON	Tarah Daugherty, Procurement Officer
CONTACT EMAIL	Tarah.Daugherty@cityofls.net
TELEPHONE NUMBER	816-949-1085
PROJECT, AMOUNT AND DATE COMPLETED	New Ballfield Const. & Service work on Ballfield Lighting (Ongoing)

COMPANY NAME	Louisburg - USD #416
ADDRESS	105 S. 5th St. East Louisburg, KS 66053
CONTACT PERSON	Mike Clevenger
CONTACT EMAIL	mike.c@usd416.org
TELEPHONE NUMBER	913-406-2074
PROJECT, AMOUNT AND DATE COMPLETED	Football/Soccer Lighting \$28,300.00 July 2018 owner supplied equip.

State the number of Years in Business: 31 yrs.

State the current number of personnel on staff: 10

PROPOSAL FORM D

RFP 19-317-201

Proposal of Brandy Electric Inc., organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as Brandy Electric Inc. (*)

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. 19-317-201- Recreation Park Ballfield Lights.

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

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

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

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

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

**BID PROPOSAL FORM E – RFP 19-317-201
 CONTINUED**

Proposal #2 - Green Generation Lighting - HID

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance (not to exceed 5%)				\$4,000.00
Materials				\$66,150.00
Labor				\$19,800.00
				\$
TOTAL BID				89,950.00

**Total Bid for Proposal #2
 Number: 19-317-201**

\$ 89,950.00

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

(\$ Eighty Nine Thousand Nine Hundred fifty dollars ^{no})

In blank above write out the sum of the bid.

BID PROPOSAL FORM E – Project No. 19-317-201

RECREATION PARK BALLFIELD LIGHTS

Proposal #1 - TLC for LED

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance (not to exceed 5%)				\$ 5,500.00
Materials				\$ 87,950.00
Labor				\$ 20,800.00
				\$
TOTAL BID				\$ 114,250.00

**Total Bid for Proposal #1
 Number: 19-317-201**

\$ 114,250.00

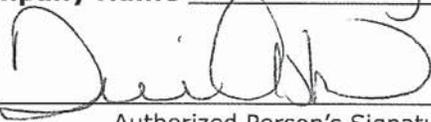
In blank above insert numbers for the sum of the bid.

(\$ One hundred fourteen thousand two hundred fifty 00/100)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 19-317-201
CONTINUED**

Company Name Brandy Electric Inc.

By 
Authorized Person's Signature

Terri Archer, Pres.
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 2

Addendum No. _____

Company Address _____

500 SW Gull Point Ct.

Lee's Summit, MO. 64082

Phone 816-366-0090

Fax 816-366-0422

Email brandyelectric@comcast.net

Date 12-4-2018

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

AFFIDAVIT

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

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

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

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

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

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

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

Name/Contractor: Terri Asher Brandy Electric Inc

Company: Brandy Electric Inc.

Address: 500 SW Gull Point Ct. Lee's Summit, MO. 64082

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 19-317-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Brandy Electric Inc

Company Name

[Signature]

Signature

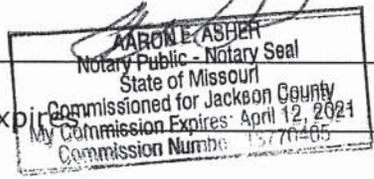
Name: Terrri Asher

Title: President

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 4th day of Dec., 2018.

Notary Public: [Signature]



My Commission Expires [blank] Commission # 13773405

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.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 189531

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

Employer **Brandy Electric Inc.**

Terri S Asher

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/11/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/11/2009

Date



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 28, 2019

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 3430 - Recreation Park Pond Rehabilitation project

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2.3: Value and protect natural resources and green spaces.

FINANCIAL IMPACT

Award To:	Rock'N Excavating LLC
Amount of Request/Contract:	\$59,700
Amount Budgeted:	\$150,000
Funding Source/Account#:	Fund 47 Park Sales Tax Fund

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	January 22, 2019
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project involves the dredging of soft sediment on the floor of the pond, removal of algae on the surface area, rip-rap stabilization along the bank, inlet channel repairs and overflow spillway repairs.

Staff received the following bids on December 7, 2018:

Rock'N Excavating, LLC	\$59,700
Tasco LLC	\$83,475
Gridiron Construction LLC	\$117,450
Padgett Brothers Excavating LLC	\$147,945
Tri-Smith Construction LLC	\$148,360
Solitude Lake Management	Non-Responsive

Rock'N Excavating LLC was determined to be the lowest and best bidder. Staff recommends the contract for the Recreation Park Pond Rehabilitation Project to be awarded to Rock'N Excavating LLC in the amount of \$59,700.

BILL 3430

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ROCK’N EXCAVATING LLC FOR THE RECREATION PARK POND REHABILITATION, CITY PROJECT NUMBER 19-299-201, IN THE AMOUNT OF \$59,700.”

WHEREAS, the Recreation Park Pond Rehabilitation Project was included in the 2019 capital budget; and

WHEREAS, staff received bids for this project on December 7, 2018 and determined Rock’N Excavating LLC to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$59,700 with Rock’N Excavating LLC for the Recreation Park Pond Rehabilitation project, attached here as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

Jean Woerner, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

RECREATION PARK POND REHABILITATION

Agreement made this 11th day of February, 2019, between Rock n' Excavating, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 15810 C Hwy, Kearney, MO 64060, 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 February 11, 2019 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 19-299-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 90 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$59,700.00.

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

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, tool, 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 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 to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor 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 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 type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site 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 his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 25) if project is \$75,000 and up. 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 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 e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor 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 2013 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 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 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: _____
Jean Woerner, City Clerk

(SEAL)

ROCK N' EXCAVATING, LLC

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

RECREATION PARK POND REHABILITATION

- I. **BACKGROUND:** Raymore Recreation Park is a destination park and multi-use sports complex that has recently constructed the Raymore Activity Center (RAC) at the park. The RAC has a view of the complex's 1.2-acre pond. The parking lot for the complex is adjacent to a stormwater channel that directs stormwater to the pond. Directly up gradient of the channel is a residential housing development built in the past 15 years. During storm events, stormwater from the development would flow through the channel and deposit sediment into the pond.

- II. **PROJECT SUMMARY:** The project is a restoration of the stormwater channel and Recreation Pond located at the Raymore Recreation Park at 1011 S. Madison St., Raymore, Missouri. The City is requesting a phased approach to restore the pond during the off season for recreation, limiting the disturbance for recreational activity. Due to the area of proposed disturbance, a Land Disturbance Application and a Stormwater Pollution Prevention Plan (SWPPP) will be required. The tasks to restore the pond by mucking and removing the majority of the soft sediment in thicknesses of up to 1-2 feet, as shown on the attached discovery study, are detailed below:

- III. **ANTICIPATED SCOPE OF SERVICES:**
 - 1: **Project Planning & SWPPP Preparation**
 - A. Contractor will prepare project specific Health and Safety Plan.
 - B. Contractor will submit Land Disturbance Application for permit to Missouri Department of Natural Resources (MDNR).
 - C. Contractor will prepare SWPPP.
 - D. Contractor will complete utility locate request (811).
 - E. Contractor will locate private utility lines with the assistance of knowledgeable Parks personnel.
 - F. Contractor will mobilize equipment, personnel, and materials to the site.

 - 2: **Inlet Channel Restoration & BMP installation**
 - A. Contractor will remove excess sediments from channel.
 - B. Contractor will shape channel for proper flow.
 - C. Contractor will import 8-12-inch limestone to construct five rock check dams along 800-lineal feet to control sediment.
 - D. Contractor will install control BMP's (silt fence/straw wattle) for SWPPP and muck pit.

 - 3: **Mechanically Dredge Soft Sediment from Pond**
 - A. Contractor will construct muck pit for removed soft sediment.

- B. Contractor will mechanically muck and remove soft sediment utilizing an excavator, track steer and five cubic yard dump truck.
- C. Contractor will deposit sediment in muck pit allowing water to drain back to pond after passing through BMP filters.
- D. Contractor will stage sediment so that it can easily be spread onsite to eliminate cost for disposal.
- E. Contractor will mechanically repair any current failure in the dam or restore to equal or better condition any damage incurred to the dam during the project.

4: Inlet Channel Stabilization

- A. Contractor will spread dried sediment in an area previously agreed to by Raymore Parks personnel.
- B. Contractor will grade all disturbed areas.
- C. Contractor will broadcast Pretty Prairie Short Grass mix to include Little Bluestem, Sideoats Grama, Illinois Bundleflower, Partridge Pea, and Plains Coreopsis.
- D. Contractor will clean sediment from rock checks in channel.
- E. Contractor will install Turf Reinforcement Matting (TRM) in channel to prevent erosion during high flow storm events.
- F. Contractor will seed drill tall turf type fescue approved by Parks personnel or follow APWA specifications section 2400 for Type A seed in all areas of disturbance not designated for native species.

5: Pond Riprap Bank Stabilization

- A. Contractor will import 8-12-inch rip rap and place on face of pond bank approximately 12-inches in depth and 6-8 feet wide.
- B. Contractor will set rock with excavator bucket.
- C. Contractor will prepare final report.

6: Floating Fountain

- A. Contractor will remove floating fountain and all electrical service and anchoring systems at the beginning of the project.
- B. Contractor will re-install floating fountain in the center of the pond with appropriate anchor systems and electrical services at the end of the project.
- C. Contractor will ensure the floating fountain is in full operational condition at the conclusion of re-installation.

7: Site Restoration / Protection

- A. The City Arborist will identify any trees within the designated work zone that shall be removed as part of the restoration project.
- B. Contractor will protect all trees within 50 feet of pond bank or inlet channel by temporary construction fence as directed by the City Arborist.
- C. Contractor will take any means necessary to protect the trails and pedestrian bridge within or near the project area. Any damage shall be repaired or replaced to equal or better condition.

- D. Contractor will replace or repair any damage incurred to the disc golf course including concrete pads and basket equipment during the project period.
- E. Contractor will seed drill tall turf type fescue approved by Parks personnel or follow APWA specifications section 2400 for Type A seed in all areas of disturbance not designated for native species. Acceptance of this project is subsidiary or incidental to the other projects identified and release of final payment will not occur until vegetation is established.

IV. SPECIFICATIONS WHICH APPLY:

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, October 2001 and subsequent revisions. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall be take precedence for construction. *Where the standards are in conflict, the more stringent criteria shall apply.*

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

V. GENERAL TERMS/REQUIREMENTS:

- A. Contractor is certified in Stormwater BMP (Best Management Practice) Inspection and Maintenance, and is a Certified Compliance Inspector of Stormwater (CCIS).
- B. Contractor is a National Stormwater Center Certified Stormwater Inspector.
- C. Contractor and/or its sub-contractors will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- D. Contractor will be responsible for providing personnel, equipment, boats, materials, sub-contractors, professional services, and other items required to provide the forgoing at his expense.

- E. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
- F. Mobilization, Bonds, and Insurance: Mobilization shall be included as a lump sum bid for mobilization in the contract bid documents, and to establish a uniform method of payment based on the amount of work completed. The following table shall be used to establish the payment distribution for this item:

Payment Percentage	Percentage of Original Contract Earned
25%	5%
50%	10%
75%	25%
100%	50%

VI. PROJECT MANAGER

The Director of Parks and Recreation or his designee shall be the Project Manager for this project

VII. PROJECT AWARD:

Project Award: Award of the project will be made based upon the lowest best and most responsive proposal received with all qualifications as required in V. General Conditions. The contractor shall take special consideration of the "Information for Bidder" section of the project contract documents.

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

VIII. PROJECT COMPLETION AND SCHEDULE

All work shall be completed within 90 Calendar Days from the date of the *Notice to Proceed*.

IX. MEASUREMENT

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.

This is a unit price contract. Partial payment will be made at monthly intervals based on the work completed during the period. A 5% retainage will be held per invoice submitted and will be paid in whole upon City Council acceptance of the project.

Vendors are encouraged to measure all work and job site areas to ensure accuracy and totals. Measurements listed within the scope are approximate and provided only for reference.

X. ADDITIONAL BIDDING INFORMATION

1. Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-299-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of February, 2019.

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 vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 25 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the 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 25). 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*

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

Certificate copies must be submitted with the RFP, if 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 the 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 any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, 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 any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, 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 repairs 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 any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, 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 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 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 19-299-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Rock n' Excavating, LLC

ADDRESS: 1540 C Hwy Street

ADDRESS: Kearney City MO State 64060 Zip

PHONE: 816-260-4447

E-MAIL: Melanie @ rockmypond.com

DATE: 12-6-2018 (Month-Day-Year) Melanie Hannah / member Signature of Officer/Title

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

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

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

PROPOSAL FORM B
RFP 19-299-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

___ Yes 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 same.

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

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

PROPOSAL FORM C
 RFP 19-299-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

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

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

COMPANY NAME	Hollywood Casino
ADDRESS	777 Hollywood Casino Blvd, KC, KS 66111
CONTACT PERSON	Tom Paschall
CONTACT EMAIL	Thomas.Paschall@PNGaming.com
TELEPHONE NUMBER	913-230-1034
PROJECT, AMOUNT AND DATE COMPLETED	\$ 66,200.00 11-27-17

COMPANY NAME	Kauffman Foundation
ADDRESS	4801 Rockhill Rd. KC, MO 64110
CONTACT PERSON	Lindsay Guffey
CONTACT EMAIL	Lindsay.Guffey@cushwake.com
TELEPHONE NUMBER	816-932-1209
PROJECT, AMOUNT AND DATE COMPLETED	\$ 17,365.00 9-18 ; \$80,000.00 4-16

COMPANY NAME	City of Gardner Golf Course
ADDRESS	120 E Main St., Gardner, KS.
CONTACT PERSON	Matt McClure
CONTACT EMAIL	m McClure @ Gardner Kansas, gov
TELEPHONE NUMBER	913-856-0961
PROJECT, AMOUNT AND DATE COMPLETED	\$ 49,700.00 7/18

COMPANY NAME	Plattsburg Golf Course
ADDRESS	709 Council Place, Plattsburg, MO
CONTACT PERSON	Gary Ellington
CONTACT EMAIL	GElife @ aol.com
TELEPHONE NUMBER	816-539-3328, 816-271-3036
PROJECT, AMOUNT AND DATE COMPLETED	\$ 23,000.00 2/18

COMPANY NAME	Tom Manners
ADDRESS	9419 State Rt 92, Liberty, MO 64068
CONTACT PERSON	Tom Manners
CONTACT EMAIL	Tmanners @ msn.com
TELEPHONE NUMBER	816-210-8108
PROJECT, AMOUNT AND DATE COMPLETED	\$ 30,000.00 10/18 \$ 51,000.00 12-18

State the number of Years in Business: 13

State the current number of personnel on staff: 7

PROPOSAL FORM D

RFP 19-299-201

Proposal of Rock'n' Excavating, LLC, organized and
(Company Name)
existing under the law of the State of MO, doing business
as _____ (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-299-201- Rec Park Pond Rehabilitation.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 19-299-201

RECREATION PARK POND REHABILITATION

Base Bid

Bid Items	Units	Total
<i>Scope of Service Item Numbers</i>		
1. Project Planning & SWPPP Preparation	Lump Sum	\$ 5,500.00
2. Inlet Channel Restoration & BMP	Lump Sum	\$ 3,500.00
3. Mechanically Dredge Soft Sediment from Pond	Lump Sum	\$ 19,000.00
4. Inlet Channel Stabilization	Lump Sum	\$ 5,500.00
5. Pond Rip-Rap Bank Stabilization	Lump Sum	\$ 17,000.00
6. Floating Fountain	Lump Sum	\$ 2,500.00
7. Site Restoration / Protection	Lump Sum	\$ 4,500.00
Mobilization, Bonds and Insurance (Not to exceed 5%)		\$ 2,200.00
TOTAL BASE BID		

Total Base Bid for Project Number: 19-299-201

\$ 59,700.00

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

(\$ fifty-nine thousand-seven hundred dollars.)

In blank above write out the sum of the bid.

Bid includes rip rap 8" to 30" for better bank stabilization.

**BID PROPOSAL FORM E – RFP 19-317-201
CONTINUED**

Company Name Rock N' Excavating, LLC

By Melanie Hannah
Authorized Person's Signature

Melanie Hannah
Print or type name and title of signer

Company Address 15810 C Hwy
Kearney, MO 64060

Phone 816-260-4447

Fax _____

Email melanie@rockmypond.com

Date 12-6-2018

ADDENDA
Bidder acknowledges receipt of the following addendum:

- Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

AFFIDAVIT

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

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

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

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

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

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

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

Name/Contractor: melanie Hannah

Company: Rock'n Excavating, LLC

Address: 15810 C Hwy, Kearney, MO 64060

- 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 # 19-299-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the

employees working in connection with the contracted services.

Rock'n Excavating, LLC
Company Name

Melanie Hannah
Signature

Name: Melanie Hannah

Title: member

STATE OF Missouri COUNTY OF Clay

Subscribed and sworn to before me this 7 day of Dec, 2018.

Notary Public: Robert S. Tate Jr.

Robert S. Tate Jr.
Notary Public-Notary Seal
State of Missouri-County of Clay
My Commission Expires 12/20/2019
Commission # 11383862

My Commission Expires: 12/20/2019

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

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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 28, 2019

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

<input 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 3431 - Award of contract for on-call electrical services

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.1 Provide exceptional service

FINANCIAL IMPACT

Award To: Brinton Electric, Inc.
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

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This agreement with Brinton Electrical Company is for on-call electrical needs at City Hall and City facilities.

Staff held a request for qualifications and received the following response on Jan. 4, 2019:

Brinton Electric
Custom Lighting (non-responsive)
Endeavor Electrical

Staff evaluated the qualifications and determined Brinton to be the overall lowest and best bidder. This agreement will set the cost for various electrical services and staff will determine the necessary scope of work on a case-by-case basis as necessary.

BILL 3431

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRINTON ELECTRIC COMPANY FOR ON-CALL ELECTRICAL SERVICES.”

WHEREAS, the City has occasional needs for professional electrical services; and

WHEREAS, the staff publicly advertised and bid for on-call electrician services at guaranteed pricing; and

WHEREAS, staff reviewed the submitted proposals and found Brinton Electric Co., Inc. had the apparent best proposal submitted.

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

Section 1. The Agreement is approved and the City Manager is directed to enter into the Agreement with Brinton Electric Company, a copy of which Agreement is attached as **Exhibit A**.

Section 2. City Manager and the City Clerk are directed to execute the Agreement for and on behalf of the City of Raymore.

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF JANUARY 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

MAINTENANCE SERVICE - ON CALL ELECTRICAL

Agreement made this 12th day of February, 2019, between Brinton Electric Co., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 10100 E. 65th St., Suite B, Raytown, MO 64133, 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 Feb. 12, 2019, 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 19-003 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform Maintenance Services - On-Call Electrical as prescribed in the RFP document. This contract is for services provided in a one year period beginning March 1, 2019 and ending February 28, 2020. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

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

ARTICLE IV CONTRACT PAYMENTS

At completion of work order the contractor shall invoice for amounts due. 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.

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.

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

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

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

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, tool, 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 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 to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor 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.

ARTICLE VII RESPONSIBILITIES

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

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

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

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site 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 his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

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

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

subcontractors and their employees comply with all applicable laws and regulations aforementioned.

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

Contract is subject to the State of Missouri Prevailing Wage Laws (current Cass County Annual Wage #25) if project is \$75,000 and up. 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 TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

ARTICLE XI
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 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 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: _____
Jean Woerner, City Clerk

(SEAL)

BRINTON ELECTRIC CO.

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

MAINTENANCE SERVICE - ON CALL ELECTRICAL
RFP 19-003

1. GENERAL

The City of Raymore has occasional needs for electrical services to be performed in City facilities and on public grounds. In the last fiscal year the City spent approximately \$10,000 on basic electrical work – labor and materials combined. The work performed may range from adding new electrical service and fixtures to connecting a facility to an emergency generator to replacing photocells and parking light ballasts in parks.

The City desires to have an exclusive agreement with a single electrical firm to provide all electrical services needed for the contract period stated. Staff anticipates structuring the contract on an annual basis with an opportunity for two one-year extensions after the first year; provided that the terms of the agreement remain the same and that both the contractor and the City are satisfied with the agreement.

2. SCOPE OF WORK

The work under this contract consists of the following:

CONTRACTOR TO:

1. Provide uniformed personnel to perform tasks
2. Provide all supplies and equipment necessary to perform tasks
3. Repair any damage to facilities incurred during the performance of on-call repair services
4. Removal and disposal of any and all waste resulting from such on-call repair services
5. Maintain the work area in a professional manner
6. Notify the City of any irregularities found.
7. Provide requested quotes in a timely manner.

The City reserves the right to get second opinions. Additionally, the City reserves the right to contract with another vendor if the approved contractor is unable to respond to a call for service within 24 hours of first contact.

3. SPECIAL PROVISIONS:

- 3.1 *Working Hours:* All maintenance work shall occur between 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding City recognized holidays. Work performed outside of these times shall be considered after hours service. After hours work is not normally required so they must be coordinated and approved by the Public Works Director or designee.
- 3.2 Prices quoted shall include all labor cost, insurance, overhead, profit, mobilization, travel time, mileage and exclude taxes. Prices quoted must be firm for the term of the contract.

4. ADDITIONAL BIDDING INFORMATION

- 4.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-001

Appendix B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s). 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 February 2019, with the initial term beginning March 1, 2019 and ending February 28, 2020. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverages 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 vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

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

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

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is

an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 25 (if over \$75,000) for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Bidder 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 if required.

Invoices shall be based on the following schedule:

At completion of work order– the contractor shall invoice for amounts due. 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 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 Workplace*

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

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

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

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Building Maintenance Technician 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 25). 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*

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

Certificate copies must be submitted with the RFP, if 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. Bid Bond

A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in the amount of \$500.00 must accompany each proposal. 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.

S. 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.

T. Release of Information

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

U. Affidavit of Work Authorization and Documentation

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

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

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

PROPOSAL FORM A
RFP 19-003

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: BRINTON ELECTRIC Co

ADDRESS: 10100 E 65th St - Suite B
Street

ADDRESS: Raytown MO 64133
City State Zip

PHONE: 816-356-0922

E-MAIL: Kory@brintonelectric.net

DATE: 1/2/19
(Month-Day-Year) [Signature] President
Signature of Officer/Title

DATE: 1/2/19
(Month-Day-Year) [Signature] secretary
Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 19-003

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 same.

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

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

PROPOSAL FORM C
 RFP 19-003

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

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

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

COMPANY NAME	City of Raytown
ADDRESS	10000 E 59th St Raytown MO 64133
CONTACT PERSON	DAVE HADLIMAN
CONTACT EMAIL	daveh@raytown.mo.us
TELEPHONE NUMBER	816 737 6000
PROJECT, AMOUNT AND DATE COMPLETED	Many 1/2 varied , ongoing

COMPANY NAME	Metropolitan Community colleges
ADDRESS	3200 Broadway KC MO 64111
CONTACT PERSON	Beatrice Westhus
CONTACT EMAIL	Beatrice.westhus@mcckc.edu
TELEPHONE NUMBER	816 6041353
PROJECT, AMOUNT AND DATE COMPLETED	many 1/2 varied , ongoing

COMPANY NAME	Raytown CZ Schools
ADDRESS	5911 Blue Ridge Blvd Raytown MO 64133
CONTACT PERSON	Josh Husted
CONTACT EMAIL	josh.husted@raytownschools.org
TELEPHONE NUMBER	816 268 7160
PROJECT, AMOUNT AND DATE COMPLETED	many i varied , ongoing

COMPANY NAME	Guadalupe Centers
ADDRESS	5301 E Truman Rd KCMO 64127
CONTACT PERSON	Alan Olson
CONTACT EMAIL	aolson@guadalupecenters.org
TELEPHONE NUMBER	816 949 9010
PROJECT, AMOUNT AND DATE COMPLETED	many i varied , ongoing

COMPANY NAME	Kansas Cty Public Schools
ADDRESS	2012 E 23rd St KCMO 64127
CONTACT PERSON	Allen Cassity
CONTACT EMAIL	acassity@kcpublicschools.org
TELEPHONE NUMBER	816 418 2021
PROJECT, AMOUNT AND DATE COMPLETED	many i varied , ongoing

State the number of Years in Business: 42 1/2 yrs

State the current number of personnel on staff: 12

PROPOSAL FORM D

RFP 19-003

Proposal of Brinton Electric Co, organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as a corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-003 – On Call Electrical.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) N*, 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 – RFP 19-003

1. Cost for On-Call Electrician Services and Supplies:

Item No.	Description	Unit	Costs
1	Master Electrician – Routine Call/Non-Emergency	Hourly rate	\$ 60/hr
2	Master Electrician – Emergency/After Hours	Hourly rate	\$ 69/hr
3	Helper – Routine Call/Non-Emergency	Hourly rate	\$ 23/hr
4	Helper – Emergency/After Hours	Hourly rate	\$ 34/hr
5	Materials mark up – at cost plus %	At cost + %	9 %

2. Other Standard Charges per Service Call:

Please list any additional fees which may be charged per service call. Use a separate page if necessary.

No other additional fees

3. Please list any comments, amendments, exclusions, or additions to the scope of services highlighted in your proposed preventive maintenance program:

NA

**BID PROPOSAL FORM E – RFP 19-003
CONTINUED**

Company Name BRINTON ELECTRIC Co

By 
Authorized Person's Signature

Kory Brinton - President
Print or type name and title of signer

Company Address 10100 E 65th St.
Site B
Raytown MO 64133

Phone 816 356 0922

Fax 816 356 4404

Email Kory@brintonelectric.net

Date 1/2/19

ADDENDA

Bidder acknowledges receipt of the following addendum:

- Addendum No.

LATE BIDS CANNOT BE ACCEPTED!

FORM F
RFP 19-003

SERVICE INFORMATION

Maintenance Services On-Call Electrical

A. Company Information

- How many technicians will be available to respond to the City's calls?
8
- Are you the electrical maintenance provider for any other organization? If so, please name the organization(s).
City of Raytown, Metropolitan Community Colleges, Guadalupe Centers

B. Service Response Information

- Explain in detail your firm's warranty on its services.
1 year parts , 1 year labor * special equipment may have longer manufacturer warranties
- What are your standard maintenance hours?
7am - 3:30pm
- What is your maximum response time during regular business hours?
2 hours
- What is your maximum response time after regular business hours?
4 hours
- Is service available 24 hours a day, 7 days per week?
Yes
- Do you stock adequate spare parts to meet your service agreement commitments? Yes
Explain.
Fully stocked trucks, warehouse, and on-call supply house will cover most needs

AFFIDAVIT

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

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

BEFORE ME, the undersigned authority, personally appeared Kory Brinton - 1/2/19 who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: KORY BRINTON

Company: BRINTON ELECTRIC CO

Address: 10100 E 65th St - Ste B - Rayburn, MO 64133

- 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 #19-003.
- 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.

BRINTON ELECTRIC Co

Company Name

[Signature]
Signature

Name: Kooy BRINTON

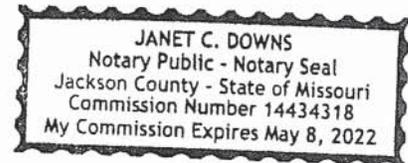
Title: President

STATE OF MISSOURI COUNTY OF JACKSON

Subscribed and sworn to before me this 2 day of JANUARY, 2018.

Notary Public: Janet C Downs

My Commission Expires: May 8, 2022



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

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



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: January 28, 2019

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 checked="" type="checkbox"/> Other | Emergency Reading |

TITLE / ISSUE / REQUEST

Bill 3432: Contract Amendment, CFS Engineers

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.2.1: Create a physical environment that inspires a sense of pride

FINANCIAL IMPACT

Award To:	Cook, Flatt & Strobel (CFS) Engineers
Amount of Request/Contract:	\$76,100
Amount Budgeted:	\$735,000 total for project
Funding Source/Account#:	47-38-8420-0000

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

Summer 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	January 22, 2019
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract Amendment

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In February 2018, the City Council passed Bill 3341 authorizing the City Manager to enter a contract with CFS Engineers for design and consulting services associated with the G.O. Bond projects approved by voters in 2016 for T.B. Hanna Station.

In the original project, CFS was contracted for design of the ice rink, sprayground, earthwork and renovation of the old post office facility. The City was responsible for design and installation for the asphalt trail and playground.

Because of the specialty nature of designing an inclusive sprayground and playground, it was necessary to bring CFS back to the project for additional engineering.

An additional \$23,000 to the current contract of \$53,100 is outlined in the attached proposal. The total contract for design and consulting for T.B. Hanna Station with CFS Engineers totals \$76,100.

In order for the project to continue to move forward for this construction season, the Mayor has authorized this ordinance to be emergency read.

BILL 3432

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING A CONTRACT WITH CFS ENGINEERS FOR THE T.B. HANNA STATION PROJECT, IN THE AMOUNT OF \$21,000 AND TO MEET CONSTRUCTION TIMELINES THE MAYOR HAS AUTHORIZED THIS TO BE READ AS AN EMERGENCY.”

WHEREAS, the City Council awarded a design and consulting contract for the T.B. Hanna Station sprayground and playground; and

WHEREAS, the City accepted a donation from Variety Kansas City changing the scope of work to add inclusive features for people of all abilities; and

WHEREAS, it is necessary and desirable to have the engineer review and revise design and construction documents for T.B. Hanna Station; and

WHEREAS, this work is in addition to the scope of services in the initial contract with CFS Engineers.

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

Section 1. The City Manager is hereby directed to execute a Contract Addendum in the amount of \$21,000 with CFS Engineers for the T.B. Hanna Station project.

Section 2. The City Manager is authorized to execute the contract, attached as Exhibit A, and 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. Emergency Reading. This Bill is declared and authorized as an emergency in order to meet construction timelines.

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

DULY READ THE FIRST TIME THIS 28TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

1421 E. 104th Street
Ste 100
Kansas City, Missouri 64131
(816) 333-4477 Office

1/14/19

Re: T.B. Hanna Station Park
Additional Services Request #1

cfse.com

Dear Nathan Musteen,

Other Offices:
Kansas City, Kansas
Lawrence, Kansas
Holton, Kansas
Topeka, Kansas
Wichita, Kansas
Hollister, Missouri
Springfield, Missouri
Jefferson City, Missouri

We understand that as we are nearing the end of the construction design phase of the project, the City of Raymore would like to switch direction toward a universal designed park, with many of the same features, but different products. We understand that instead of using Athco plumbing/electrical systems and Aquatics products, we are now changing the design to meet the requirements of the grant which require All Inclusive Rec and RainDrop products. This is a substantial change in schedule and design.

We would very much like an opportunity to discuss the following additional services as we prepare to change our design for the sprayground, playground and infrastructure. Outlined below are project specifics as they relate to our services agreement.

Sprayground

Our design scope contract amount was for \$21,000. We need to redesign the site and sprayground area for the all-inclusive sprayground elements. We need to investigate the following:

- Plumbing systems, equipment and their operational requirements.
- Treatment system including underground tank, chlorination/UV system and winter drainage requirements
- Electrical needs for lighting within the sprayground
- Confirm fencing
- Confirm components of the sprayground including colors, train themes, number and type of activation buttons (should they be able to be activated by wheels), the need for the 2 translucent walls to separate the younger kids and if so, what they look like, whether or not we have a water tank and any customizations (ie park name)
- Lighting

We need to redraw the following

- Layout of the sprayground, location of elements and pavement patterns
- Grading, drainage, stormwater, and sewer connections
- Plumbing and electrical features for sprayground
- Design and specify the fencing and entry gateways

We are requesting \$14,000 for the new design.

Board of Directors:
Kenneth M. Blair, P.E.
Robert S. Chambers, P.E.
Kevin K. Holland, P.E.
Daniel W. Holloway, P.E.
Charles C. LePage, P.E.
Lance W. Scott, P.E.
Sabin A. Yañez, P.E.

Associates:
Aaron J. Gaspers, P.E.
Michelle L. Mahoney, P.E.
Michael J. Morrissey, P.E.
Gene E. Petersen, P.E.
Todd R. Polk, P.E.
William J. Stafford, P.E.
Richard A. Walker, P.E.
Lucas W. Williams, P.E.

Synthetic Ice Rink

Our design scope contract amount was for \$4,000. To date we have provided the city procurement documents for both a synthetic ice rink and a real ice rink. We are not currently asking for additional services towards the documentation of a real ice rink.

Restroom (Prefab Concrete ADA Restroom)

Our design scope contract amount was for \$5,500. We are currently asking for additional fees for the design of this facility to coordinate the new plumbing, electrical, access door, electrical panel needs, floor slab/drainage requirements for the new splash pad. We had already modified the previous design to accommodate customizations to the facility adding changing seats, ventilation and a concessions area. We are requesting \$3,000 for the new design.

Post Office / Storage Facility

Our design scope contract amount was for \$9,600. CFS generated design concepts and 3D renderings to showcase the design options and preferred building enclosure. We are asking for an additional \$2,000 of design services for the new structural components of the project including roof and overhead door which require a structural engineer.

Playground and Trail Design

These scope items were not part of CFS' design scope. For the playground, with the new product manufacturer, we are being asked to provide underdrainage for the surfacing with connection to the storm drainage system. In addition, it's our understanding that All Inclusive Rec needs the site graded with a 1% slope across the entire area, associated makeup earthwork, and an ADA concrete walk around the entire play area. For the trail design, we are being ask to layout, grade and provide City procurement documents to receive bids for all of the site pavement work. The current direction shows about 1,100 linear feet of trail work (excluding the concrete around the prefab building and sprayground). We are asking for an additional \$4,000 of design services for this work.

Additional Services

The following services are considered additional services:

- Should the real ice rink be accepted, we will have additional electrical, slab and layout scope.
- AV System
- Landscaping
- Site Lighting

In Summary

We know the best time to discuss contract adjustments is in time with project changes. We hope for your favorable consideration, knowing we have done an exemplary job for you in all facets of this project. The total request for additional design services is \$23,000.

Those of us here at CFS have enjoyed working with the City of Raymore and we all look forward to continuing to provide quality services as we complete the design and construction process. Please feel free to contact me with any questions you may have.

Sincerely,

CFS Engineers



Todd Polk P.E.
Associate

Amendment No. 1
Page 1 of 1

City of Raymore
Amendment No. 1

This agreement ("Amendment No. 1) by and between City of Raymore (the "Owner") and CFS Engineers (the "Consultant") hereby amends the agreement between the Owner and Consultant relates to the design to TB Hanna Station Improvements, dated February 12, 2018 by and between the Owner and Consultant (the "Original Agreement").

The Owner and Consultant, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by the Consultant and the payment for these services by the Consultant as set forth herein.

1. ARTICLE III - "Contract Sum and Payment": **DELETE** "\$53,100"
2. ARTICLE III - "Contract Sum and Payment": **INSERT** the new contract amount of "\$76,100"
3. APPENDIX A - Scope of Services, Task 3: **INSERT** the description of bullets:
 - Trail Design
 - Playground Earthwork and Drainage
 - All-Inclusive Fencing and Gateway Components
 - Concessions facility

IN WITNESS WHEREOF, the Owner and Consultant have made and executed this Amendment No. 1 on this day of January ____, 2019.

CFS Engineers

Attest

By: _____
Todd Polk P.E.
Associate

By: _____
Jean Woerner, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 28, 2019

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

<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

An ordinance amending 605.010 pertaining to business licenses

STRATEGIC PLAN GOAL/STRATEGY

1.1.4: Create unique signature events and amenities in the community

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

List of 2019 events

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Under the current Code, the City Clerk is authorized to waive the occupational license requirement for vendors at "a farmers market recognized by the City" (605.010). The goal is to attract a diverse group of new vendors and sellers to this event that might not have a permanent location in our City.

As the City continues to grow the number of special activities, festivals, and other signature events, staff is requesting the same flexibility to waive the occupational license requirement for those vendors who partner with staff at a City-sponsored event or activity.

This would only apply to vendors invited to participate in an event sponsored and organized by the City.

BILL 3433

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING SECTION 605.010 OF THE RAYMORE CITY CODE OF ORDINANCES TO EXEMPT VENDORS IN CITY SPONSORED EVENTS FROM THE REQUIREMENTS OF OBTAINING AN OCCUPATIONAL LICENSE.”

WHEREAS, the City Council Strategic plan recognizes the importance of the City hosting signature events and amenities (Goal 1.1.4); and

WHEREAS, staff works to bring a diverse group of artists, food trucks and other vendors to events hosted by the City, and

WHEREAS, these individuals are in partnership with the City to support and enhance our events and to provide unique experiences for our residents.

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

Section 1. Section 605.010 of the City Code of Ordinances is hereby amended as follows:

SECTION 605.010: - ANNUAL LICENSE REQUIRED

A. Purpose—Applicability—Exemptions. No person shall engage in any of the businesses, trades, occupations, or service occupations set forth in Section 605.020 of this Chapter within the City without first having obtained a license therefor from the City Clerk in compliance with the requirements of this Chapter and paying the applicable license tax fee. It is the express intent of the City and of this Chapter to license, regulate and tax every business, trade, occupation, or service occupation that now or hereafter may be subject to license taxation under the applicable laws of the State of Missouri; provided that, the license tax fees set forth in this Chapter shall not be applicable to ministers of the gospel, Christian Science practitioners, teachers, college professors, priests, lawyers, certified public accountants, dentists, chiropractors, optometrists, chiropodists, physicians, surgeons, farmers, producers selling produce raised by them, or any other profession or vocation enumerated under Sections 71.620.1 or 71.620.3, RSMo., 1994, or applicable successor statutes. No vendor in a **an event sponsored** farmers-market recognized by the City shall be required to obtain a license unless they would otherwise be required to do so under the requirements of this chapter.

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



2019 EVENT DATES AND LOCATIONS

Father-Daughter Valentine's Ball	February 8	Centerview
Spring Craft Show*	March 9	RAC
Friday Food Fest*	March 22	T.B. or Mem.
Touch A Truck	April 6	Rec Park
Easter Festival	April 20	Memorial
Fishing Derby	June 8	Hawk Ridge
Movie in the Park	June 14	T.B. Hanna
Spirit of America Celebration*	June 29	Rec Park
Mini Mud Run*	August 16	Hawk Ridge
Movie in the Park	August 2	T.B. or Hawk
Trucktoberfest*	September 27	T.B. or Hawk
80's/90's Dance Party*	October 19	RAC
Veterans Celebration	November 8	T.B. or Mem
Holiday Craft Fair*	November 23	RAC
Mayor's Tree Lighting*	November 26	T.B. Hanna
Holiday Movie Night	December 13	RAC

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, DECEMBER 17, 2018, 7:00 P.M., AT RAYMORE CITY HALL. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, TOWNSEND, AND MEMBERS OF THE PARK AND RECREATION BOARD. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF MEMBERS.

Mayor Turnbow called the work session to order at 7:00 p.m. Councilmember Kellogg absent.

A. Joint Meeting - Park Board

Parks and Recreation Director Nathan Musteen provided an update on construction projects currently underway at Hawk Ridge Park and TB Hanna Station.

B. Annexation Consultant

Christine Bushyhead and Corey Henry with Bushhead, LLC discussed with Council possible annexation areas and options. Further discussions will be held with Council in the future.

C. Other

City Manager Jim Feuerborn informed Council that Chief of Police Jan Zimmerman has been appointed as Executive Director for the Spouse and Family Endowment Program by the Kansas City Metropolitan Crime Commission, announced Alexa Williams has been hired as an accountant in the Finance Department, and Communications Manager Mike Ekey has been promoted to Assistant City Manager.

Mayor Turnbow adjourned the work session of the Raymore City Council at 7:50 p.m.

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JANUARY 7, 2019, 7:00 P.M., AT RAYMORE CITY HALL. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, KELLOGG, TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF MEMBERS.

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

A. ETC Survey

Assistant City Manager Mike Ekey provided an overview of the upcoming 2019 Citizen Survey and questions that staff proposes to remove and add. Council provided input on the addition of questions addressing emergencies/disaster recovery, public art and programing, satisfaction with the City's solid waste, and urban chickens. Council discussion ensued.

B. Mobile Command Center

Chief of Police Jan Zimmerman and Emergency Management Coordinator Ryan Murdock provided an update on progress of the staff work group tasked with researching a mobile command center vehicle for the City. General questions from Council were answered.

C. Other

Mayor Turnbow adjourned the work session of the Raymore City Council at 7:56 p.m.

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, NOVEMBER 27, 2018, IN THE CITY HALL COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Bartow, Cipolla, Eastwood, Harris, Heath, and Supple. Members Houdyshell and Seimears are absent.

STAFF PRESENT: Director Musteen, Superintendent McLain, Superintendent Rulo and Office Assistant Naab. Also present, City Attorney Jonathan Zerr and Communications Director Mike Ekey.

1. Call to Order: Chairman Trautman called the meeting to order at 7:00pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances - None

5. Consent Agenda

The items on the Consent Agenda are approved by a single action of the Park Board. If any Board Member would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.

A. Park Board Minutes

October 23, 2018

Motion: Member Harris moved to accept the Park Board minutes of October 23, 2018. Member Cipolla seconded.

Discussion:

Vote:	7 Aye	Member Bartow	Aye
	2 Absent	Member Cipolla	Aye
		Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Absent
		Member Seimears	Absent
		Member Supple	Aye
		Member Trautman	Aye

6. Staff Reports

Recreation Superintendent McLain highlighted his written report. We have hired part time staff members to help out at the RAC and as gym monitors. They have been trained by Office Assistant Naab. They are currently working their assigned shifts. The concession stands have been shut down and items transferred to the RAC for the upcoming basketball season. Coordinator Brennon has meet with the South Metro Sports Group to wrap up the fall sports and prepare for the winter sports and KC Metro League to close out the soccer season for competitive soccer. The recreation

APPROVED: January 22, 2019 (6-0, 1 Abstain)

Basketball coach meeting is this evening. Both coordinators have been working on the Winter program guide. Coordinator VanKeulen has been working on the Mayor's Tree Lighting.

Parks Superintendent Rulo highlighted his written report. The Mayor's tree has been delivered and is being put together today. Staff is working to remove the ice and snow in the park. Restrooms closed for the season and should be open again around Easter.

Parks & Recreation Director Musteen highlighted his written report. Reminder that Centerview is closed for floor renovation. Staff is currently at the RAC. The first trout stocking took place at Johnston Lake in Hawk Ridge Park in November with the next stocking in February. The Santa Softball tournament was end of the season for baseball fields. There were 18 teams. Reminder, on December 17, a joint work session will be held with the City Council.

7. Old Business - None

8. New Business

A. Recreation Park Pedestrian Bridge Replacement **Action Item**

Staff requested to enter a contract with Tasco LLC for the removal and replacement of the trail bridge between Moon Valley Park and Recreation Park.

Member Harris asked "Looking at the drawing, is this the picture that represents the bridge." Director Musteen replied "Yes it just comes in two pieces that are put together to form the bridge."

Motion: Member Harris moved to approve the bid with Tasco LLC for the removal and replacement of the trail bridge.
Member Cipolla seconded.

Discussion:

Vote:	7 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Aye
	2 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Absent
		Member Seimears	Absent
		Member Supple	Aye
		Member Trautman	Aye

B. Michelle Biondo, Grant Writing Services Contract **Action Item**

Staff requested to enter a contract with Michelle Biondo for grant writing services.

Member Harris asked "What are the anticipated number of hours? How do we pay her?" Director Musteen answered "The work would be paid at \$65 per hour out of the General Fund."

Motion: Member Harris moved to approve the contract with Michelle Biondo for grant writing services.

APPROVED: January 22, 2019 (6-0, 1 Abstain)

Member Cipolla seconded.

Discussion:

Vote:	7 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Aye
	2 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Absent
		Member Seimears	Absent
		Member Supple	Aye
		Member Trautman	Aye

C. Park Board Bylaws Amendment

Action Item

An amendment to the Park Board Bylaws revising the requirements for attendance under Section 5: Removal.

Member Harris asked "What is the difference between tardy and absent." Director Musteen replied "There is no designation between the two in the city codes. Members should notify Director Musteen if you are going to be late. A general rule of thumb would be an absence will be logged if a member arrives once any business or official voting begins."

Mr. Zerr also commented that the language presented in the packet does not reflect the definition of absences or tardiness. If the Board would like to further define them, they can do so. This packet simply reflects that an absence indicates that you are not here.

Motion: Member Harris moved to accept the bylaw amendment for Section 5 .
Member Cipolla seconded.

Discussion:

Vote:	7 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Aye
	2 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Absent
		Member Seimears	Absent
		Member Supple	Aye
		Member Trautman	Aye

9. Public Comment

10. Board Member Comment

Member Cipolla is excited to have a grant writer available to the board.

Chairman Trautman thanks the Director and his staff for their hard work and is also excited about the grant writer.

APPROVED: January 22, 2019 (6-0, 1 Abstain)

11. Adjournment

Motion: Member Harris moved to adjourn the regular meeting.
Member Cipolla seconded.

Discussion: None

Vote:	7 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Aye
	2 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Absent
		Member Seimears	Absent
		Member Supple	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 7:25 pm.

Respectfully submitted,
Greta Naab
Office Assistant