

## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, February 11, 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. Development Services (pg 15)
  - C. City Clerk Report - Missouri Ethics Commission (pg 21)
  - D. Monthly Court Report (pg 23)
  - E. Police/Emergency Management

**7. Committee Reports.**

**8. Consent Agenda.**

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

- A. City Council Minutes, January 28, 2019 (pg 27)
- B. Approval of Safety Traffic Enforcement Program (STEP)

Reference - Agenda Item Information Sheet (pg 41)  
- Resolution 19-07, Overtime Hazardous Moving Violation Enforcement (pg 43)  
- Resolution 19-08, Overtime DWI Enforcement (pg 45)

These two Resolutions are for a continuation of what is commonly referred to as the City's "STEP Grant" (Safety Traffic Enforcement Program), through the Missouri Division of Traffic and Highway Safety. One Resolution is for the overtime enforcement of hazardous moving violations, the other Resolution is for overtime funding for DWI enforcement.

C. 2018 Owen Good Force Main Valve Replacement - Acceptance and Final Payment

Reference: - Resolution 19-09 (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. Communications Vehicle Contract

Reference: - Agenda Item Information Sheet (pg 51)  
- Bill 3425 (pg 53)  
- Contract (pg 55)  
- Vehicle Specifications and Rendering (pg 63)

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.

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| <ul style="list-style-type: none"><li>• City Council, 01/28/19: Approved 7-0</li></ul> |
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B. Show Me Green Sales Tax Holiday

Reference: - Agenda Item Information Sheet (pg 87)  
- Bill 3427A Participation in 2019 only (pg 89)  
- Bill 3427B Participation in perpetuity (pg 91)

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.

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| <ul style="list-style-type: none"><li>• City Council, 01/28/19: Approved 7-0</li></ul> |
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C. Award of Contract - On-Call Materials Testing Services

Reference: - Agenda Item Information Sheet (pg 93)  
- Bill 3426 (pg 95)  
- Contract (pg 97)

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

- City Council, 01/28/19: Approved 7-0

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

Reference: - Agenda Item Information Sheet (pg 117)  
- Bill 3428 (pg 119)  
- Contract (pg 121)

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

- Parks and Recreation Board, 01/22/19: Approved 7-0
- City Council, 01/28/19: Approved 7-0

E. Award of Contract - Recreation Park Ballfield Lights

Reference: - Agenda Item Information Sheet (pg 159)  
- Bill 3429 (pg 161)  
- Contract (pg 163)

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

- Parks and Recreation Board, 01/22/19: Approved 7-0
- City Council, 01/28/19: Approved 7-0

F. Award of Contract - Recreation Park Pond Rehabilitation

Reference: - Agenda Item Information Sheet (pg 197)  
- Bill 3430 (pg 199)  
- Contract (pg 201)

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

- Parks and Recreation Board, 01/22/19: Approved 7-0
- City Council, 01/28/19: Approved 7-0

G. Award of Contract - On-Call Electrical Services

Reference: - Agenda Item Information Sheet (pg 235)  
- Bill 3431 (pg 237)  
- Contract (pg 239)

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

- City Council, 01/28/19: Approved 7-0

H. Amending City Code for vendors at City-sponsored events

Reference: - Agenda Item Information Sheet (pg 267)  
- Bill 3433 (pg 269)  
- City-sponsored events for 2019 (pg 271)

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.

- City Council, 01/28/19: Approved 7-0

**10. New Business. First Reading.**

A. Sewer Camera Purchase Agreement

Reference: - Agenda Item Information Sheet (pg 275)  
- Bill 3434 (pg 277)  
- Sewer Camera Pricing Worksheet with specifications (pg 279)  
- Cooperative Purchasing Agreement (280)

Council is requested to approve the purchase of a sanitary sewer inspection camera, hardware and computer software from CUES, Inc.

B. Cunningham at Creekmoor Third Final Plat

Reference: - Agenda Item Information Sheet (pg 287)  
- Bill 3435 (pg 289)  
- Staff Report (pg 291)  
- Development Agreement (pg 296)  
- Final Plat (pg 303)

Cooper Land Development Inc. is requesting approval of Cunningham at Creekmoor Third Final Plat, a 40-lot single family subdivision located west of North Madison Street, south of Turnberry Lane

- Planning and Zoning Commission, 02/05/19: Approved 8-0

C. Extension of Expiration Date of Raymore Galleria North Preliminary Plat

Reference: - Agenda Item Information Sheet (pg 305)  
- Resolution 19-10 (pg 307)  
- Request Letter (pg 309)  
- Approved Preliminary Plat (pg 315)



Steven Shaffer, representing North 58 Equity Partners, LLC is requesting a one-year extension to the expiration date of the preliminary plat for Raymore Galleria North.

D. Third Amendment to the Kansas City, Missouri Water Services Agreement

Reference: - Agenda Item Information Sheet (pg 319)  
- Bill 3436 (pg 321)  
- Agreement (pg 323)

Authorizes the City to enter into a third amendment of the Water Service Agreement with Kansas City Water Services allowing the City to sell water to Public Water Supply District No. 10 of Cass County, Missouri, pursuant to the terms and provisions of the Settlement Agreement executed between the District, the City and Good Otis, LLC.

E. Establishing an Administrative Delay for Acceptance and Processing of Permits and Licenses Related To Medical Marijuana

Reference: - Agenda Item Information Sheet (pg 325)  
- Resolution 19-11 (pg 327)

Establishes an administrative delay on the acceptance and processing of applications for permits and licenses related to the sale, cultivation, testing and distributing of medical marijuana until such time as the City enacts proper zoning, building and business ordinances incorporating the rules and regulations promulgated by the Department of Health and Senior Services.

F. Amending the City Council Rules of Procedure

Reference: - Agenda Item Information Sheet (pg 331)  
- Resolution 19-12 (pg 333)  
- Rules of Procedure (pg 335)

Amends the City Council Rules of Procedure to allow a member or members of the Council and/or the Mayor to participate in Council work sessions when not physically present in person via video, voice and/or telephonic means.

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

**12. Mayor/Council Communication.**

**13. Adjournment.**

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Items provided under "Miscellaneous" in the Council Packet:

- Planning and Zoning Commission minutes, 1/15/19 (pg 345)
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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	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	
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	
Parks & Recreation	Recreation Park Pedestrian Bridge Replacements	2018	\$55,000	
Buildings & Grounds	Building Door Access System	2019	\$36,000	

**Status of Capital Improvements - Projects finished with major construction**

<b>Category</b>	<b>Project</b>	<b>Fiscal Year</b>	<b>Budget Amount</b>	<b>Milestone/Next Steps</b>
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	Sanitary Sewer Inflow and Infiltration Redu	2018	\$123,000	
Stormwater	Permeable Pavers Crosswalks	2018	\$176,685	



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

Category	Project	Fiscal Year	Budget Amount	Total Expenditure	Remaining Funds	Additional Notes
Buildings & Grounds	Police Firing Range	2016	\$46,842		N/A	N/A Jan. 28, 2019 Moved to the Restricted Revenue Fund for future lease expenses
Parks & Recreation	Ward Park Shelter Facility	2017	\$6,500	\$2,647	\$3,853	Completed in-house, final acceptance not required; proj 289
Parks & Recreation	Raymore Arboretum	2017	\$10,000	\$7,875	\$2,125	Completed in-house, final acceptance not required; proj 300
Buildings & Grounds	City Hall Phone System	2017	\$45,000	\$46,147	-\$1,147	Accepted Oct, 8, 2018
Stormwater	FY17 Stormwater Improvements	2017	\$74,000	\$77,691	-\$3,691	Resolution 18-32 June 11, 2018; proj 278
Sanitary	Silvertop Sewer Replacement	2017	\$69,247	\$60,062	\$9,185	Bill 3299 9/26/17 increased budget by \$9,247. Resolution 18-50 Sept 24, 2018; proj 274
Transportation	Annual Curb Replacement Program	2018	\$400,000	\$398,954	\$1,046	proj 294
Stormwater	Annual Curb Replacement Program	2018	\$100,000	\$100,000	\$0	proj 294
Parks & Recreation	Recreation Park Pedestrian Safety E	2018	\$100,000	\$100,412	-\$412	Resolution 18-65, Oct. 22, 2018; proj 291
Transportation	Annual Sidewalk Program	2018	\$117,000			Resolution 19-06, Jan. 28, 2019; proj 310
Sanitary	Owen Good Overflow Valve Replace	2018	\$30,000			Resolution 19-09 Feb 11, 2019; proj 312
Water	Star Drive Water Main	2019	\$53,000	\$28,909	\$24,091	Completed as an emergency repair, site resoration still to be completed. PO19-9643; proj 324





## MONTHLY REPORT JANUARY 2019

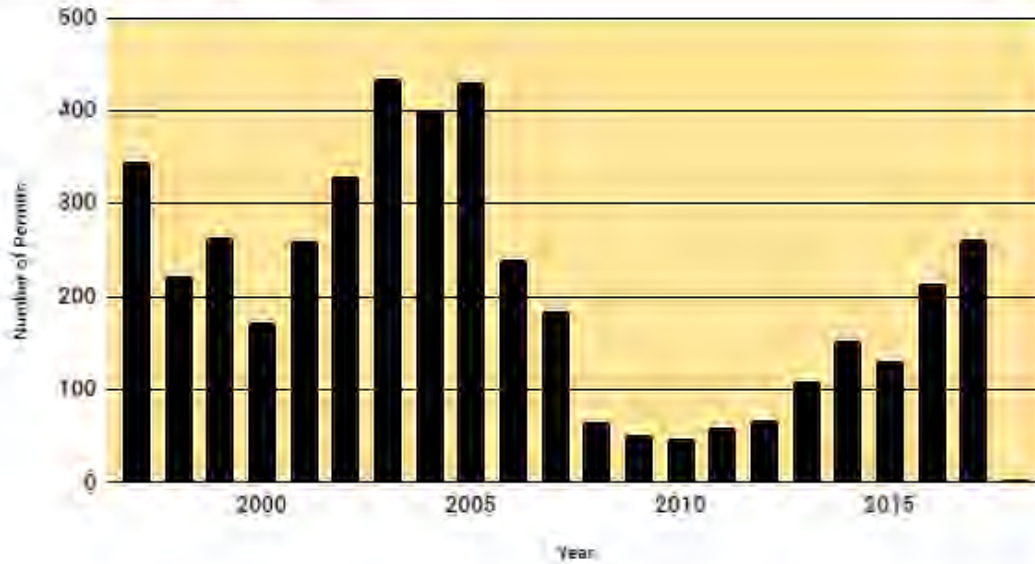
### Building Permit Activity

Type of Permit	Jan 2019	2019 YTD	2018 YTD	2018 Total
Detached Single-Family Residential	13	13	4	153
Attached Single-Family Residential	0	0	0	44
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	34	34	24	604
Commercial - New, Additions, Alterations	2	2	2	17
Sign Permits	3	3	7	63
Inspections	Jan 2019	2019 YTD	2018 YTD	2018 Total
Total # of Inspections	288	288	549	5,947
Valuation	Jan 2019	2019 YTD	2018 YTD	2018 Total
Total Residential Permit Valuation	\$3,532,500	\$3,532,500	\$1,136,000	\$41,964,900
Total Commercial Permit Valuation	\$143,500	\$143,500	\$492,000	\$5,222,550

#### **Additional Building Activity:**

- Construction continues on the new self-storage facility at 308 E. Walnut Street.
- A temporary Certificate of Occupancy was issued for the new Brightside Daycare building at 845 E. Walnut Street.
- Construction work continues on the shelter, boardwalk and amphitheater at Hawk Ridge Park
- Staff reviewed plans for a proposed FedEx office to be located inside Walmart.

Single Family Building Permits



## Code Enforcement Activity

Code Activity	Jan 2019	2019 YTD	2018 YTD	2018 Total
Code Enforcement Cases Opened	19	19	28	461
<i>Notices Mailed</i>				
-Tall Grass/Weeds	0	0	0	147
- Inoperable Vehicles	2	2	5	54
- Junk/Trash/Debris in Yard	11	11	7	96
- Object placed in right-of-way	0	0	2	26
- Parking of vehicles in front yard	3	3	5	36
- Exterior home maintenance	2	2	5	35
- Other (trash at curb early; signs; etc)	1	1	4	38
Properties mowed by City Contractor	0	0	0	56
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	0	0
Signs in right-of-way removed	12	12	13	473
Violations abated by Code Officer	1	1	6	60

## Development Activity

### Current Projects

- Cunningham at Creekmoor Third Plat
- Dean Commercial Preliminary Plat
- Rezoning from R-1 to R-2 of Brookside South

	As of Jan 31, 2019	As of Jan 31, 2018	As of Jan 31, 2017
Homes currently under construction	174	294	228
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	393	408	609
Total number of dwelling units in City	8,508	8,190	7,971

## Actions of Boards, Commission, and City Council

### City Council

#### **January 14, 2019**

- Approved on 2nd reading the vacation of part of a utility easement at 914 Creekmoor Drive
- Approved on 2nd reading the vacation of a water line easement crossing through the proposed Timber Trails 3rd Plat
- Approved on 2nd reading the 29th amendment to the Unified Development Code
- Continued the public hearing and application for the reclassification of zoning for the proposed Raymore Industrial Park to the Feb. 25 meeting
- Approved on 1st reading the Westbrook at Creekmoor Fifteenth Final Plat

#### **January 28, 2019**

- Approved on 2nd reading the Westbrook at Creekmoor Fifteenth Final Plat
- Approved a 1-year extension to the expiration of the preliminary plat for The Estates and Estate Villas of The Good Ranch

### Planning and Zoning Commission

#### **January 15, 2019**

- Continued the public hearing and application for the proposed Dean Commercial Preliminary Plat to the Feb. 5 Commission meeting

## Upcoming Meetings – February & March

### February 5, 2019 Planning and Zoning Commission

- Cunningham at Creekmoor 3rd Final Plat
- Dean Commercial Preliminary Plat

### February 11, 2019 City Council

- 1st reading - Cunningham at Creekmoor 3rd Final Plat

### February 19, 2019 Planning and Zoning Commission

- No items currently scheduled

### February 25, 2019 City Council

- 2nd reading - Cunningham at Creekmoor 3rd Final Plat
- 1st reading - Raymore Industrial Development reclassification of zoning
- 1st reading - Raymore Industrial Development Preliminary Plat

### March 5, 2019 Planning and Zoning Commission

- No items currently scheduled

### March 11, 2019 City Council

- No development items currently scheduled

### March 19, 2019 Planning and Zoning Commission

- No items currently scheduled

### March 25, 2019 City Council

- No development items currently scheduled

## Department Activities

- Discover Vision Center at 1018 W. Foxwood Drive recieved a Temporary Certificate of Occupancy while they finish up minor site work.
- Associate Planner David Gress met with several representatives of the Community for All Ages recognition cities to discuss modifying the checklist utilized by communities completing an assessment for silver level recognition as a Community for All Ages by adding one or more policies and action that address emergency preparedness.

- Director Jim Cadoret and Associate Planner David Gress attended the annual awards meeting for Kansas City area communities recently designated as Communities for All Ages.
- GIS Coordinator Heather Eisenbarth participated in the KC Metro GIS meeting.
- Director Jim Cadoret participated in a webinar on Effective Identification and Abatement of Nuisances
- Staff continued review of the Dean Commercial Preliminary Plat, a 9-lot commercial development proposed for the southwest corner of 58 Highway and Fox Ridge Drive.
- Staff working on a research requested by the Planning & Zoning Commission on the keeping of chickens on residential lots.
- Director Jim Cadoret and Associate Planner David Gress participated in the quarterly meeting of the Cass County Non-Profits.
- Director Jim Cadoret participated in the bi-monthly meeting of those communities that are participating in the Communities for All Ages initiative.

## GIS Activities

- Geoprocessing tasks for use with elevation data
- Drafting of DFIRM amendments for 2018
- Security updates & configuration
- SAP update & development
- Addressing requests & unique asset identification
- Update of cartographic map books & printing
- Reset of dashboards for activity monitoring in 2019
- CIP planning maps & apps, concentration of requests & maintenance activity
- Public Infrastructure mapping from field notes & asbuilts
- Data development/mapping/reporting as requested







**TO: Mayor and Council**  
**From: Jeanie Woerner, City Clerk**  
**DATE: February 11, 2019**  
**Re: Missouri Ethics Commission, Personal Financial Disclosure-City staff filing requirements**

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The City of Raymore adopts an Ordinance on an annual basis to establish certain procedures disclosing potential conflicts of interest with the Missouri Ethics Commission (MEC) for certain officials and candidates for elected offices.

The Ordinance requires the chief administrative officer and chief purchasing officer for the City of Raymore to file a personal financial disclosure form for the previous calendar year by May 1 of the current year, disclosing any potential conflicts.

As outlined in Missouri State Statutes Chapter 105.483(11), this correspondence serves as a statement of compliance that the proper reports have been filed by May 1. All reports are on file in the City Clerk's office and available for public inspection.



## Municipal Division Summary Reporting

### 17th Judicial Circuit - Cass County - Raymore Municipal Division

#### I. COURT INFORMATION

<b>Reporting Period:</b>		
January	2019	<b>Court activity occurred in reporting period: Yes</b>
<b>Clerk's Physical Address:</b>		<b>Mailing Address:</b>
100 Municipal Circle Raymore, MO 64083		100 Municipal Circle Raymore, MO 64083
<b>Telephone Number:</b>		<b>Vendor</b>
(816) 331-1712		Incode (Tyler Technologies)
<b>Prepared by:</b>		<b>Prepared by E-mail Address:</b>
Donna Furr-Court Administrator		donna.r.furr@courts.mo.gov
		<b>Municipal Judge(s) Active During Reporting Period:</b>
		Ross Nigro

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
<b>A. Cases (citations / informations) pending at start of month</b>	29	1,052	680
<b>B. Cases (citations / informations) filed</b>	5	273	31
<b>C. Cases (citations / informations) disposed</b>			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	1	153	35
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	26	3
6. dismissed by court	0	9	1
7. nolle prosequi	0	10	6
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	<b>1</b>	<b>198</b>	<b>45</b>
<b>D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]</b>	<b>33</b>	<b>1,127</b>	<b>666</b>
<b>E. Trial de Novo and / or appeal applications filed</b>	<b>0</b>	<b>0</b>	<b>0</b>

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	154	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	161	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,383		

V. DISBURSEMENTS	
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>	
Fines – Excess Revenue	\$18,285.50
Clerk Fee – Excess Revenue	\$1,728.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$53.28
Bond forfeitures (paid to city) – Excess Revenue	\$272.90
<b>Total Excess Revenue</b>	<b>\$20,339.68</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>	
Fines – Other	\$10,416.00
Clerk Fee – Other	\$709.48
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$197.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,404.61
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$19.61
Law Enforcement Training (LET) Fund surcharge	\$393.26
Domestic Violence Shelter surcharge	\$788.00
Inmate Prisoner Detainee Security Fund surcharge	\$393.26
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$1,007.90
<b>Total Other Revenue</b>	<b>\$15,329.12</b>
<b>Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.</b>	
DUI	\$119.50
<b>Total Other Disbursements</b>	<b>\$119.50</b>
<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$35,788.30</b>
Bond Refunds	\$1,335.00
<b>Total Disbursements</b>	<b>\$37,123.30</b>

# **Consent Agenda**



**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, JANUARY 28, 2019 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS 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 Turnbow 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. Councilmember Abdelgawad absent.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

Public Works Director Mike Krass provided a review of the staff report included in the Council packet and reviewed current public works projects. He answered general questions from Council.

Parks and Recreation Director Nathan Musteen provided review of the staff report included in the Council packet and announced upcoming events and activities of the department. He answered general questions from Council.

Assistant City Manager Mike Ekey provided information on the City's website feature "report a concern". He answered general questions from Council.

City Manager Jim Feuerborn announced agenda items for the February 4 Council work session. City offices will be closed on February 18 in observance of President's Day Holiday. He noted the need to have a work session to hear information on annexation. Council provided consensus to schedule the work session.

## **7. Committee Reports.**

## **8. Consent Agenda.**

### **A. City Council Minutes, January 14, 2019**

### **B. Resolution 19-05, Recreation Park Wireless System-Acceptance and Final Payment**

### **C. Resolution 19-06, 2018 Sidewalk Project-Acceptance and Final Payment**

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

**DISCUSSION:** None

**VOTE:**

Councilmember Abdelgawad	Absent
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. 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 second reading of Bill 3424 by title only.

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

**DISCUSSION:** None

**VOTE:**

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

Mayor Turnbow announced the motion carried and declared Bill 3424 as **Raymore City Ordinance 2019-009**.

### **B. 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 second reading of Bill 3420 by title only.



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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3420 as **Raymore City Ordinance 2019-010.**

**C. 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 second reading of Bill 3422 by title only.

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3422 as **Raymore City Ordinance 2019-011.**

**E. 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 second reading of Bill 3423 by title only.

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

**DISCUSSION:**

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3423 as **Raymore City Ordinance 2019-012.**

**E. 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 second reading of Bill 3421 by title only.

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3421 as **Raymore City Ordinance 2019-013.**

**10. New Business. First Readings.**

**A. Communications Vehicle Contract**

**BILL 3425: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI ESTABLISHING AN AGREEMENT FOR THE PURCHASE OF A MOBILE COMMUNICATIONS/COMMAND POST VEHICLE."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3425 by title only.

Emergency Management Director Ryan Murdock and Chief of Police Jan Zimmerman provided a review of the staff report included in the Council packet. Based on Council's allocation of funding for a mobile communication and command post vehicle, staff formed a workgroup to research and design a vehicle that would assist the City and neighboring jurisdictions during critical and emergency incidents. Utilizing an authorized GSA agreement, the workgroup negotiated a contract with LDV, Inc. for the construction of a specialty vehicle for the City of Raymore. They answered general questions from Council.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3425 by title only.

**DISCUSSION:** Councilmember Holman stated his support and noted the uses of the vehicle.

Discussion ensued.

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

**B. Show Me Green Sales Tax Holiday**

**BILL 3427A: "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."**

**BILL 3427B: "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."**

Mayor Turnbow requested the City Clerk to read the title of both Bills for Council consideration.

City Clerk Jeanie Woerner conducted the first readings of Bills 3427A and 3427B by title only.

City Clerk Jeanie Woerner stated several years ago, the General Assembly enacted legislation which established the Show Me Green Sales Tax Holiday. This holiday exempts 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.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3427A by title only.

**DISCUSSION:** Councilmember Holman noted that historically, the Council has granted the sales tax exemption on an annual basis. If Bill 3427B is passed in perpetuity, it could bind future Councils to the commitment.

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

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

**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."**

City Clerk Jeanie Woerner conducted the reading of Resolution 19-04 by title only.

Director of Development Services Jim Cadoret provided a review of the staff report included in the Council packet as well as history of approval and previous extensions. Great Plains Developments, LLC is requesting a two-year extension to the February 12, 2019 expiration date of the preliminary plat for The Estates and Estate Villas of The Good Ranch. The original preliminary plat was approved in 2007 with the first extension being granted in 2008. Staff has been working with the developer to explore options and development of the property. Although this Resolution has been written to grant a two (2) year extension, staff is recommending a one (1) year extension as ten (10) years is a considerable amount of time to lapse and changes have been made to City Code that would affect this plat if it were new development. The Master Development Agreement approved in 2014 addresses City Code changes for stormwater and stormwater treatment concerns, but not the new changes in City Code.

Randal Leimer, Great Plains Real Estate Developments, LLC. stated they are requesting a two year extension to the preliminary plat. The preliminary plat was originally approved

during times of economic downfall. They are optimistic in forecasting improvements for single family development at this location.

Councilmember Holman clarified the motion with City Manager Jim Feuerborn.

Discussion ensued.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to amend Resolution 19-04 to grant a one (1) year extension.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

**AMENDED MOTION:** By Councilmember Barber, second by Councilmember Holman to approve Resolution 19-04 as amended, by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

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

**BILL 3426: "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."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3426 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. The fiscal year 2019-2020 capital budget includes several projects that will require professional materials testing and geotechnical services. Staff will negotiate scope of services on a case by case basis. Staff requests approval of a contract with Geotechnology, Inc. for these services.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3426 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

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

**BILL 3428: "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."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3428 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. The park house located 909 S. Madison has fallen in disrepair and is no longer usable. Funding for the demolition is included in the fiscal year 2019 capital improvement project fund. Staff requests approval of a contract with Tasco, LLC. for this project.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3428 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

**F. Award of Contract - Recreation Park Ballfield Lights**

**BILL 3429: "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."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3429 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. Fields one and two at Recreation Park are the only two fields at the complex without lighting. In order to accomodate night games and lighting of the remaining portion of the complex, staff requests approval of a contract with Brandy Electric, Inc. for this project.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3429 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

**G. Award of Contract - Recreation Park Pond Rehabilitation**

**BILL 3430: "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."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3430 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. This capital improvement fund project involves the dredging and bank stabilization of the pond located in Recreation Park. Staff requests approval of a contract with Rock'N Excavating for this project. He answered general questions from Council.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3430 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye

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

#### **H. Award of Contract - On-Call Electrical Services**

**BILL 3431: "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."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3431 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. This service is based on occasional needs for on-call electrical work at City facilities. Staff requests approval of a contract with Brinton Electric Co. He answered general questions from Council.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3431 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

#### **I. Contract Amendment - CFS Engineers (emergency reading) (public comment)**

**BILL 3432: "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."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3432 by title only.

City Manager Jim Feuerborn noted scribner errors in this Bill and corrected versions have been distributed.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. This Bill involves 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. He answered general questions from Council.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3432 by title only.

**DISCUSSION:** Councilmember Holman stated his agreement for the emergency reading, although he typically is not in favor of emergency readings.

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Turnbow declared Bill 3432 as an emergency and called for the second reading in its entirety. City Clerk Jeanie Woerner conducted the second reading of Bill 3432 in its entirety.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3432 in its entirety.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3432 as **Raymore City Ordinance 2019-014**.

**J. Amending City Code for vendors at City-sponsored events**

**BILL 3433: "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."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3433 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. 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 in an effort to enhance partnerships with vendors. He answered general questions from Council.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3433 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	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 Turnbow and Councilmembers commented on a letter received from Raymore resident, Linda Benson, thanking Park employee Gretna Nabb for her assistance during a recent event held at Centerview and explained the importance of the command vehicle.

Councilmember Townsend recognized Chaplain J. C. Beckner who recently addressed a civic organization Mr. Townsend is involved in, offering insight into the support services pastors offer to law enforcement officers.

Councilmember Burke noted recent economic indices being negative and challenged Council and staff to be mindful of being good financial stewards for the City.

Councilmember Circo recognized the importance of parks projects considered by the Council on this agenda.

Councilmember Holman recognized Park Board Chairman Trautman in attendance to support park projects on the agenda and spoke in honor of former Raymore police officer Tony Yates who recently passed.

Councilmember Barber thanked the ERC committee for a very successful holiday event.

Councilmember Berendzen commended park staff on the success of a recent basketball tournament held at the Raymore Activity Center.

Mayor Turnbow recalled his personal knowledge of Tony Yates under his tenure as Chief of Police and spoke to the five Houston, Texas police officer involved in a shooting this evening. He thanked Mr. Ekey for the information on using the City's "report a concern" feature.

**13. Adjournment.**

**MOTION:** By Councilmember Barber, second by Councilmember Holman to adjourn.

<b>VOTE:</b>	Councilmember Abdelgawad	Absent
	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 8:25 p.m.

Respectfully submitted,

Jeanie Woerner  
City Clerk





**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: 02/11/2019

SUBMITTED BY: Jan Zimmerman

DEPARTMENT: Police

- |                                    |  |                                       |   |
|------------------------------------|--|---------------------------------------|---|
| <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**

STEP Grants - Hazardous Moving Violations & DWI Enforcement

**STRATEGIC PLAN GOAL/STRATEGY**

2.3: Improve safety for all modes of travel throughout the community

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

Estimated Start Date  
October 1, 2019

Estimated End Date  
September 30, 2020

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The two attached Resolutions are for a continuation of what is commonly referred to as the City's "STEP Grant" (Safety Traffic Enforcement Program), through the Missouri Division of Traffic and Highway Safety. One Resolution is for the overtime enforcement of hazardous moving violations, the other Resolution is for overtime funding for DWI enforcement.

In 1998, the law enforcement agencies of Cass County formed the Safety Traffic Enforcement Program (STEP) coalition. Through this organization, multi-jurisdictional enforcement is conducted monthly in an effort to reduce the number of persons killed or injured in motor vehicle crashes.

The majority of the law enforcement agencies involved with STEP are small police departments with limited budgets, manpower, and equipment. With grant funding from the Missouri Division of Traffic and Highway Safety, the agencies are able to operate concentrated enforcement efforts in high crash locations throughout the county.

**RESOLUTION 19-07**

**“A RESOLUTION OF THE RAYMORE CITY COUNCIL STATING INTENT TO SEEK FUNDING THROUGH THE MISSOURI DIVISION OF TRAFFIC AND HIGHWAY SAFETY FOR THE ENFORCEMENT OF HAZARDOUS TRAFFIC VIOLATIONS AND AUTHORIZING THE CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING.”**

**WHEREAS**, the Raymore Police Department is committed to enhancing the safety of the motoring public and dedicated to providing the citizens of Raymore with quality police services.

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

Section 1. The Raymore City Council desires to participate with the Missouri Division of Traffic and Highway Safety in an effort to enhance traffic safety and reduce traffic crashes.

Section 2. The Missouri Division of Traffic and Highway Safety offers communities monetary assistance by providing overtime funds for the enforcement of hazardous traffic violations affecting traffic safety, in an effort to reduce traffic crashes.

Section 3. The City of Raymore benefited in the past and continues to benefit from Missouri Division of Traffic and Highway Safety funding for the enforcement of hazardous traffic violations.

Section 4. The City of Raymore intends to continue enforcement efforts to reduce traffic crashes.

Section 5. The City Manager is authorized to prepare and submit the appropriate documents to the Missouri Division of Traffic and Highway Safety in an effort to secure funding to enhance traffic safety and reduce traffic crashes in the City of Raymore.

**DULY READ AND PASSED 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



## RESOLUTION 19-08

**“A RESOLUTION OF THE RAYMORE CITY COUNCIL STATING INTENT TO SEEK FUNDING THROUGH THE MISSOURI DIVISION OF TRAFFIC AND HIGHWAY SAFETY FOR THE ENFORCEMENT OF ALCOHOL-RELATED TRAFFIC VIOLATIONS AND AUTHORIZING THE CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING.”**

**WHEREAS**, the Raymore Police Department is committed to enhancing the safety of the motoring public and dedicated to providing the citizens of Raymore with quality police services.

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

Section 1. The Missouri Division of Traffic and Highway Safety offers monetary assistance by providing overtime funds for the enforcement of drinking and driving laws affecting traffic safety, in an effort to reduce alcohol-related traffic crashes.

Section 2. The City of Raymore benefited in the past and continues to benefit from Missouri Division of Traffic and Highway Safety funding for the enforcement of alcohol-related traffic violations.

Section 3. The City of Raymore intends to continue enforcement efforts to reduce alcohol-related traffic crashes.

Section 4. The City of Raymore desires to participate with the Missouri Division of Traffic and Highway Safety in an effort to enhance traffic safety and reduce alcohol-related traffic crashes.

Section 5. The City Manager is authorized to prepare and submit the appropriate documents to the Missouri Division of Traffic and Highway Safety in an effort to secure funding to enhance traffic safety and reduce alcohol-related traffic crashes in the City of Raymore.

**DULY READ AND PASSED 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

**RESOLUTION 19-09**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND ACCEPTING THE 2018 OWEN GOOD FORCE MAIN VALVE REPLACEMENT 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 Owen Good Force Main Valve Replacement Project is accepted.

Section 2. The final payment in the amount of \$1,633.80 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 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



# **Unfinished 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](http://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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<b>6. Issued By:</b> General Service Administration AUTOMOTIVE CENTER (FFA) 1800F STREET, NW WASHINGTON DC 20405	<b>7. Administered By: (If Other)</b> GSA/FAS/QVOCF 450 GOLDEN GATE AVE 5 FL. EAST SAN FRANCISCO, CA 94102
--	---

<b>8. Name and Address of Contractor (No. Street, County, State and Zip Code)</b> LDV, INC. 180 INDUSTRIAL DR  BURLINGTON, WI 531052307	<b>9A Amendment of Solicitation No:</b>  <b>9B. Dated (See Item 11)</b>  <b>10A. Modification of Contract/Order No.</b> GS-30F-0009L <b>10B. Dated (See Item 13)</b> 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(h). 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 <b>Signature Not Required</b> <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA By <b>Signed electronically</b> 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

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Block 13.D:

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



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[www.ldvusa.com](http://www.ldvusa.com)

**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

<b>Total price per unit</b>	<b>\$440,829.00</b>
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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><b><u>CHASSIS/BODY DIMENSIONS:</u></b>                      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><b><u>CHASSIS:</u></b></p>
2.01	1	<p>2019 Freightliner MT-55 forward control chassis. 30,000-lb GVWR with air brakes and air suspension</p> <p><b><u>ENGINE:</u></b>                      • 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 &amp; silicate free) extended life coolant                      • Gates blue stripe coolant hoses or equivalent                      • 1000 watt/115 volt block heater</p> <p><b><u>TRANSMISSION:</u></b>                      • Allison 2500 EVS automatic transmission with PTO provision                      • Synthetic transmission fluid (TES-295 compliant)</p> <p><b><u>FRONT AXLE AND EQUIPMENT:</u></b>                      • 10,000# drop single front axle                      • Front oil seals                      • Synthetic SHC007 front axle lube                      • TRW TAS-65 power steering</p> <p><b><u>FRONT SUSPENSION:</u></b>                      • 10,000# taperleaf front suspension                      • Front stabilizer bar                      • Front shock absorbers</p> <p><b><u>REAR AXLE AND EQUIPMENT:</u></b>                      • 20,000# single rear axle                      • 5.13 rear axle ratio</p>



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





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Item	Qty	
		<ul style="list-style-type: none"> <li>• Cruise control switches</li> <li>• Programmable RPM ctrl w/low voltage auto high idle &amp; rpm ctrl switches</li> <li>• Wagner 7212 turn signal flasher</li> </ul> <p>Note: chassis specifications are from Freightliner Custom Chassis and are subject to change without notice.</p>
2.02		<p><b><u>CHASSIS WARRANTY:</u></b></p> <ul style="list-style-type: none"> <li>• Three (3)-year/50,000 mile <i>Freightliner</i> MT-55 chassis warranty.</li> <li>• Three (3)-year/unlimited miles <i>Cummins</i> engine warranty.</li> <li>• Five (5)-year/unlimited miles <i>Allison EVS</i> transmission warranty.</li> </ul>
2.03	1	<p>Chassis starter interlock system.</p> <ul style="list-style-type: none"> <li>• Chassis starter is disabled when any of the connected systems is not ready for vehicle travel.</li> <li>• Dash mounted indicator light(s) show which device is engaging the interlock.</li> <li>• Override button allows for moving the vehicle in an emergency situation.</li> </ul>
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		<b><u>BODY:</u></b>
3.01	1	<ul style="list-style-type: none"> <li>• Load space area shall be 83" high x 87.5" wide x 30' long load space all aluminum step van body.</li> <li>• 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.</li> <li>• 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.</li> <li>• Sedan doors shall have a 0.125" aluminum tread plate step well for 18" skirt depth.</li> <li>• Sedan doors shall have black non-skid tape on all door entry sills.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• Extruded aluminum floor with interlocking planks, 1.88" high x various widths, 0.125" top</li> </ul>



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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"> <li>• 12" high one-piece wrap around stainless steel front bumper polished to a #8 finish.</li> <li>• Tinted safety plate glass windshield with driver and passenger sun visors.</li> <li>• Full width 12" deep heavy-duty aluminum rear bumper with center step, painted to match the body.</li> <li>• Integral cab air conditioning and heating system with dash controls.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• Intermittent windshield wiper/washer with single heavy-duty windshield wiper motor.</li> <li>• Custom front wheel cutouts for 10R22.5 tires.</li> <li>• Rear frame-mounted tow eyes extending past body.</li> <li>• Aluminum engine box cover with acoustical and thermal insulation. Black molded ABS composite engine box overlay.</li> <li>• Acoustical and thermal insulation with heat shield on exterior fire-wall..</li> <li>• Full length skirting. Skirt shall extend 18" down from the bottom of floor extrusions.</li> <li>• Dash shall be vacuum formed ABS composite with integrated control pod located left of dash.</li> <li>• All clearance and side marker lights to be LED.</li> <li>• Standard structural warranty of 5 years or 50,000 miles and standard component warranty of 12 months or 12,000 miles.</li> <li>• 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.</li> </ul> <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><b>NOTE:</b> Interior window covering will be a mini blind.</p>
3.03	1	<p>Exterior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door.</p>
3.04	1	<p>Interior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door.</p>
3.05	1	<p>Automatic LED courtesy light at entry door.</p>
3.06	1	<p>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.</p>
3.07	1	<p><i>Lippert</i> Treadlite 30" wide - single - automatic electric steel entry step with LED ground light. Step mounted under entry door.</p>



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		<b>NOTE:</b> 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"> <li>• 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.</li> <li>• Whelen M6 series LED arrow shaped amber turn signal, model number M6T.</li> <li>• Whelen M6 series LED brake/tail light heads, model number M6BTT.</li> <li>• Whelen M6 series LED back-up light heads, model number M6BUW.</li> </ul>
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"> <li>• Electric over hydraulic control system programmed to lower the slide out to floor height after full extension of 26".</li> <li>• Awning that automatically extends and retracts over the top of the room to protect from weather and debris.</li> <li>• Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions.</li> <li>• No track or hardware shall be attached to the ceiling of the body.</li> </ul>
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		<b><u>PAINT / GRAPHICS:</u></b>
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		<b><u>PATRIOT ONYX INTERIOR:</u></b> <ul style="list-style-type: none"> <li>• Wall Covering: #66 Silver Smooth FRP</li> <li>• Ceiling Fabric: Chrome</li> <li>• Floor Covering: #150 Onyx PVC Flooring</li> <li>• Office Chairs: Black</li> <li>• Vinyl Coverings: #WH1-2140 Whisper Black</li> <li>• Cabinets: #EBT-2-2002 Black Powder Coated Aluminum available in RAL-7035 Grey on request</li> <li>• Counters and Tables: #4880-38 Carbon Mesh</li> </ul> Note: Manufacturer reserves the right to substitute equivalent materials.
6.00		<b><u>DRIVER / PASSENGER CAB AREA:</u></b>
6.01	1	Walk-in van custom cab area finishing. <ul style="list-style-type: none"> <li>• Cover cab doors with aluminum panels powder coated black.</li> <li>• Heavy-duty rubber grab handle on each door.</li> </ul>



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Item	Qty	
		<ul style="list-style-type: none"> <li>• Panels covered with vinyl or fabric above driver and passenger doors.</li> <li>• Vehicle height sign on dash.</li> <li>• Insulated black rubber mat in driver and passenger toe plate area.</li> <li>• Insulate walls in kick plate area and install black carpeted panels.</li> <li>• 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</li> <li>• Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.</li> </ul>
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"> <li>• Vehicle height sign on dash.</li> <li>• 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</li> <li>• Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.</li> </ul>
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"> <li>• Woven fabric made of pigmented and acrylic top coated 45% polyester / 55% cotton fabric</li> <li>• Tensile Strength: 283 lbs. x 214 lbs.</li> <li>• Manufacturer's 5-year limited warranty</li> <li>• Seams shall be double stitch/single fold</li> <li>• Meets California State Fire Marshall requirements for flame retardancy - Title 19, CPAI-84 (Section 6), and FMVSS-302</li> </ul> <p><b>NOTE:</b>                      Blackout curtain color will be TBD</p>
7.00		<b><u>WALLS, CEILING AND FLOOR:</u></b>
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"> <li>• Cover interior roof beams with 1/2" plywood.</li> <li>• Modular panel design allows for manageable future additions and repairs.</li> <li>• Plywood Panels covered in acoustical fabric.</li> </ul> <p><b>NOTE:</b>                      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</i> 150 Onyx 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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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.  <b>NOTE:</b> 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.  <b>NOTE:</b> Interior window covering will be a mini blind.
8.00		<b><u>GALLEY / LAVATORY:</u></b>
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"> <li>• 2.7 cu. ft. capacity.</li> <li>• Freezer shelf for ice cube tray.</li> <li>• Door bin holds 2-liter containers.</li> <li>• Integrated door latch.</li> <li>• 120/230Vac 50/60 Hz and 12/24 Vdc</li> </ul>
9.00		<b><u>SEATING:</u></b>
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"> <li>▪ Fabricate and install fixed bench seating with drawer underneath as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl.</li> <li>▪ Conference table covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.</li> </ul>
9.04		<b><u>BENCH SEAT REQUIREMENTS:</u></b> <ul style="list-style-type: none"> <li>• Foam for seat backs and bottoms shall be firm density.</li> <li>• All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials.</li> <li>• Material corners shall be squared or angled to fit precise cut of foam.</li> <li>• Foam shall be bonded to plywood backer with industrial grade adhesive.</li> <li>• Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples.</li> </ul>
10.00		<b><u>CABINETS:</u></b>
10.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: <ul style="list-style-type: none"> <li>• Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames.</li> <li>• Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached.</li> <li>• Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames.</li> <li>• Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum,</li> </ul>





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		with a 0.040" aluminum door back attached. • 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		<b><u>HVAC SYSTEM:</u></b>
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: • 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		<b><u>AC ELECTRICAL SYSTEM:</u></b>
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: • 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  Compartment shall be constructed to the following specifications: • 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"> <li>• Stainless steel door hinges attached with stainless steel machine screws.</li> <li>• Flush mounted door handles with slam latches.</li> <li>• 0.125" perforated aluminum panels on interior door surfaces.</li> <li>• Gas charged lift/support cylinders to hold doors open at 90° .</li> <li>• Industrial grade neoprene gasket door seals.</li> <li>• 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.</li> </ul> <p><b>NOTE:</b>                      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.                      Product features:</p> <ul style="list-style-type: none"> <li>• UL listed: UL1449 3rd Edition</li> <li>• LED visual verification of status</li> </ul>
12.03	1	<p>LDV exclusive Intel-I-Touch™ vehicle automation control system.                      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"> <li>• One (1) 10" LCD touch screen with custom graphics for control and monitoring at separate control stations</li> <li>• Touch pads with custom graphics for local control</li> <li>• AC power distribution control and monitoring for the generator with power management</li> <li>• DC power distribution control and monitoring</li> <li>• Manual or automatic generator control</li> <li>• HVAC and temperature control.</li> <li>• Lighting control Day/Night mode</li> <li>• Automatic power transfer switches</li> <li>• Automated startup and shutdown procedures</li> <li>• Seamless control of generators, lighting, awnings and additional devices</li> <li>• Mast control</li> <li>• Safety interlocks</li> </ul> <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"> <li>• Waterproof shore power inlet with cap</li> <li>• 50-ft. 50A-125/250Vac shore power cord</li> <li>• 6-ft. 50A-125/250Vac pigtail</li> </ul>
12.06	2	<p>20A-125Vac duplex receptacle. Receptacle is not dedicated to any installed equipment.</p> <p><b>NOTE:</b>                      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.  <b>NOTE:</b> One (1) in Galley One (1) in exterior workstation compartment
12.09	2	20A-125Vac exterior GFCI duplex receptacle.  <b>NOTE:</b> 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"> <li>• Satin anodized finish. The finish resists rust, corrosion and fading. Material extruded from 6063-T5 aluminum alloy.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• UL5 and ADA compliant. Raceway and fittings meet UL5 specifications and can be installed in conformance with ADA requirements</li> </ul>
12.11	1	APC Smart-UPS 3,000VA rack mount UPS, SRT3000RMXLA (or current model). Product features: <ul style="list-style-type: none"> <li>• 3,000VA/2,700W output capacity</li> <li>• 120V output voltage</li> <li>• (8) NEMA 5-20R and (1) NEMA L5-30R output receptacles</li> <li>• Typical Backup Time at Half Load 19.2 minutes (1125 Watts)</li> <li>• Typical Backup Time at Full Load 5.7 minutes (2250 Watts)</li> <li>• Dimensions: 3.35"H x 17"W x 25"D</li> </ul>
12.12		<b><u>AC WIRING REQUIREMENTS:</u></b> <ul style="list-style-type: none"> <li>• All AC main wiring shall be stranded THHN wire and run in non-metallic <i>Carlton</i> Carflex liquid tight conduit.</li> <li>• 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.</li> <li>• All electrical circuits and appliances shall conform to applicable national electrical codes.</li> </ul>
13.00		<b><u>DC ELECTRICAL SYSTEM:</u></b>
13.01	1	• 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"> <li>• Three (3) electronic converter/chargers, 80 amp minimum output each.</li> </ul> Converter/charger features: <ul style="list-style-type: none"> <li>• Charges three banks of batteries at the same time.</li> <li>• UL listed for safety.</li> <li>• Manual reset circuit breaker.</li> <li>• Reverse battery protection.</li> <li>• Electronic current limiting.</li> </ul>





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		<ul style="list-style-type: none"> <li>• High voltage protection.</li> <li>• All DC electrical and metering switched and monitored through the multiplex system.</li> </ul>
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><b><u>12VDC WIRING REQUIREMENTS:</u></b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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).</li> <li>• Circuit breaker functions shall be identified by engraved or printed labels.</li> <li>• All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569"</li> <li>• All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028</li> <li>• 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.</li> <li>• All wiring shall be numbered or lettered on 6" centers minimum.</li> <li>• Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required.</li> <li>• Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms.</li> <li>• All wire bundles shall be tied with trimmed nylon ties.</li> <li>• Extreme care shall be exercised to provide for easy serviceability of the system in future years.</li> <li>• 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.</li> <li>• A high-current 12Vdc system wiring schematic shall be provided.</li> <li>• These are the minimum acceptable 12Vdc wiring requirements.</li> </ul>
14.00		<b><u>EMERGENCY LIGHTING / SIRENS:</u></b>
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		<b><u>AUDIO / VIDEO:</u></b>
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"> <li>• Motion Rate: 120</li> <li>• Backlight: LED</li> <li>• Smart Functionality: Yes- built in Wi-Fi</li> <li>• Dimensions (W x H x D): TV w/o stand: 36.1 x 21.1 x 2.5</li> <li>• Inputs: 3 HDMI, 2 USB</li> </ul>
15.03	1	Samsung UN43J5200AFXZA - 43" LED TV (or current model) with wall mount bracket. Product features: <ul style="list-style-type: none"> <li>• Resolution 1920 x 1080</li> <li>• Component , Composite</li> <li>• (2) HDMI, (1) USB</li> <li>• Sound Output (2) Speakers</li> <li>• DTV Tuner/ATSC / Clear QAM</li> <li>• DirecTV Ready, Wi-Fi Ready, Smart TV</li> <li>• Dimensions: 38.8" x 22.3" x 2.3" (W x H x D), weight 16.5 lbs</li> </ul>
15.04	2	Samsung UN49M5300AFZA 49-Inch Smart LED TV with wall mount bracket. Features: <ul style="list-style-type: none"> <li>• Motion Rate: 120</li> <li>• Backlight: LED</li> <li>• Smart Functionality: Yes- built in Wi-Fi</li> <li>• Dimensions (W x H x D): TV w/o stand: 44 x 25.6 x 2.9</li> <li>• Inputs: 2 HDMI, 1 USB</li> </ul>
15.05	2	Custom powder coated aluminum mount for TV.
15.06	1	Weatherproof single door exterior work station and TV/monitor compartment. Constructed from 0.125" aluminum with all welded seams and hinged at the top. Includes: <ul style="list-style-type: none"> <li>• Internal flip down work surface</li> <li>• LED strip light (illuminates when door is opened)</li> <li>• Gas charged lift support and locking latch</li> </ul>
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	HDMI Matrix Switcher, Includes: Extron DXP 88 HD 4K, high performance HDMI matrix switchers for video signals at resolutions up to 4K. Includes all HDMI Cables as required.
15.10	2	Extron MKP 2000 X-Y Remote Control Panel for Extron Matrix Switchers <ul style="list-style-type: none"> <li>• Compatible with most Extron RS-232 and Ethernet-enabled Matrix Switchers</li> <li>• 10-key numeric keypad</li> <li>• Virtual I/O grouping</li> <li>• RS-232 pass-through port</li> <li>• Unlimited control points</li> </ul>
15.11		Extron Transmitter for HDMI 60-1271-12 DTP HDMI 4K 230 TX <ul style="list-style-type: none"> <li>• Transmits HDMI plus control and analog audio up to 230 feet (70 meters) over a shielded CATx cable</li> <li>• Supports computer and video resolutions up to 4K</li> </ul>
15.12		Extron Receiver for HDMI 60-1271-13 DTP HDMI 4K 230 RX <ul style="list-style-type: none"> <li>• Receives HDMI plus control and analog audio up to 230 feet (70 meters) over a shielded CATx cable</li> </ul>



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Item	Qty	
		• 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		<b><u>MAST AND MAST MOUNTED EQUIPMENT:</u></b>
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.  <b>NOTE:</b> 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		<b><u>RADIOS:</u></b>
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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Item	Qty	
		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"> <li>• NMO-style base on the roof or antenna raceway, as applicable.</li> <li>• LMR195 antenna cable routed to radio transceiver location in <i>Carlton</i> Carflex ENT conduit.</li> <li>• 12Vdc power routed to radio transceiver location.</li> </ul>
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"> <li>• 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.</li> <li>• 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.</li> <li>• <i>Carlton</i> Carflex ENT conduit routed from antenna raceway penetration location to radio transceiver locations.</li> </ul>
18.00		<b><u>COMPUTER NETWORK AND EQUIPMENT:</u></b>
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"> <li>• Color print; color copy; color scan; black/white fax.</li> <li>• Built-in 10/100 wired Ethernet network connectivity with 1 RJ-45 port, 1 Hi-Speed USB port.</li> <li>• Dimensions: 19.6 x 19.3 x 19.1 in - 54.5 lbs.</li> </ul> <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		<b><u>MISCELLANEOUS ELECTRONICS:</u></b>
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.  <b>NOTE:</b> 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		<b><u>EXTERIOR STORAGE COMPARTMENTS:</u></b>
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.  <b>NOTE:</b>



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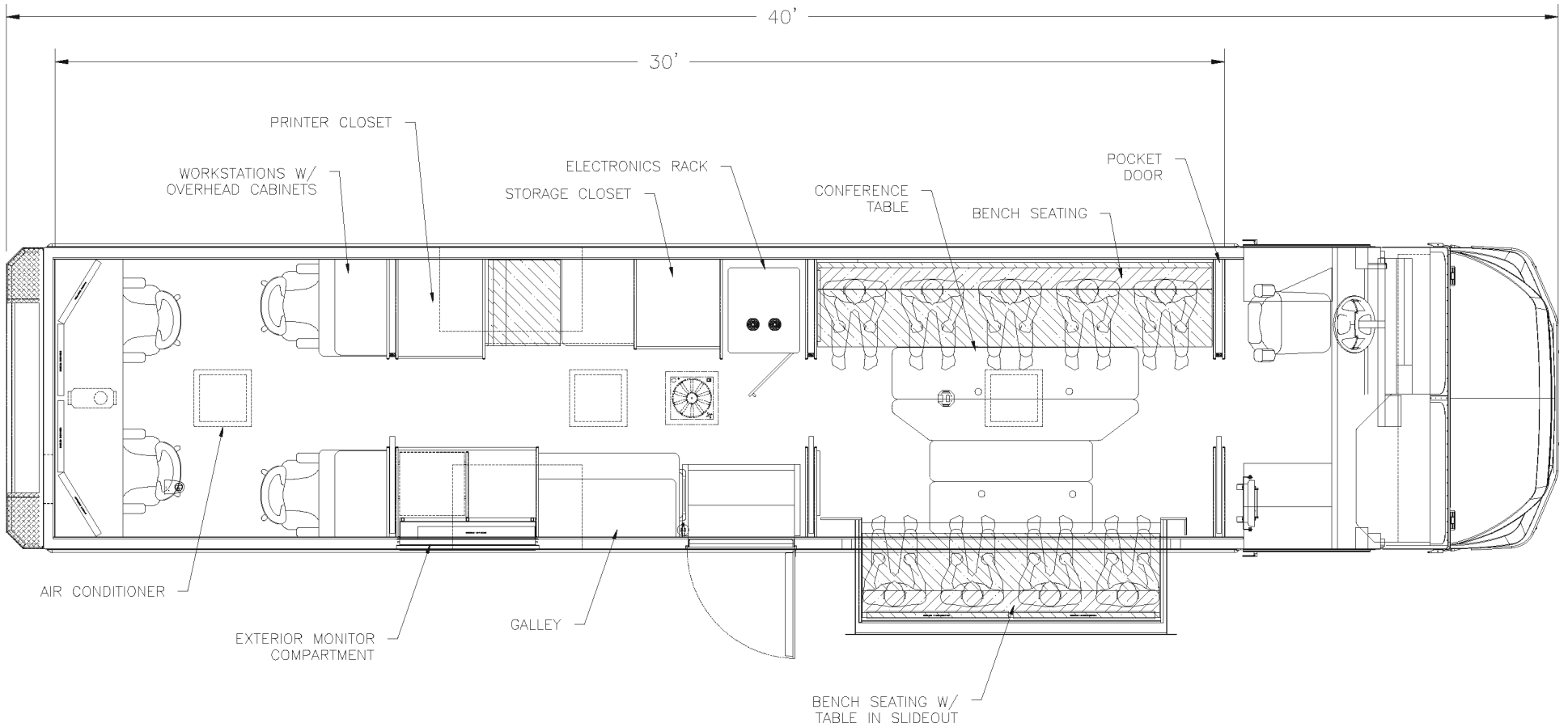
Item	Qty	
		Slide-out pump
20.02	1	Single door underbody storage compartment with approximate interior dimensions of 15" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams.
20.03		Compartments listed above will be constructed to the following specifications: <ul style="list-style-type: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



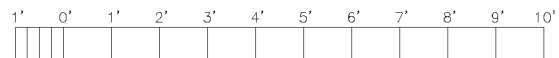
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Item	Qty	
		manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
21.07	1	<p>At time of acceptance at LDV's facility an LDV representative will provide up to eight (8) hours of orientation on LDV provided 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"> <li>• Radio and telephone system programming.</li> <li>• Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access.</li> <li>• Loading and configuring computer software.</li> </ul> <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>





## FLOOR PLAN



120 VAC	HDMI PORT	SURVEILLANCE CAMERA	POWER ROOF VENT
120 VAC WITH DUAL USB PORTS	VGA PORT	EXTERIOR 120 VAC G.F.I.	
120 VAC G.F.I.	DB9 JACK	CO/SMOKE DETECTOR	
INVERTER	DB15 JACK	SPEAKER VOLUME	
12 VDC	TV ANTENNA	SPEAKER	
SPARE PLATE	SWITCH		
RJ-45 NETWORK JACK			
RJ-11 TELEPHONE JACK			

SOME ITEMS SHOWN MAY BE CUSTOMER SUPPLIED OR OPTIONAL. REFER TO SPECIFICATIONS FOR DETAILS.

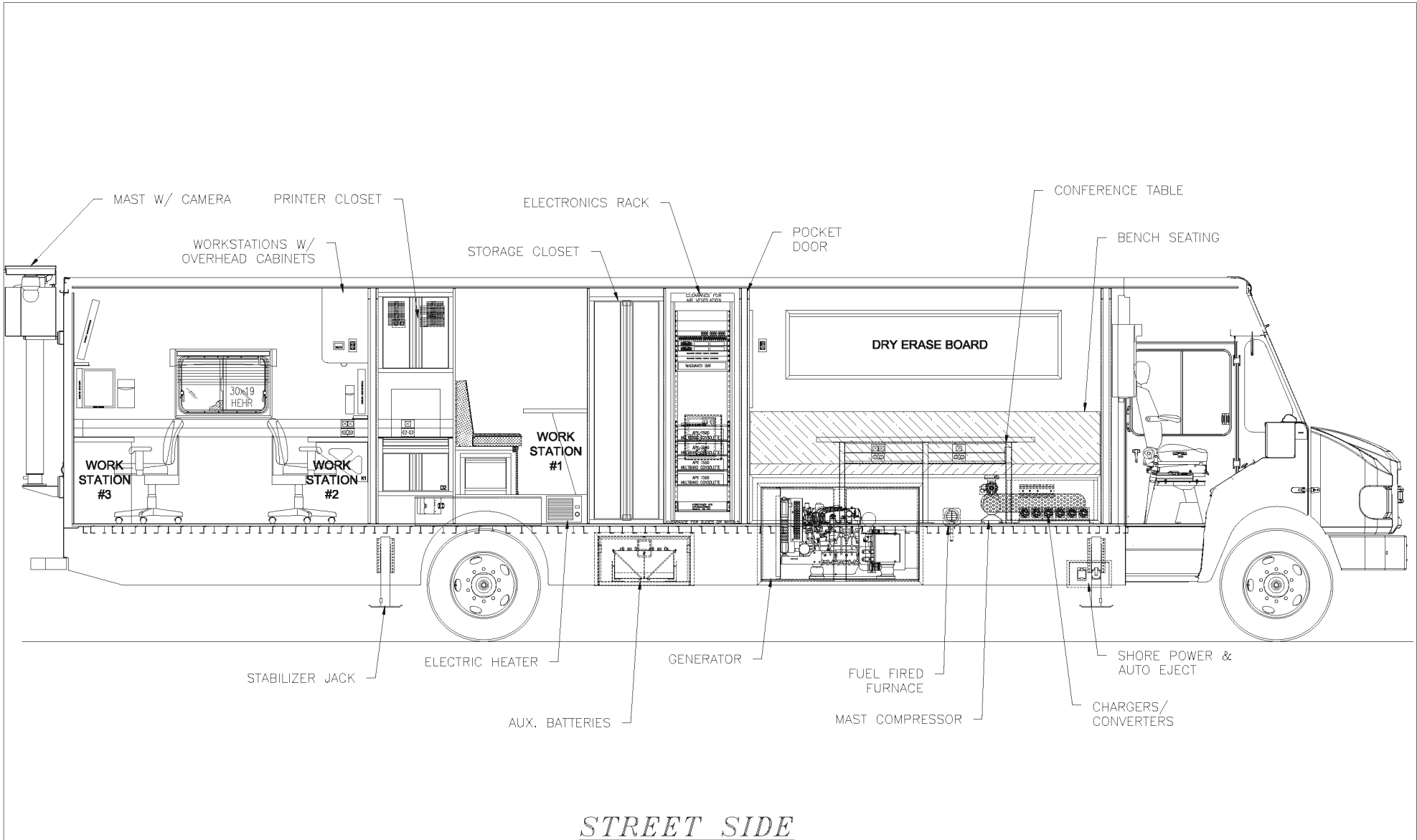
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REVISIONS			
NO.	DESCRIPTION	DATE	BY
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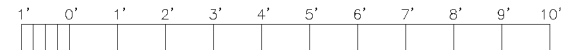


RAYMORE EM (MO)  
S40MCC-33950-18

DRAWN BY J. BROTHERTON	DATE 12.19.18	SCALE 1/4" = 1'-0"
PROJECT MGR.	DATE	DWG. TYPE PROPOSAL
DRAWING REFERENCE SALES		



*STREET SIDE*



- |                             |            |                         |                 |
|-----------------------------|------------|-------------------------|-----------------|
| 120 VAC                     | HDMI PORT  | SURVEILLANCE CAMERA     | POWER ROOF VENT |
| 120 VAC WITH DUAL USB PORTS | VGA PORT   | EXTERIOR 120 VAC G.F.I. |                 |
| 120 VAC G.F.I.              | DB9 JACK   | CO/SMOKE DETECTOR       |                 |
| INVERTER                    | DB15 JACK  | SPEAKER VOLUME          |                 |
| 12 VDC                      | TV ANTENNA | SPEAKER                 |                 |
| SPARE PLATE                 | SWITCH     |                         |                 |
| RJ-45 NETWORK JACK          |            |                         |                 |
| RJ-11 TELEPHONE JACK        |            |                         |                 |



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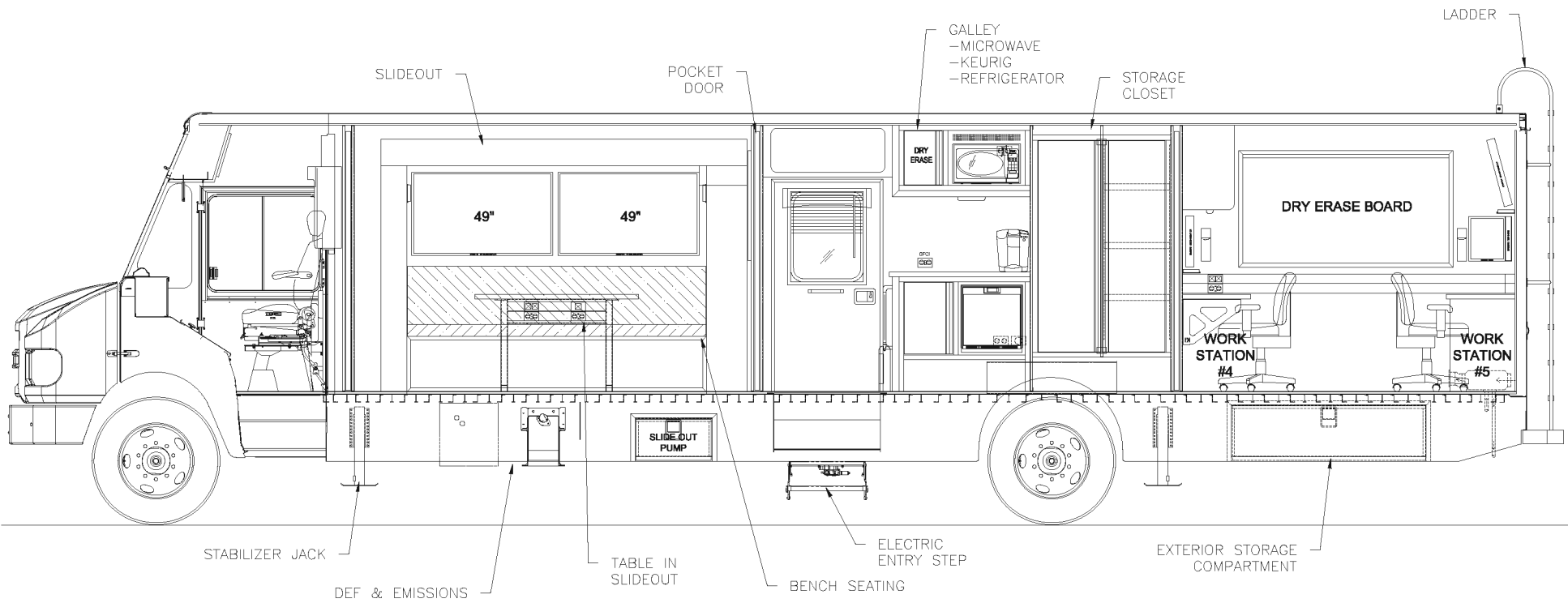
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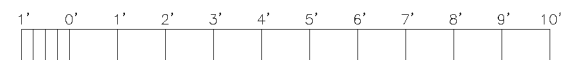
RAYMORE EM (MO)  
S40MCC-33950-18

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PROJECT MGR.	DATE	DWG. TYPE PROPOSAL
DRAWING REFERENCE SALES		





CURB SIDE



- |                             |            |                         |                 |
|-----------------------------|------------|-------------------------|-----------------|
| 120 VAC                     | HDMI PORT  | SURVEILLANCE CAMERA     | POWER ROOF VENT |
| 120 VAC WITH DUAL USB PORTS | VGA PORT   | EXTERIOR 120 VAC G.F.I. |                 |
| 120 VAC G.F.I.              | DB9 JACK   | CO/SMOKE DETECTOR       |                 |
| INVERTER                    | DB15 JACK  | SPEAKER VOLUME          |                 |
| 12 VDC                      | TV ANTENNA | SPEAKER                 |                 |
| SPARE PLATE                 | SWITCH     |                         |                 |
| RJ-45 NETWORK JACK          |            |                         |                 |
| RJ-11 TELEPHONE JACK        |            |                         |                 |

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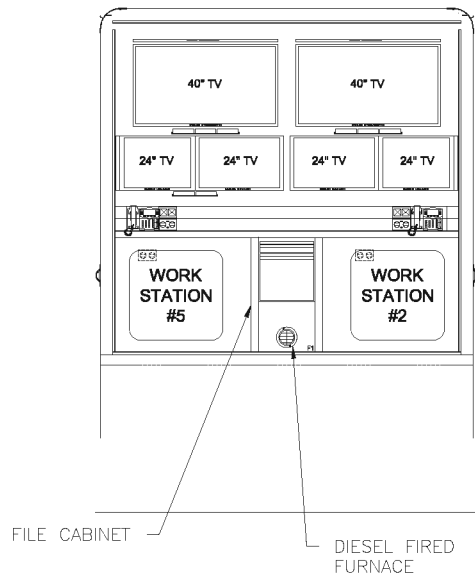
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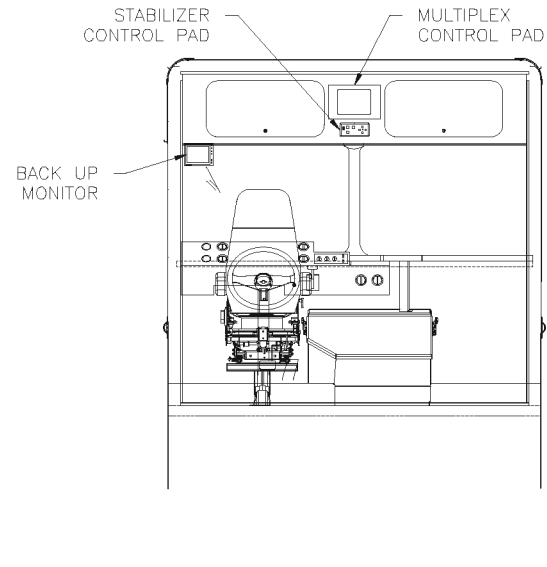


RAYMORE EM (MO)  
S40MCC-33950-18

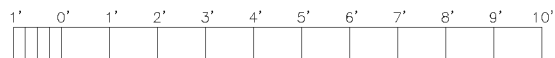
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PROJECT MGR.	DATE	DWG. TYPE PROPOSAL
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*REAR*



*FRONT*



- 120 VAC
- 120 VAC WITH DUAL USB PORTS
- 120 VAC G.F.I.
- INVERTER
- 12 VDC
- SPARE PLATE
- RJ-45 NETWORK JACK
- RJ-11 TELEPHONE JACK

- HDMI PORT
- VGA PORT
- DB9 JACK
- DB15 JACK
- SPEAKER VOLUME
- TV ANTENNA
- SWITCH

- SURVEILLANCE CAMERA
- EXTERIOR 120 VAC G.F.I.
- CO/SMOKE DETECTOR
- SPEAKER



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DRAWING REFERENCE SALES		



**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: 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
----------------------	--------------------

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:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
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: Corporate Risk Manager

Attest:  \_\_\_\_\_  
Frank Callanan, Vice President

## **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 Call  
Signature

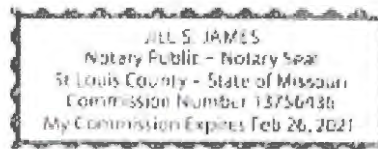
Name: Frank Callanan

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
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**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

*Spare 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

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**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: \_\_\_\_\_  
*Candy Scott*

Title: \_\_\_\_\_  
*Vice - President*

Attest: \_\_\_\_\_  
*Brian Scott*

**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 CPQ 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) Randy 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 641061  
City State Zip

PHONE: 816-269-9507

E-MAIL: tascollc2016@yahoo.com

DATE: 12-19-2018 Randy / Vice President  
(Month-Day-Year) Signature of Officer/Title

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

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

<b>COMPANY NAME</b>	City of Raymore
<b>ADDRESS</b>	100 Municipal Cir Raymore MO 64083
<b>CONTACT PERSON</b>	Phil Becker
<b>CONTACT EMAIL</b>	JBecker@raymore.com
<b>TELEPHONE NUMBER</b>	816-646-6785
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	\$ 299,350.00 195th St Culvert Serv. 2016

<b>COMPANY NAME</b>	Osceola City MO
<b>ADDRESS</b>	210 Olive St Osceola MO 64776
<b>CONTACT PERSON</b>	Rob Hechenlively
<b>CONTACT EMAIL</b>	mayor@cityofosceola.com
<b>TELEPHONE NUMBER</b>	417-646-6421
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Osceola Boat Ramps 130,000.00 12-15-17

COMPANY NAME	Pleasant Hill R-III School District
ADDRESS	316 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	316 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	1000 WE 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**        \$ 0

**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](mailto: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 179th 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 Swi, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Randy Swi

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 February, 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:**

<b>Employer</b> tascollc	
Name (Please Type or Print) tony p shore	Title
Signature Electronically Signed	Date 02/03/2016
<b>Department of Homeland Security – Verification Division</b>	
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	
<b>Information relating to your Company:</b>	
Company Name	tascoltc
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.

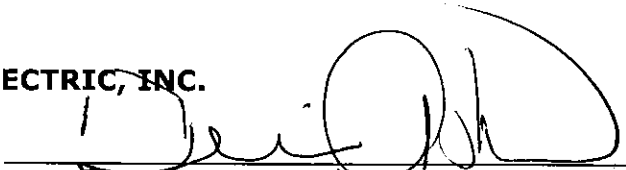
**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest: \_\_\_\_\_  
Jean Woerner, City Clerk

(SEAL)

**BRANDY ELECTRIC, INC.**

By: \_\_\_\_\_  


Title: \_\_\_\_\_  
President

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 Terri Asher, Pres.  
(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 19-317-201

**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

<b>COMPANY NAME</b>	Mid - America Golf/Sports Const.
<b>ADDRESS</b>	1621 SE Summit, LS. MO. 64081
<b>CONTACT PERSON</b>	Jeff Porter
<b>CONTACT EMAIL</b>	jporter@mid-Americagolf.com
<b>TELEPHONE NUMBER</b>	816-524-0010
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	East HS. Athletic Field Lighting \$465,639.98 Dec. 2018

<b>COMPANY NAME</b>	National Streetscape Const
<b>ADDRESS</b>	40215. 510 Hwy 40 Blue Springs
<b>CONTACT PERSON</b>	Kevin
<b>CONTACT EMAIL</b>	ntnl.streetscape@gmail.com
<b>TELEPHONE NUMBER</b>	816-228-5777
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	\$474,000.00 Raytown Downtown Streetscape Jan. 2017

COMPANY NAME	Clarkson Const. Co.
ADDRESS	P.O. Box 34315 KCMO. MO 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. MO 64063
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 Clewenger
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
				\$
<b>TOTAL BID</b>				<b>89,950.00</b>

**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 <sup>no</sup>)

**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
				\$
<b>TOTAL BID</b>				\$ 114,250.00

**Total Bid for Proposal #1  
 Number: 19-317-201**

\$ 114,250.00

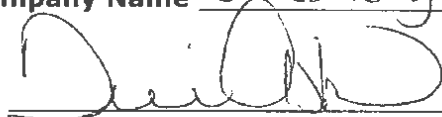
**In blank above insert numbers for the sum of the bid.**

(\$ 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 2nd 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

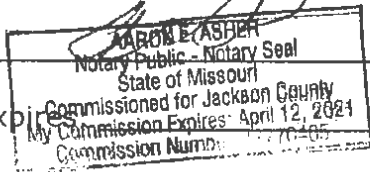
Name: Terrri Asher

Title: President

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 4<sup>th</sup> day of Dec., 2018.

Notary Public: [Signature]



My Commission Expires [Signature] 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: Melanie Hannah

Title: member

Attest: [Signature]

**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: 1580 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

<b>COMPANY NAME</b>	Hollywood Casino
<b>ADDRESS</b>	777 Hollywood Casino Blvd, KC, KS 66111
<b>CONTACT PERSON</b>	Tom Paschall
<b>CONTACT EMAIL</b>	Thomas.Paschall@PNGaming.com
<b>TELEPHONE NUMBER</b>	913-230-1034
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	\$ 66,200.00 11-27-17

<b>COMPANY NAME</b>	Kauffman Foundation
<b>ADDRESS</b>	4801 Rockhill Rd. KC, MO 64110
<b>CONTACT PERSON</b>	Lindsay Guffey
<b>CONTACT EMAIL</b>	Lindsay.Guffey@cushwake.com
<b>TELEPHONE NUMBER</b>	816-932-1209
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	\$ 17,365.00 9-18 ; \$80,000.00 4-16

<b>COMPANY NAME</b>	City of Gardner Golf Course
<b>ADDRESS</b>	120 E Main St., Gardner, Ks.
<b>CONTACT PERSON</b>	Matt McClure
<b>CONTACT EMAIL</b>	m McClure @ Gardner Kansas, gov
<b>TELEPHONE NUMBER</b>	913-856-0961
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	\$ 49,700.00 7/18

<b>COMPANY NAME</b>	Plattsburg Golf Course
<b>ADDRESS</b>	709 Quail Place, Plattsburg, MO
<b>CONTACT PERSON</b>	Gary Ellington
<b>CONTACT EMAIL</b>	GElife@aol.com
<b>TELEPHONE NUMBER</b>	816-539-3328, 816-271-3036
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	\$ 23,000.00 2/18

<b>COMPANY NAME</b>	Tom Manners
<b>ADDRESS</b>	9419 State Rt 92, Liberty, MO 64008
<b>CONTACT PERSON</b>	Tom Manners
<b>CONTACT EMAIL</b>	Tmanners@msn.com
<b>TELEPHONE NUMBER</b>	816-210-8108
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	\$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
<b>TOTAL BASE BID</b>		

**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 riprap 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. \_\_\_\_\_

Addendum No. \_\_\_\_\_

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 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

<b>COMPANY NAME</b>	City of Raytown
<b>ADDRESS</b>	10000 E 59th St Raytown MO 64133
<b>CONTACT PERSON</b>	DAVE HADDIMAN
<b>CONTACT EMAIL</b>	daveh@raytown.mo.us
<b>TELEPHONE NUMBER</b>	816 737 6000
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Many & varied, ongoing

<b>COMPANY NAME</b>	Metropolitan Community College
<b>ADDRESS</b>	3200 Broadway KC MO 64111
<b>CONTACT PERSON</b>	Beatrice Westhues
<b>CONTACT EMAIL</b>	Beatrice.westhues@mccc.edu
<b>TELEPHONE NUMBER</b>	816 6041353
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	many & varied, ongoing

<b>COMPANY NAME</b>	Raytown CZ Schools
<b>ADDRESS</b>	5911 Blue Ridge Blvd Raytown MO 64133
<b>CONTACT PERSON</b>	Josh Husted
<b>CONTACT EMAIL</b>	josh.husted@raytownschools.org
<b>TELEPHONE NUMBER</b>	816 268 7160
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	many i varied , ongoing

<b>COMPANY NAME</b>	Guadalupe Centers
<b>ADDRESS</b>	5301 E Truman Rd KCMO 64127
<b>CONTACT PERSON</b>	Alan Olson
<b>CONTACT EMAIL</b>	aolson@guadalupecenters.org
<b>TELEPHONE NUMBER</b>	816 949 9010
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	many i varied , ongoing

<b>COMPANY NAME</b>	Kansas City Public Schools
<b>ADDRESS</b>	2012 E 23rd St KCMO 64127
<b>CONTACT PERSON</b>	Allen Cassity
<b>CONTACT EMAIL</b>	acassity@kcpublicschools.org
<b>TELEPHONE NUMBER</b>	816 418 2021
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	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) 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 19-003**

**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

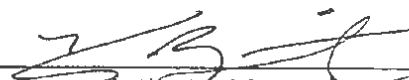
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**BID PROPOSAL FORM E – RFP 19-003  
CONTINUED**

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.
- Addendum No.
- Addendum No.
- Addendum No.
- 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: Kuoy BRINTON

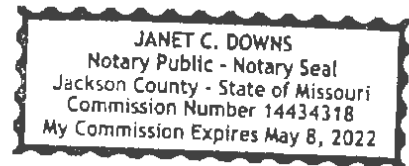
Title: President

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: 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
<b>Spring Craft Show*</b>	<b>March 9</b>	<b>RAC</b>
<b>Friday Food Fest*</b>	<b>March 22</b>	<b>T.B. or Mem.</b>
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
<b>Spirit of America Celebration*</b>	<b>June 29</b>	<b>Rec Park</b>
<b>Mini Mud Run*</b>	<b>August 16</b>	<b>Hawk Ridge</b>
Movie in the Park	August 2	T.B. or Hawk
<b>Trucktoberfest*</b>	<b>September 27</b>	<b>T.B. or Hawk</b>
<b>80's/90's Dance Party*</b>	<b>October 19</b>	<b>RAC</b>
Veterans Celebration	November 8	T.B. or Mem
<b>Holiday Craft Fair*</b>	<b>November 23</b>	<b>RAC</b>
<b>Mayor's Tree Lighting*</b>	<b>November 26</b>	<b>T.B. Hanna</b>
Holiday Movie Night	December 13	RAC



# **New Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: February 11, 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 3434 - Sewer Camera

**STRATEGIC PLAN GOAL/STRATEGY**

2.2.3 Value and protect natural resources and green spaces.

**FINANCIAL IMPACT**

Award To:	CUES Inc.
Amount of Request/Contract:	\$108,830
Amount Budgeted:	\$110,000
Funding Source/Account#:	Stormwater(46) \$55,000 Enterprise Maint.(54) \$55,000

**PROJECT TIMELINE**

Estimated Start Date

Estimated End Date

N/A

N/A

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:

Date:

Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Price quote and specifications

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The FY 2019 Capital Budget includes funding in the amount of \$110,000 for the replacement of the camera and other hardware that is used for televised inspection of the sanitary and storm sewer underground pipe network.

Staff is recommending the purchase of this equipment from CUES, Inc. through the Houston-Galveston Area Council (H-GAC) cooperative purchasing contract in the amount of \$108,830. The City has previously used this cooperative for the purchase of the VacCon sewer jetter and the paint striper utilized by Public Works Operations and Maintenance.

The City's purchasing policy allows for direct purchase of goods and services through cooperative purchasing contracts.



**BILL 3434**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN AGREEMENT FOR THE PURCHASE OF A SEWER CAMERA."**

**WHEREAS**, the Raymore City Council appropriated funding in the FY 2019 budget for the purpose of purchasing a sewer camera; and

**WHEREAS**, after extensive research, CUES, Inc. was selected as the lowest and best vendor able to meet Raymore's specifications through a cooperative purchasing contract; and

**WHEREAS**, City of Raymore Purchasing Policy allows for purchases from cooperative purchasing 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 the agreement, attached as Exhibit A, with CUES, Inc. to purchase a sewer camera for the City of Raymore.

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 11TH DAY OF FEBRUARY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH 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





**INTERSTATE  
INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

ILC No.: **04-1443**  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and the Mid-America Regional Council, hereinafter referred to as "MARC," having its principal place of business at 600 Broadway, Suite 300, Kansas City, Missouri 64105.

**W I T N E S S E T H**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, MARC has represented that it is an eligible entity under the Act, and desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and MARC do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

MARC represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and MARC agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided hereto, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall begin May 25, 2004, and shall continue in effect unless terminated pursuant to Article 10 by either party.

**ARTICLE 5: SCOPE OF SERVICES**

MARC appoints H-GAC its true and lawful purchasing agent for competitive bid/proposal processes and contracting authority relating to the purchase of certain products and services having contracts with the H-GAC Cooperative Purchasing Program. The scope of this contract shall be applicable only to those purchases made by MARC's participating members, and shall be limited to those products and services listed by attachment to this contract, which may be amended as agreed to by H-GAC and MARC. MARC's participants will access H-GAC contracts and pricing through MARC.

**ARTICLE 6: PAYMENTS TO H-GAC CONTRACTORS**

Upon delivery of goods or services purchased, and presentation of a properly documented invoice, MARC's participants will be required to pay the full amount of any invoice to an H-GAC contractor within thirty (30) days after having received a properly documented invoice including any applicable H-GAC and/or MARC administrative fee associated with the purchase. The H-GAC contractor shall then remit all administrative fees to MARC, in accordance with Article 8. Following receipt of all administrative fees, MARC will remit to H-GAC its assessed fee within 30 days, unless otherwise specified by mutual agreement of H-GAC and MARC. In no event shall H-GAC or MARC have any financial liability to any MARC participant for any goods or services procured from an H-GAC contractor.

**ARTICLE 7: MARKETING, REPRESENTATIONS AND SOLICITATIONS**

H-GAC agrees to provide MARC with data links and data downloads according to specific contract pricing stipulated in any attachment to this contract. MARC agrees to notify H-GAC, and receive H-GAC's approval, prior to any use of the H-GAC name, logo, or Program information in any printed literature or electronic media intended for external distribution.

**ARTICLE 8: AVAILABILITY OF H-GAC COOPERATIVE PURCHASING CONTRACTS**

Specified H-GAC contracts will be available to MARC participants through MARC. Each H-GAC vendor contract shall require a specific attachment to this contract. All details regarding structure, processing and reporting, administrative fee assessment and payment, and scope of representation, must first be agreed to by H-GAC, MARC, and the participating H-GAC Contractor, prior to availability of an H-GAC contract to MARC participants. These details shall be listed in a separate attachment to this Interlocal Contract.

**ARTICLE 9: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation. H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 10: TERMINATION PROCEDURES**

H-GAC or MARC may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of MARC, including obligations of MARC's participants to pay H-GAC's contractors for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by MARC and/or its End Users.

**ARTICLE 11: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

**ARTICLE 13: VENUE**

Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Contract between H-GAC and MARC shall lie exclusively in Harris County, Texas. Disputes between End User and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

***Mid-America Regional Council***


600 Broadway, Suite 300, Kansas City, MO 64105

By:   
Executive Director

David Warm, Exec Director      6/3/04  
Typed Name & Title of Signatory      Date

***Houston-Galveston Area Council***

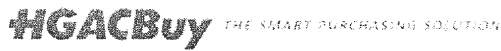
3555 Timmons Lane, Suite 120, Houston, TX 77027

By:   
Executive Director

Date: 6/10/04

Attest:   
Manager

Date: 



GENERAL PURPOSE  
& EMERGENCY  
VEHICLES

COMMUNICATIONS  
EQUIPMENT &  
SERVICES

PROTECTIVE  
EQUIPMENT &  
PPE

VEHICLE  
MAINTENANCE  
EQUIPMENT

TELEPHONE  
& DATA  
EQUIPMENT

CONSTRUCTION  
MATERIALS & SUPPLIES

TELEVISION  
REPAIRS & SERVICE

COOPERATIVE  
BUYING  
& FLEET FUEL

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## INFORMATION ABOUT THE PROGRAM

### USING THE PROGRAM

#### Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.  
(Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

#### The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy. Click on Authorizing Statutes on the HGACBuy web site to see what cooperative purchasing statutes exist in each state to allow for participation in HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

#### Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state; and (2) it possesses adequate legal authority to enter into this Contract.

#### Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

- Conducting research and surveys
- Developing specifications for each product/service
- Soliciting vendor participation
- Issuing specifications documents
- Conducting pre-bid/pre-proposal conferences
- Opening bid/proposal responses
- Evaluating responses
- Issuing Vendor Contracts awarded by the H-GAC Board of Directors
- Certifying contract validity
- Contracts Administration



### Interlocal Contract Renewals

Provisions of the Interlocal Cooperation Act provide for annual renewal of Interlocal Contracts. The contract document issued by HGACBuy contains a provision for automatic annual renewal. Unless an updated contract document is requested, or statutory change occurs, the initial enactment could remain in effect in perpetuity. A permanent identification number is assigned to each End User contract.

### Purchasing Statutes Applied to H-GAC Competitive Bid Process

Products offered through HGACBuy have been subjected to either the competitive bid or competitive proposal format based on Texas statutes for Councils of Governments under the Local Government Code Chapter 252. The 76th Legislature, Regular Session, added language that stipulates Councils of Governments shall specifically use "municipal bidding statutes". As administrator, H-GAC's rules of governance apply. In evaluating bid and proposal responses, HGACBuy takes into account any prospective contractor's ability to meet performance requirements. Factors considered include number and location of sales/service facilities, depth of staff, qualifications of technical support personnel, and business continuity. Contractors are expected to service all End Users participating in the Program wherever possible, practical, and not contrary to franchise or dealership agreements.

### H-GAC Board of Directors Awards All Contracts

The Board of Directors composed of 35 elected officials awards all H-GAC cooperative purchasing contracts. As a political subdivision of the State of Texas, Board agenda are publicly posted in advance of public meetings. Board meetings are customarily held on the third Tuesday of each month in H-GAC Conference Room A, Second floor, 3555 Timmons Lane, Houston. The Houston-Galveston Area Council is one of Texas' 24 regional councils of governments.

### Steps To Placing Purchase Orders Through HGACBuy

#### Step 1: (first time only)

Execute the "Interlocal Contract" (ILC) found on the HGACBuy website under [Program Info](#), and return to H-GAC. H-GAC will sign two copies and return one to the End User for their records. The ILC may be faxed to 713-993-4548 for expedited processing.

#### Step 2:

Obtain specific [product details](#) from the HGACBuy website, [www.HGACBuy.org](http://www.HGACBuy.org). Then, contact the contractor's nearest representative for additional assistance and a definitive price quotation. Contractor information can be found at the bottom of each contract's web page under Products Available.

#### Step 3:

Prepare and submit your purchase order directly to the relevant HGACBuy contractor, after completing consultation with the contractor's representative. A copy of the order along with a copy of the contractor's written quotation shall be faxed or mailed to HGACBuy at FAX: 713-993-4548. Orders should include specific details regarding the purchase (i.e., name of the End User's contact person, shipping/delivery instructions, and installation details, if any). HGACBuy contractors will then invoice End User for all purchases, and End User will pay the contractor directly following delivery and acceptance.

### NOTE: Performance Bond

HGACBuy's contractual requirements no longer include a Performance Bond, and bid pricing should reflect this cost saving. However, Contractor must be prepared to offer a Performance Bond to cover any specific order, if so requested by End User. Contractor shall quote a price to End User for provision of any requested Performance Bond. If Performance Bond is requested by End User for a particular order, Contractor agrees to furnish the Performance Bond within ten (10) days of receipt of End User's purchase order.

### HGACBuy Order Confirmation

On most contracts, when a copy of a purchase order is received (see Step 3 above), HGACBuy staff prepares an Order Confirmation which is then sent to the Member and the Contractor - authorizing the Contractor to proceed with the order. This Order Confirmation indicates that the Contractor does have a valid contract with HGACBuy for the products contained on the order. Actual pricing is not verified on the Order Confirmation. For pricing verification prior to issuing the purchase order, contact HGACBuy staff.

### Remitting End User Payments For Products and Services Rendered

The prompt payment requirements for products and services rendered through cooperative purchasing states that "...upon delivery of the goods and services purchased, and presentation by HGACBuy contractor of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay the HGACBuy contractor the full amount of the invoice.

All contracts between HGACBuy and its contractors require prompt payment upon delivery of products/services to an End User.

#### **Ownership Passes Directly From Contractors to End Users**

HGACBuy does not at any time take title to any product. Contractors assign ownership directly to End Users.

#### **Reimbursement of HGACBuy's Operational Costs**

The HGACBuy program is solely funded through the assessment of an administrative fee paid by the contractor on each order.

#### **End Users Invited to Attend Pre-Bid Conferences**

HGACBuy schedules publicly announced pre-bid/pre-proposal specification conferences with manufacturers, distributors, representatives, and dealers for the various product categories offered. These conferences, held throughout each year, are widely attended by the various industry groups represented in the Program. End Users are invited to attend these conferences also. See a listing of scheduled pre-bid conferences on the HGACBuy website under Bid Notices.

#### **3-Way Partnership At Work**

The three-way partnership between HGACBuy, Program End Users, and Contractors is a very important relationship that provides vital links to ensure effective cooperative results. Clear, concise communication is essential to making the partnership effective and successful. The contact path includes all three parties: HGACBuy, End User, and Contractor.

**H-GAC's Role:** HGACBuy's role is to conduct product research and surveys, write technical specifications, conduct pre-bid conferences, open bids, and evaluate responses. After contracts are awarded by the H-GAC Board, HGACBuy certifies contract validity, and administers contracts.

**The End User's Role:** End Users are expected to consult with Contractors' representatives for the purpose of determining the exact requirements needed to serve constituents. End Users work with Contractor's representatives to detail and complete all documentation required when submitting purchase orders.

**The Contractor's Role:** HGACBuy relies upon its Contractors to quickly respond to End User inquiries that provide detailed product information and pricing, including priced options for specific products. Contractors' representatives work closely with each End User to meet specific constituent needs.

#### **H-GAC's Bid Notices**

The Program's Coordinator for Specifications & Bids directs the bid proposal cycle for products and services that HGACBuy desires to place under contract on behalf of Members. The near term schedule of procurements is posted on the HGACBuy website under Bid Notices.

#### **Distribution of H-GAC Product Specifications**

Product/service specifications and invitations To Submit Competitive Bids/Proposals are distributed by email to all prospective responders that HGACBuy is aware of. The documents are also posted on the HGACBuy website, and the legally required notices are posted in newspapers, including minority-emphasis publications.

#### **End User Benefits**

HGACBuy offers significant benefits to participating End Users whether large, medium, or small size:

- ▣ Expedited procurement
- ▣ Volume purchasing discounts
- ▣ On-duty professional staff assistance
- ▣ Research and development of technical specifications
- ▣ Contract administration

#### **H-GAC Web Site**



Information on products under contract through HGACBuy can be accessed through the web site. The web site contains the following:

- Product categories with base bid prices
- Contractors' representatives with telephone numbers
- H-GAC staff telephone numbers and e-mail addresses
- Listing of Specifications Conferences
- Listing of Bid opening dates for each product category

**Contacting HGACBuy**

3555 Timmons Ln, Suite 120  
Houston, TX 77027

Phone: 800-926-0234  
Fax: 713-993-4548  
Web: [www.HGACBuy.org](http://www.HGACBuy.org)

Individual staff phone numbers and emails may be found on the HGACBuy web-site under Program Staff.

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**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Feb. 11, 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 3435: Cunningham at Creekmoor 3rd 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: February 5, 2019  
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 Cunningham at Creekmoor 3rd Final Plat, a 40-lot single-family development proposed west of North Madison Street and south of Turnberry Lane. The development agreement outlines the requirements of the developer in completion of this phase of the subdivision.

**BILL 3435**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE CUNNINGHAM AT CREEKMOOR 3<sup>RD</sup> PLAT LOTS 47 THROUGH 86 AND TRACTS C, D, E, F, G AND H."**

**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 Cunningham at Creekmoor 3<sup>RD</sup> Plat Lots 47 through 86 and Tracts C, D, E, F, G AND H is approved for the tract of land described below:

ALL THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST

QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE PLAT OF CUNNINGHAM AT CREEKMOOR – SECOND PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; SAID POINT BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 2°29'41" WEST, ALONG SAID EAST LINE, A DISTANCE OF 580.81 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 2°29'43" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 8.61 FEET TO THE NORTHEAST CORNER OF THE PLAT OF MAINTENANCE FACILITY AT CREEKMOOR LOT 1, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 87°30'18" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 407.91 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 19°03'33" WEST, A DISTANCE OF 808.42 FEET; THENCE NORTH 22°09'41" WEST, A DISTANCE OF 432.58 FEET; THENCE NORTH 49°38'41" WEST, A DISTANCE OF 322.15 FEET; THENCE NORTH 46°52'36" EAST, A DISTANCE OF 179.27 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 33°04'38" WEST, A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 9°40'46", FOR AN ARC LENGTH OF 88.70 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 88°32'53", FOR AN ARC LENGTH OF 23.18 FEET; THENCE NORTH 21°56'44" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 68°03'16" EAST, A DISTANCE OF 208.40 FEET TO A POINT ON THE WESTERLY LINE OF SAID PLAT OF CUNNINGHAM AT CREEKMOOR – SECOND PLAT; THENCE SOUTH 21°56'44" EAST, THIS AND SUBSEQUENT COURSES FOLLOWING SAID WESTERLY PLAT LINE, A DISTANCE OF 50.00 FEET; THENCE SOUTH 40°16'08" EAST, A DISTANCE OF 179.30 FEET; THENCE SOUTH 36°45'39" EAST, A DISTANCE OF 92.92 FEET; THENCE SOUTH 31°43'29" EAST, A DISTANCE OF 321.16 FEET; THENCE SOUTH 46°16'06" EAST, A DISTANCE OF 123.27 FEET; THENCE SOUTH 89°05'34" EAST, A DISTANCE OF 180.13 FEET; THENCE SOUTH 2°29'41" WEST, A DISTANCE OF 265.66 FEET; THENCE NORTH 87°30'19" WEST, A DISTANCE OF 150.89 FEET; THENCE SOUTH 7°27'40" EAST, A DISTANCE OF 169.72 FEET; THENCE SOUTH 2°35'25" WEST, A DISTANCE OF 72.70 FEET TO THE SOUTH LINE OF LAST SAID PLAT; THENCE SOUTH 87°30'19" EAST, ALONG SAID SOUTH PLAT LINE, A DISTANCE OF 377.32 FEET TO THE POINT OF BEGINNING CONTAINING 726,242 SQUARE FEET OR 16.672 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:

- Portsmouth Lane and Bentwater Drive, at southeast corner
- Grandshire Drive and Portsmouth Lane, at northeast corner
- Portsmouth Lane and North Madison Street, 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 11TH DAY OF FEBRUARY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH 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

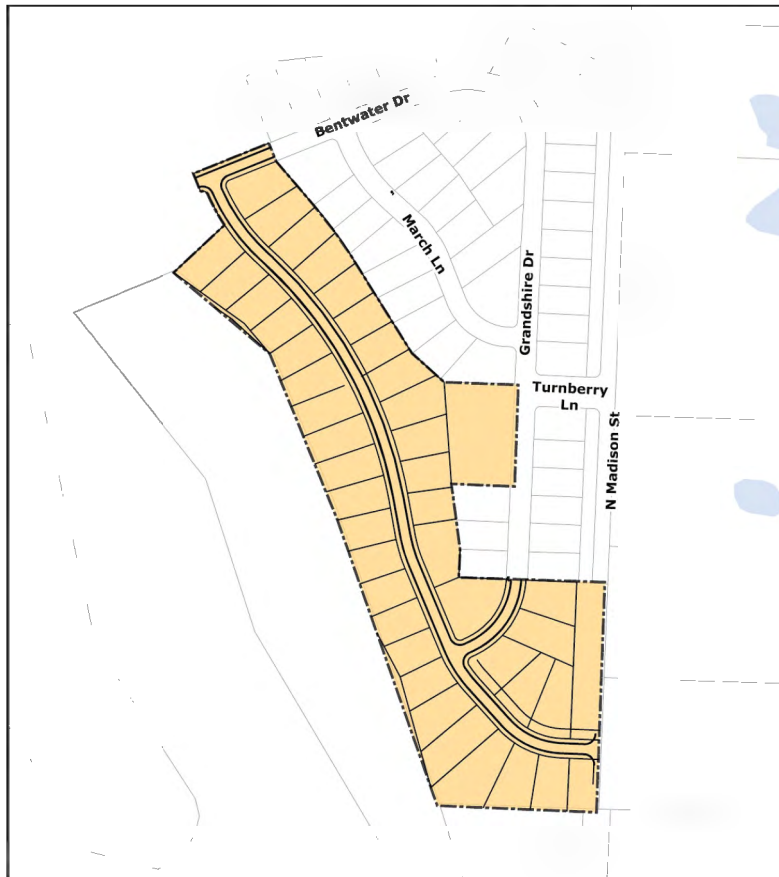


**To:** City Council  
**From:** Planning and Zoning Commission  
**Date:** February 11, 2019  
**Re:** Case #19001: Cunningham at Creekmoor 3rd Final Plat - Lots 47 thru 86 and Tracts C, D, E, F, G & H

**GENERAL INFORMATION**

**Applicant/  
Property Owner:** Cooper Land Development, Inc.  
903 N. 47<sup>th</sup> 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:** "RE" Rural Estate  
**West:** "PUD" Planned Unit Development

**Existing Surrounding Uses:** **North:** Single Family Residential  
**South:** Golf Course maintenance facility  
**East:** Single Family Residential  
**West:** Golf Course

**Total Tract Size:** 16.67 acres

**Total Number of Lots:** 40 Lots; 6 Tracts

**Density – units per Acre:** 3.36



**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 Bentwater Drive, Grandshire Drive, and Portsmouth 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 *Cunningham at Creekmoor 3rd Final Plat - Lots 47 thru 86 and Tracts C, D, E, F, G & H*

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 Cunningham at Creekmoor 2nd Plat, located to the north, was approved by the City Council on July 10, 2017.
3. The site plan for the community pool, located in Tract C, was approved by the Planning Commission on October 3, 2017

## **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 bulk and dimensional standards for the "PUD" Planned Unit Development Residential District zoning classification for the property is provided below:

Requirements	
<b>Minimum Lot Area</b>	
per lot	8,400 sq ft
per dwelling unit	8,400 sq ft
<b>Minimum Lot Width (ft.)</b>	70 feet; 30 cul-de-sac lot
<b>Minimum Lot Depth (ft.)</b>	100
<b>Yards, Minimum (ft.)</b>	
Front	25
rear	25
side; exterior	20
side; interior	7.5
<b>Maximum Building Height (feet)</b>	35
<b>Maximum Building Coverage (%)</b>	30

2. The site plan for the community pool, located in Tract C, was approved by the Planning Commission on October 3, 2017
3. A grading permit has been issued, allowing site work to commence on the subdivision phase. These permits can be issued prior to final plat approval if a valid preliminary plat exists and the Public Works Director has approved the plans.

**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:

1. **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.

2. **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.

3. **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> Review	<u>Planning Commission</u> February 5, 2019	<u>City Council 1<sup>st</sup></u> February 11, 2019	<u>City Council 2<sup>nd</sup></u> February 25, 2019
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## **STAFF RECOMMENDATION**

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #19001 Cunningham at Creekmoor 3rd Final Plat to the City Council with a recommendation of approval subject to the following conditions:

1. The applicant shall submit a revised plat and construction drawings with coordinating Lot numbers.
2. The final plat shall correctly identify which lots are to be served by the Low Pressure Sewer System/Grinder Pump.

## **PLANNING AND ZONING COMMISSION RECOMMENDATION**

The Planning and Zoning Commission, at its February 5, 2019 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #19001 Cunningham at Creekmoor 3rd Final Plat to the City Council with a recommendation of approval subject to the following conditions:

1. The applicant shall submit a revised plat and construction drawings with coordinating Lot numbers.
2. The final plat shall correctly identify which lots are to be served by the Low Pressure Sewer System/Grinder Pump.



***Development Agreement***

***For***

***Cunningham at Creekmoor 3rd Plat  
Lots 47 Thru 86 and Tracts C, D, E, F, G & H***

Legal Description Contained on Page 2

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

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

***February 25, 2019***

## DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS 25th day of February 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 **Cunningham at Creekmoor 3rd Plat Lots 47 Thru 86 and Tracts C, D, E, F, G & H**, 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: **Cunningham at Creekmoor 3rd Plat Lots 47 Thru 86 and Tracts C, D, E, F, G & H**

ALL THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST

QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE PLAT OF CUNNINGHAM AT CREEKMOOR – SECOND PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; SAID POINT BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 2°29'41" WEST, ALONG SAID EAST LINE, A DISTANCE OF 580.81 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 2°29'43" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 8.61 FEET TO THE NORTHEAST CORNER OF THE PLAT OF MAINTENANCE FACILITY AT CREEKMOOR LOT 1, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 87°30'18" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 407.91 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 19°03'33" WEST, A DISTANCE OF 808.42 FEET; THENCE NORTH 22°09'41" WEST, A DISTANCE OF 432.58 FEET; THENCE NORTH 49°38'41" WEST, A DISTANCE OF 322.15 FEET; THENCE NORTH 46°52'36" EAST, A DISTANCE OF 179.27 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 33°04'38" WEST, A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 9°40'46", FOR AN ARC LENGTH OF 88.70 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 88°32'53", FOR AN ARC LENGTH OF 23.18 FEET; THENCE NORTH 21°56'44" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 68°03'16" EAST, A DISTANCE OF 208.40 FEET TO A POINT ON THE WESTERLY LINE OF SAID PLAT OF CUNNINGHAM AT CREEKMOOR – SECOND PLAT; THENCE SOUTH 21°56'44" EAST, THIS AND SUBSEQUENT COURSES FOLLOWING SAID WESTERLY PLAT LINE, A DISTANCE OF 50.00 FEET; THENCE SOUTH 40°16'08" EAST, A DISTANCE OF 179.30 FEET; THENCE SOUTH 36°45'39" EAST, A DISTANCE OF 92.92 FEET; THENCE SOUTH 31°43'29" EAST, A DISTANCE OF 321.16 FEET; THENCE SOUTH 46°16'06" EAST, A DISTANCE OF 123.27 FEET; THENCE SOUTH 89°05'34" EAST, A DISTANCE OF 180.13 FEET; THENCE SOUTH

*Development Agreement for Cuningham at Creekmoor Third Plat*

2°29'41" WEST, A DISTANCE OF 265.66 FEET; THENCE NORTH 87°30'19" WEST, A DISTANCE OF 150.89 FEET; THENCE SOUTH 7°27'40" EAST, A DISTANCE OF 169.72 FEET; THENCE SOUTH 2°35'25" WEST, A DISTANCE OF 72.70 FEET TO THE SOUTH LINE OF LAST SAID PLAT; THENCE SOUTH 87°30'19" EAST, ALONG SAID SOUTH PLAT LINE, A DISTANCE OF 377.32 FEET TO THE POINT OF BEGINNING CONTAINING 726,242 SQUARE FEET OR 16.672 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.

## **SIDEWALKS**

1. Sidewalks five feet (5') in width are required upon Lots 47 thru 60, and Lots 63 thru 86 along Portsmouth Lane.
2. Sidewalk four feet (4') in width is required upon Lot 47 along Bentwater Drive.
3. Sidewalks four feet (4') in width are required upon Lots 60 thru 63 along Grandshire Drive.

## **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 operation of the Low Pressure Sewer System that serves lots within **Cunningham at Creekmoor 3rd Plat** shall be maintained in accordance with the applicable provisions of the Memorandum of Understanding.
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 **Cunningham at Creekmoor 3rd Plat Lots 47 Thru 86 and Tracts C, D, E, F, G & H**

## **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 47<sup>th</sup> 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 **Cunningham at Creekmoor 3rd Plat Lots 47 Thru 86 and Tracts C, D, E, F, G & H**; 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 **Cunningham at Creekmoor 3rd Plat Lots 47 Thru 86 and Tracts C, D, E, F, G & H**



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 CUNNINGHAM AT CREEKMOOR THIRD PLAT

Total Cost for 'New' Public Improvements:      \$687,664

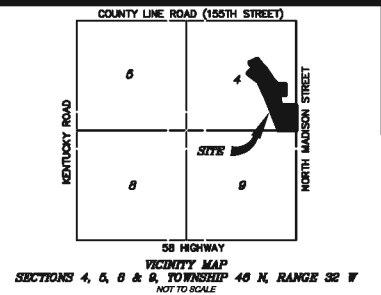
All fees and deposits shall be paid prior to recording the final plat. The land disturbance permit fee and erosion control financial security deposit shall be paid prior to commencement of any land disturbance activity (site grading), or if no land disturbance activity started prior to recording of final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

1	Land Disturbance Permit Fee. [455.010B] <b>01-00-4170-0000</b> <b>If fee paid prior to recording of plat, receipt # _____</b> <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] <b>60-00-2811-0000</b> <b>If deposit paid prior to recording of plat, receipt# _____</b> <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]: (14.4ac. total disturbed) <b>If deposit paid prior to recording of plat, receipt# _____</b>  <b>If letter of credit submitted:</b> <b>financial institution: _____</b> <b>renewal date of letter of credit: _____</b> <i>*must be paid prior to issuance of a land disturbance permit</i>	\$9,400.00
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] <b>01-00-4182-0000</b> <i>*must be paid prior to issuance of a construction permit</i>	\$6,876.64
4	Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] <b>01-00-4165-0000</b> <i>*must be paid prior to issuance of a construction permit</i>	\$34,383.20
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre      ( 16.67 acres) [Schedule of Fees and Charges] <b>01-00-4185-0000</b>	\$150.03

**TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT.....\$150.03**  
**TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND**  
**DISTURBANCE PERMIT..... \$14,900.00**  
**TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A**  
**CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS..... \$41,259.84**

# CUNNINGHAM AT CREEKMOOR- 3RD PLAT

LOTS 47 THROUGH 86, AND TRACTS C, D, E, F, G AND H  
A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI, SECTION 4, TOWNSHIP 46 N, RANGE 32 W



### NOTES CONSTITUTING A PART OF THIS PLAT TO BE READ IN CONNECTION WITH THE PLAT AND ALL PROPERTY REFLECTED THEREON

**PLAT DEVELOPMENT:**  
COOPER LAND DEVELOPMENT, INC.'S DEVELOPER IS OWNER OF ALL REAL ESTATE REFLECTED UPON THIS PLAT AND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE PLAT. THIS PLAT IS FILED FOR RECORD AND RECORDED SUBJECT TO THE FOLLOWING PROVISIONS, AND THE SUBDIVISION SHALL BE HEREAFTER KNOWN AS:

"CUNNINGHAM AT CREEKMOOR - 3RD PLAT - LOTS 47 THROUGH 86 AND TRACTS C, D, E, F, G AND H"

### COVENANTS AND RESTRICTIONS:

AT 1:44 O'CLOCK P.M. ON SEPTEMBER 8, 2004, THE DEVELOPER, JOINED BY THE CREEKMOOR PROPERTY OWNERS ASSOCIATION, INC., A MISSOURI NOT-FOR-PROFIT CORPORATION (THE "ASSOCIATION"), FILED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CASS COUNTY, MISSOURI, A DECLARATION OF COVENANTS AND RESTRICTIONS FOR CREEKMOOR PLANNED UNIT DEVELOPMENT, RAYMORE, MISSOURI ("DCR") WITH PROTECTIVE COVENANTS ATTACHED THERETO AS EXHIBIT 1 AND FORMING A PART OF SAID DCR ("PROTECTIVE COVENANTS"), WHICH DCR WAS DATED AUGUST 24, 2004 AND THERE RECORDED IN BOOK 2468 AT PAGE 70 ET SEQ., AND WHICH PROTECTIVE COVENANTS WERE AMENDED BY THAT AMENDMENT TO PROTECTIVE COVENANTS FOR CREEKMOOR, A PLANNED UNIT DEVELOPMENT, CASS COUNTY, MISSOURI ("PROTECTIVE COVENANTS AMENDMENT") RECORDED ON OCTOBER 3, 2004 IN DEED BOOK 0288, PAGE 5157 AT FILE NUMBER 88802Z IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CASS COUNTY, MISSOURI, AND WHICH DCR WAS AMENDED BY THE FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR CREEKMOOR PLANNED UNIT DEVELOPMENT, CITY OF RAYMORE, CASS COUNTY, MISSOURI, DATED AUGUST 19, 2016 AND FILED FOR RECORD ON AUGUST 24, 2016 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CASS COUNTY, MISSOURI, AND IS THERE RECORDED IN DEED BOOK 4036, PAGE 141 ("FIRST AMENDMENT TO DCR") (THE DCR, PROTECTIVE COVENANTS, PROTECTIVE COVENANTS AMENDMENT AND FIRST AMENDMENT TO DCR ARE HEREAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION"). THIS PLAT IS FILED CONTEMPORANEOUSLY WITH THE FILING OF A SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS, EXECUTED BY THE DEVELOPER, WHICH HAS THE EFFECT OF BRINGING THE LANDS REFLECTED UPON THE PLAT WITHIN THE PROVISIONS OF THE DECLARATION AFORESAID, THE DECLARATION AND THE SUPPLEMENTAL DECLARATION IN THEIR ENTIRETY AS BY REFERENCE MADE A PART OF THIS PLAT, THE PROVISIONS OF THE DECLARATION AFORESAID SHALL CONTROL AS TO THIS PLAT EXCEPT ONLY AS TO THE PROVISIONS HEREIN CONTAINED.

### STREET DEDICATION:

STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS THOROUGHFARES ARE HEREBY DEDICATED.

### EASEMENT DEDICATION:

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF RAYMORE, MISSOURI, TO CREEKMOOR PROPERTY OWNERS ASSOCIATION, INC. AND TO COOPER LAND DEVELOPMENT, INC. TO LOCATE, CONSTRUCT, OPERATE, AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION AND MAINTENANCE OF POLES, WIRES, ANCHORS, PIPES, CONDUITS, TRANSMISSION, FEEDERS, AND/OR STRUCTURES FOR WATER, GAS, ELECTRICITY, STORM SEWER, SANITARY SEWER, TELEPHONE, CABLE TELEVISION, SURFACE DRAINAGE, OR ANY OTHER NECESSARY SERVICES ANY, ALL, OR PART THEREOF, OVER, UNDER AND ALONG THOSE AREAS OUTLINED OR DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" OR "M" AND TRACTS J, K, L, AND LL, WHEREAN EASEMENT IS DESIGNATED FOR A PARTICULAR PURPOSE, I.E., "DRAINAGE EASEMENT" OR "DE", THE USE THEREOF SHALL BE LIMITED TO THE SPECIFIC PURPOSES INTENDED AND SHALL NOT BE USED FOR ANY AND ALL CONSTRUCTION WHICH WOULD INTERFERE WITH THE CONSTRUCTION OR RECONSTRUCTION AND PROPER, SAFE AND CONTINUOUS MAINTENANCE OF THE AFORESAID WIRE AND SPECIFICALLY THERE SHALL NOT BE BUILT THEREON OR THEREOVER ANY STRUCTURE (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES) NOR SHALL THERE BE ANY OBSTRUCTION TO INTERFERE WITH THE AGENTS AND EMPLOYEES OF THE CITY OF RAYMORE, MISSOURI, AND ITS PURCHASED UTILITIES FROM GOING UPON SAID WIRE OR GENERATING THE RIGHTS GRANTED BY THE EASEMENT, NO EXCAVATION OR FILL SHALL BE MADE OR OPERATION OF ANY KIND OR NATURE SHALL BE PERFORMED WHICH WOULD REDUCE OR INCREASE THE EARTH COVERAGE OVER THE UTILITIES ABOVE STATED OR THE APPURTENANCES THERETO WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER.

### BUILDING LINES, SETBACK LINES, AND UTILITY AND DRAINAGE EASEMENTS:

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE LOCATED OR CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT OF WAY LINE OR LOT LINE NEAREST THERE TO. THE BUILDING LINES AND SETBACK LINES SHALL CONTROL AS TO CONSTRUCTION OF A STRUCTURE UPON THE LOTS REFLECTED THEREON, SUBJECT, HOWEVER, TO THE PROVISIONS OF THE DECLARATION AFORESAID, UNLESS SHOWN OTHERWISE ON THE PLAT. ALL LOTS SHALL HAVE A SEVEN AND ONE-HALF FOOT UTILITY AND DRAINAGE EASEMENT ON THE INTERIOR OF ALL LOT LINES, SUCH EASEMENTS TO BE PARALLEL WITH THE CORRESPONDING LOT LINE.

UTILITY AND DRAINAGE EASEMENTS ARE RESERVED BY THE DEVELOPER UPON ALL PROPERTY COVERED BY THE PLAT PURSUANT TO ARTICLE XI OF THE DECLARATION AFORESAID UNLESS SPECIFICALLY DESIGNATED OTHERWISE ON THE PLAT OR IN THE NOTES.

### COMMON PROPERTY:

THE COMMON PROPERTIES REFLECTED UPON THIS PLAT ARE FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS REFLECTED UPON THIS PLAT AS WELL AS THE OWNERS OF ALL PROPERTIES AS SO DEFINED IN THE DECLARATION AFORESAID AND SHALL IN NOWISE BE CONSIDERED AS DEDICATED FOR THE USE OF THE GENERAL PUBLIC. MAINTENANCE OF SAID COMMON PROPERTIES SHALL BE PROVIDED FOR AS SET FORTH IN THE DECLARATION AFORESAID.

### RESERVED PROPERTIES:

RESERVED PROPERTIES REFLECTED UPON THIS PLAT ARE NOT A PART OF THIS PLAT OR A PART OF THE AFORESAID DECLARATION AND ARE SPECIFICALLY BY THE DEVELOPER RESERVED THEREFROM.

### SIDEWALKS:

THE OWNER OF ANY UNDEVELOPED LOT WITHIN THE SUBDIVISION PHASE SHALL BE REQUIRED TO CONSTRUCT A SIDEWALK ON THAT LOT WHICH:

- (a) 80% OR MORE OF THE LOTS ON THE SAME SIDE OF THE STREET IN THE SAME BLOCK ALREADY HAVE A SIDEWALK AND
- (b) IT HAD BEEN A YEAR FROM THE DATE THE FIRST CERTIFICATE OF OCCUPANCY WAS ISSUED IN THE SUBDIVISION PHASE THAT CONTAINS THE UNDEVELOPED LOT.

### USE RESTRICTION:

ALL LOTS REFLECTED ON THIS PLAT ARE ZONED FOR RESIDENTIAL USE AND ONLY SINGLE FAMILY DETACHED STRUCTURES MAY BE CONSTRUCTED THEREON PURSUANT TO THE PROVISIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS AS CONTAINED IN THE DECLARATION AFORESAID AND THE SUPPLEMENTAL DECLARATION. NO SINGLE FAMILY DETACHED STRUCTURE SHALL BE CONSTRUCTED WHICH SHALL HAVE A FLOOR SPACE OF LESS THAN THAT PROSCRIBED IN THE SUPPLEMENTAL DECLARATION.

### NOTICE OF NON-APPLICABILITY:

DEVELOPER EXECUTED ON AUGUST 24, 2004, A SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WESTBROOK VILLAS AT CREEKMOOR LOTS 1 THRU 24 CREEKMOOR PLANNED UNIT DEVELOPMENT, WHICH SUPPLEMENTAL DECLARATION WAS FILED FOR RECORD AT 2:12 P.M. ON SEPTEMBER 8, 2004 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CASS COUNTY, MISSOURI, IS THERE RECORDED IN DEED BOOK 2468, PAGE 72 ET SEQ., AND THEREBY CREATED THE WESTBROOK VILLAS AT CREEKMOOR AREA, SAID SUPPLEMENTAL DECLARATION IS HEREAFTER REFERRED TO AS THE ("WESTBROOK VILLAS SUPPLEMENTAL DECLARATION"). SAID WESTBROOK VILLAS SUPPLEMENTAL DECLARATION WAS FILED CONTEMPORANEOUSLY WITH THE FILING OF A PLAT OF "WESTBROOK VILLAS AT CREEKMOOR LOTS 1 THRU 24" ON SEPTEMBER 8, 2004 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CASS COUNTY, MISSOURI IN BOOK 18 AT PAGE 89. IT IS EXPRESSLY NOTED THAT NEITHER THE TERMS NOR CONDITIONS OF THE WESTBROOK VILLAS SUPPLEMENTAL DECLARATION NOR THE WESTBROOK VILLAS AT CREEKMOOR LOTS 1 THRU 24 APPLY TO THE WESTBROOK AT CREEKMOOR - THIRTIETH PLAT - LOTS 258 THROUGH 340, LOTS 303, 304, 305, AND 370, AND TRACTS J, K, L, AND LL NOR TO THE SUPPLEMENTAL DECLARATION FOR WESTBROOK AT CREEKMOOR - THIRTIETH PLAT - LOTS 258 THROUGH 340, LOTS 303, 304, 305, AND 370, AND TRACTS J, K, L, AND LL.

### LOW PRESSURE GRINDER PUMP SEWAGE SYSTEM:

THE CREEKMOOR PLANNED UNIT DEVELOPMENT (DEVELOPMENT) WILL BE SERVED BY A CENTRAL SEWER SYSTEM. THE CENTRAL SEWAGE DISPOSAL SYSTEM IN THE DEVELOPMENT WILL EMPLOY BOTH A GRAVITY FLOW METHOD AND A LOW PRESSURE GRINDER PUMP METHOD OF SEWAGE COLLECTION AND TRANSMISSION. THE SERVING OF ANY LOT IN THE DEVELOPMENT BY THE LOW PRESSURE GRINDER PUMP SEWAGE SYSTEM REQUIRES INSTALLATION BY THE ASSOCIATION OF A PUMP TANK, GRINDER PUMP, AND APPLICABLE PLUMBING AND ELECTRICAL HARDWARE COLLECTIVELY REFERRED TO AS THE "GRINDER SYSTEM" ON THE APPLICABLE LOT AT THE TIME OF INITIAL RESIDENCE CONSTRUCTION.

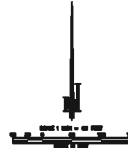
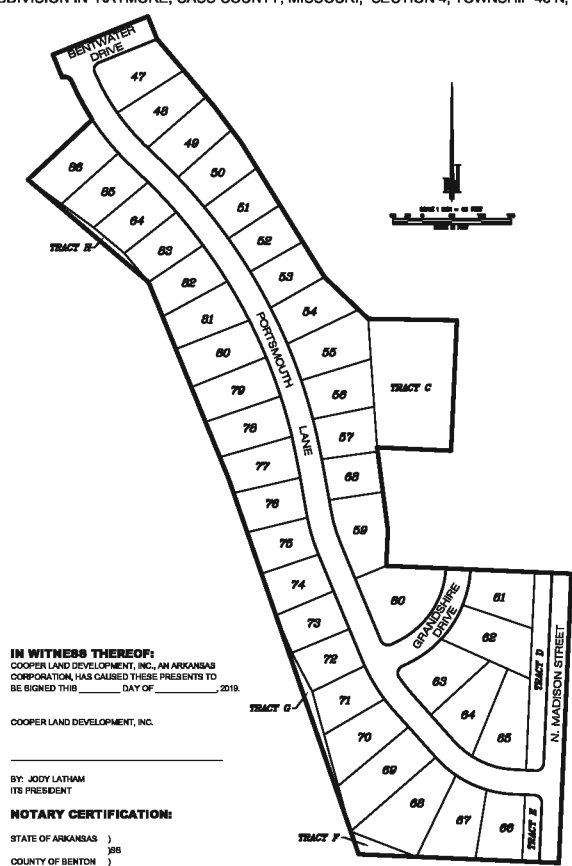
IN CONNECTION THERETO WITH THE APPLICABLE LOT OWNER OR BUILDER MUST, AT EACH OWNERS OR BUILDERS EXPENSE, (A) PROVIDE A SOURCE OF ELECTRICITY FROM THE RESIDENCE WORKING TO OUTSIDE THE MAIN WALL OF THE RESIDENCE WHERE THE PUMP INSTALLER MAY CONNECT ELECTRICITY TO THE GRINDER PUMP WIRING; AND (B) EXTEND THE PLUMBING OF THE RESIDENCE OUTSIDE THE MAIN WALL OF THE RESIDENCE FOR CONNECTION TO THE PUMP TANK PROVIDED BY THE ASSOCIATION. THE COSTS OF SUCH INITIAL INSTALLATIONS INCURRED BY THE ASSOCIATION SHALL BE BORNE BY ALL CREEKMOOR OWNERS THROUGH GENERAL ASSIGNMENTS LEVIED BY THE ASSOCIATION UNDER AND UNTIL THE BOARD OF DIRECTORS OF THE ASSOCIATION ("BOARD") SHALL, BY RESOLUTION, OTHERWISE ELECT ANOTHER METHOD TO FUND SUCH COSTS. THE OWNER UPON WHOSE LOT THE GRINDER SYSTEM IS INSTALLED WILL OWN THE GRINDER SYSTEM, ONCE INSTALLED, AND AS INSTALLED SUCH GRINDER SYSTEMS SHALL NOT CONSTITUTE COMMON PROPERTY.

THE ASSOCIATION SHALL, THEREAFTER BE RESPONSIBLE, ON BEHALF OF BOTH THE ASSOCIATION AND THE APPLICABLE OWNER, FOR MAINTENANCE OF THE GRINDER SYSTEM ONCE INSTALLED AND SHOWN THEREON. THE ASSOCIATION SHALL, IF NECESSARY, REPLACE, UTILITIES IN DOING SO ANY INSTALLATION OR EQUIPMENT WARRANTIES WHICH MAY EXIST, THE GRINDER SYSTEM, ALL OF WHICH SHALL OCCUR AT THE EXPENSE OF THE APPLICABLE OWNER. THE ASSOCIATION SHALL PAY, ON AN INITIAL BASIS AND ON BEHALF OF THE APPLICABLE OWNER, ALL COSTS OF THE GRINDER SYSTEMS MAINTENANCE, REPAIR AND, IF NECESSARY, REPLACEMENT, AND MAY ABBEYS ALL SUCH COSTS TO THE OWNER AS A SPECIFIC ASSIGNMENT ON, IN THE BOARD'S DISCRETION AND AS THE BOARD DEEMS APPROPRIATE, OTHERWISE COLLECT SUCH COSTS FROM THE APPLICABLE OWNER BY ANY OTHER METHOD THE BOARD MAY DETERMINE.

PROMPT AND FULL REIMBURSEMENT OF THE ASSOCIATION, PURSUANT TO SUCH ASSESSMENT OR OTHER METHOD OF COLLECTION, OF ALL COSTS OF GRINDER SYSTEM MAINTENANCE, REPAIR AND REPLACEMENT UPON A LOT SHALL BE THE APPLICABLE OWNERS INDIVIDUAL RESPONSIBILITY AND SOLE EXPENSE. SUCH OWNERS FAILURE TO REIMBURSE THE ASSOCIATION, TIMELY AND FULLY, FOR ALL SUCH COSTS INCURRED SHALL FURTHER GIVE THE ASSOCIATION THE RIGHT TO FILE A LIEN OR LEAD UPON THE APPLICABLE LOT OR LOTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DECLARATION AND/OR TO PURSUE ANY OTHER LEGAL AND EQUITABLE REMEDY AVAILABLE UNDER APPLICABLE LAW.

THE ASSOCIATION AND ITS DESIGNATED AGENTS OR EMPLOYEES SHALL HAVE THE RIGHT TO ENTER UPON ANY LOT OR OTHER PARCEL OF LAND TO PERFORM THOSE ACTS NECESSARY FOR THE INSTALLATION, OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF THE ON LOT GRINDER SYSTEMS.

**NOTE:** NONE OF THE LOTS ON THIS PLAT IS TO BE SERVED BY A LOW PRESSURE GRINDER SYSTEM.



PROPERTY DESCRIPTION, CUNNINGHAM AT CREEKMOOR - 3RD PLAT - LOTS 47 THROUGH 86, AND TRACTS C, D, E, F, G AND H:

ALL THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE PLAT OF CUNNINGHAM AT CREEKMOOR - SECOND PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE, SAID POINT BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER, THENCE SOUTH 2°29'41" WEST, ALONG SAID EAST LINE, A DISTANCE OF 580.81 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 2°29'41" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 8.81 FEET TO THE NORTHEAST CORNER OF THE PLAT OF MAINTENANCE FACILITY AT CREEKMOOR LOT 1, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 87°30'41" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 407.91 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 19°03'30" WEST, A DISTANCE OF 408.42 FEET; THENCE NORTH 2°00'01" WEST, A DISTANCE OF 432.38 FEET; THENCE NORTH 49°39'41" WEST, A DISTANCE OF 322.18 FEET; THENCE NORTH 46°13'30" EAST, A DISTANCE OF 1782.72 FEET; THENCE NORTH WESTEMLY, ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 38°30'00" WEST, A RADIUS OF 325.02 FEET, A CENTRAL ANGLE OF 0°42'42", FOR AN ARC LENGTH OF 89.70 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 88°32'00", FOR AN ARC LENGTH OF 23.18 FEET; THENCE NORTH 24°04'04" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 80°30'41" EAST, A DISTANCE OF 208.40 FEET TO A POINT ON THE WESTERLY LINE OF SAID PLAT OF CUNNINGHAM AT CREEKMOOR - SECOND PLAT; THENCE SOUTH 21°06'04" EAST, THIS AND SUBSEQUENT COURSES FOLLOWING SAID WESTERLY PLAT LINE, A DISTANCE OF 60.00 FEET; THENCE SOUTH 40°16'00" EAST, A DISTANCE OF 173.82 FEET; THENCE SOUTH 39°02'00" EAST, A DISTANCE OF 62.92 FEET; THENCE SOUTH 31°42'00" EAST, A DISTANCE OF 301.18 FEET; THENCE SOUTH 46°16'00" EAST, A DISTANCE OF 123.27 FEET; THENCE SOUTH 80°30'41" EAST, A DISTANCE OF 180.19 FEET; THENCE SOUTH 2°29'41" WEST, A DISTANCE OF 288.68 FEET; THENCE NORTH 87°30'41" WEST, A DISTANCE OF 160.88 FEET; THENCE SOUTH 72°19'41" EAST, A DISTANCE OF 189.72 FEET; THENCE SOUTH 7°32'00" WEST, A DISTANCE OF 72.70 FEET TO THE SOUTH LINE OF LAST SAID PLAT; THENCE SOUTH 87°30'41" EAST, ALONG SAID SOUTH PLAT LINE, A DISTANCE OF 377.32 FEET TO THE POINT OF BEGINNING CONTAINING 726.24 SQUARE FEET OR 16.92 ACRES, MORE OR LESS.

### 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.  
SEMI-PERMANENT MONUMENTS:  
1/2" IRON BAR WITH PLASTIC CAP STAMPED "ASC MSL 750 KLS 3" SET AT ALL REAR LOT CORNERS AND OTHER POINTS MARKED "1" ON THIS PLAT.  
PERMANENT MONUMENTS:  
5/8" IRON BAR WITH ALUMINUM CAP STAMPED "ASC MSL 750 KLS 3" SET AT CORNERS MARKED "A" ON THIS PLAT.  
CURB NOTICES:  
CURBS ARE NOTCHED AT THE PROLONGATION OF THE INTERIOR SIDE LOT LINES.
- 2. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE "MISSOURI COORDINATE SYSTEM OF 1983", WEST ZONE, AT JACKSON COUNTY CONTROL MONUMENT JA-75 (1989 ADJUSTMENT) USING A GRID FACTOR OF 0.000665.
- 3. THE PROPERTY SHOWN HEREIN IS LOCATED IN ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAPS NO. 26027C0205E, REVISED JANUARY 22, 2019 AND NO. 26027C0205E, REVISED JANUARY 22, 2019 AND FURTHER REVISED BY THE LOMA CO. ON AUGUST 23, 2017, CASE NO. 17-07-1616A.
- 4. THE ABBREVIATION "MBE" SHOWN HEREON DENOTES MINIMUM BASEMENT ELEVATION.
- 5. THE ABBREVIATION "MLO" SHOWN HEREON DENOTES MINIMUM LOW OPENING ELEVATION.

**IN WITNESS WHEREOF:**  
COOPER LAND DEVELOPMENT, INC., AN ARKANSAS CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

COOPER LAND DEVELOPMENT, INC.

BY: JOE LATHAM  
ITS PRESIDENT

### NOTARY CERTIFICATION:

STATE OF ARKANSAS )  
COUNTY OF BENTON )  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JOE LATHAM, TO ME KNOWN TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND BEING DULY SWORN BY ME TO ACKNOWLEDGE THAT SHE IS THE PRESIDENT OF COOPER LAND DEVELOPMENT, INC. AND THAT SHE EXECUTED THE FOREGOING BY AUTHORITY OF THE BOARD OF DIRECTORS AND IS THE FREE ACT AND DEED OF SAID CORPORATION.

### IN WITNESS WHEREOF:

I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN MY OFFICE THE DAY AND YEAR LAST WRITTEN ABOVE.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

TOTAL AREA	
LOTTED AREA	11,870 ACRES
COMMON PROPERTY	1,840 ACRES
STREETS	3,154 ACRES
TOTAL	16,874 ACRES
LENGTH OF RECORDED STREETS	
50' RIGHT OF WAY WIDTH	292.2 LINEAL FEET

**DEVELOPER:**  
COOPER LAND DEVELOPMENT, INC.  
803 NORTH 47TH STREET, SUITE 101  
ROGERS, ARKANSAS 72769

**ENGINEER:**  
REINBURSE INFRASTRUCTURE CONSULTING  
5015 NW CANAL STREET  
REVERSHOPE, MO 64150

**SURVEYOR'S CERTIFICATION:**  
I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT "MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL ARCHITECTS AND I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, 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.

**CASS COUNTY, MISSOURI:**  
ENTERED ON TRANSFER RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

DEPUTY COUNTY RECORDER OF DEEDS

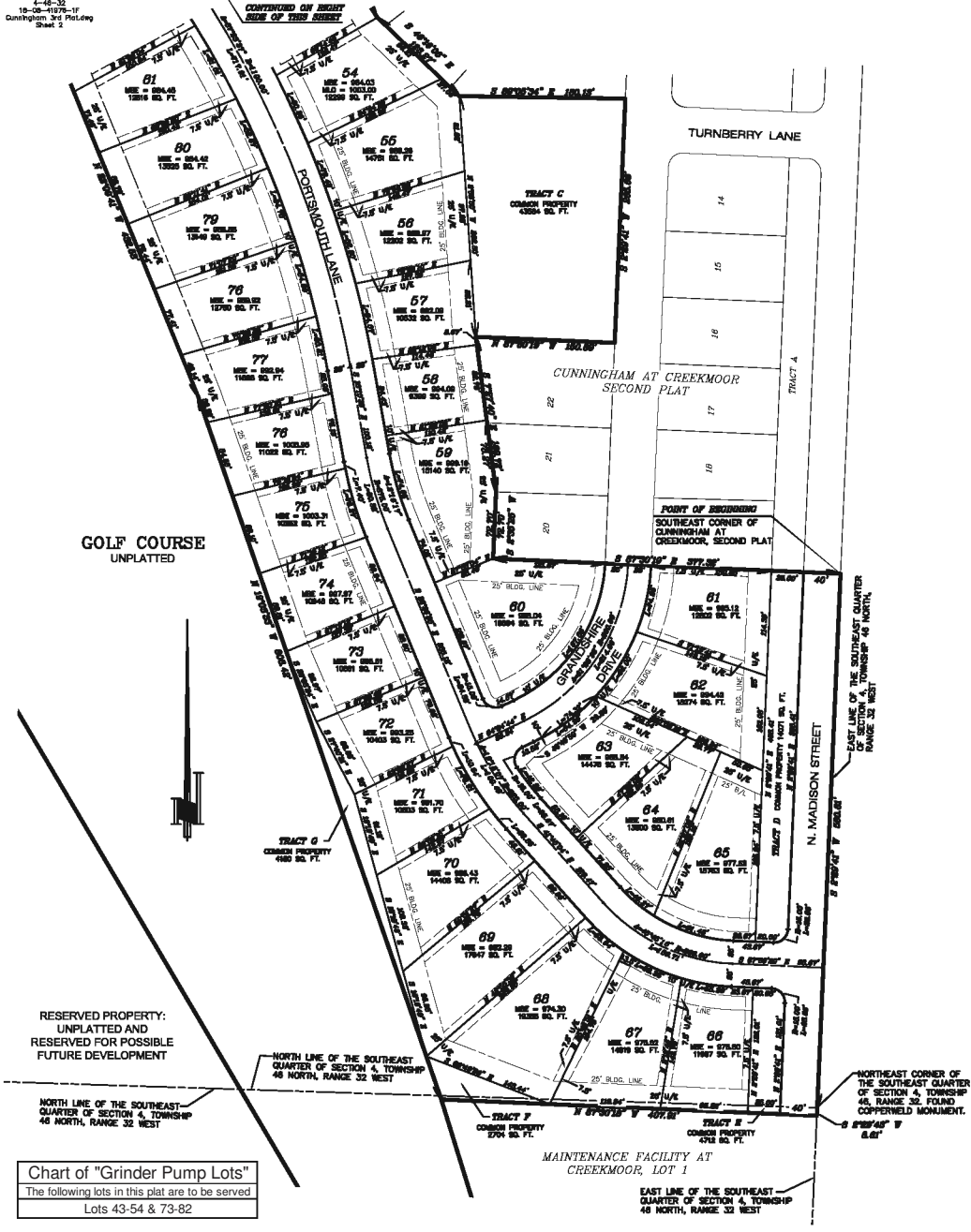
**CITY OF RAYMORE, MISSOURI:**

**CITY COUNCIL:**  
THIS PLAT OF "CUNNINGHAM AT CREEKMOOR - 3RD PLAT - LOTS 47 THROUGH 86 AND TRACTS C, D, E, F, G AND H" INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE CITY COUNCIL BY ORDINANCE NUMBER \_\_\_\_\_ DULY PASSED AND APPROVED BY THE MAYOR OF RAYMORE, MISSOURI ON THE DAY OF \_\_\_\_\_, 2019.

KRISTOFER P. THIRBORN, MAYOR ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ CITY ENGINEER

**CITY PLANNING COMMISSION:**  
THIS PLAT OF "CUNNINGHAM AT CREEKMOOR - 3RD PLAT - LOTS 47 THROUGH 86 AND TRACTS C, D, E, F, G AND H" HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

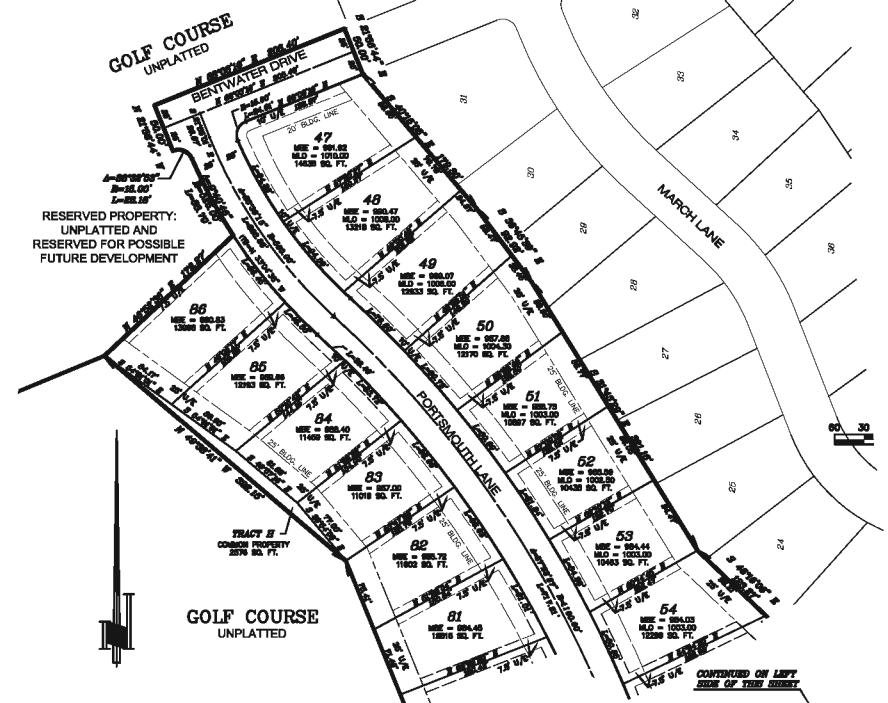
SECRETARY



# FINAL PLAT CUNNINGHAM AT CREEKMOOR- 3RD PLAT

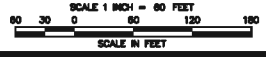
LOTS 47 THROUGH 86, AND TRACTS C, D, E, F, G AND H  
A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI  
SECTION 4, TOWNSHIP 48 N, RANGE 32 W

- 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.  
SEMI-PERMANENT MONUMENTS: 1/2" IRON BAR WITH PLASTIC CAP STAMPED "ASC MLS 780 KLS 3" SET AT ALL REAR LOT CORNERS AND OTHER POINTS MARKED "X" ON THIS PLAT.  
PERMANENT MONUMENTS: 6" IRON BAR WITH ALUMINUM CAP STAMPED "ASC MLS 780 KLS 3" SET AT CORNERS MARKED "A" ON THIS PLAT.  
CURB NOTCHES: CURBS ARE NOTCHED AT THE PROLONGATION OF THE INTERIOR SIDE LOT LINES.
  2. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, AT JACKSON COUNTY CONTROL MONUMENT JOB 708 (JOB ADJUSTMENT) USING A GRID FACTOR OF 0.999986.
  3. THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "7" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 28037C0205, REVISED JANUARY 2, 2015 AND NO. 28037C0205, REVISED JANUARY 2, 2013 AND FURTHER REVISED BY THE LOMR-F ON AUGUST 23, 2017, CASE NO. 17-07-1630A.
  4. THE ABBREVIATION "MBE" SHOWN HEREON DENOTES MINIMUM BAREMENT ELEVATION.
  5. THE ABBREVIATION "MLO" SHOWN HEREON DENOTES MINIMUM LOW OPENING ELEVATION.



### LEGEND

- SETBACK LINE
- - - - UTILITY & DRAINAGE EASEMENT
- SUBDIVISION BOUNDARY
- - - - COMBINATION BLDG SETBACK LINE & UTILITY/DRAINAGE EASEMENT LINE



**SURVEYOR'S CERTIFICATION:**  
I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARD FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS AND I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, 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.

**ANDERSON**  
SURVEY COMPANY  
203 N. W. EXECUTIVE WAY  
LEAS SUMMIT, MISSOURI 64083  
(816) 246-5350

MISSOURI STATE CERTIFICATE OF AUTHORITY: 000078

PHILIP J. HENAHAN PLS 2078



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Feb. 11, 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 19-10: Request to extend expiration date of Raymore Galleria North prelim plat

**STRATEGIC PLAN GOAL/STRATEGY**

3.3: Cultivate a climate for prosperous business growth and development.

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Request Letter  
Approved Preliminary Plat

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The Preliminary Plat for Raymore Galleria North subdivision was approved in 2010, with the most recent final plat approval occurring for Belfonte Car Wash in 2012.

The developer made several infrastructure improvements over the previous two years, including extensions to the water main and access road and relocation of the storm water detention basin that will serve the remaining undeveloped land. The developer has also been working with the City on the design of the proposed relocation of Kentucky Road through their property.

The developer is requesting a one-year extension to the preliminary plat. If granted, the new expiration date for the plat will be February 13, 2020.

## RESOLUTION 19-10

### **"A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE EXTENSION OF THE RAYMORE GALLERIA NORTH PRELIMINARY PLAT"**

**WHEREAS**, The Raymore Galleria North Preliminary Plat was initially approved by the Raymore City Council on June 28, 2010; and

**WHEREAS**, Section 470.130E of the Unified Development Code requires that a final plat application be submitted for approval every two years from the date that the most recent final plat was approved; and

**WHEREAS**, Council most recently granted an extension of the expiration date of the preliminary plat on February 12, 2018; and

**WHEREAS**, the developer of Raymore Galleria North is hereby requesting a one 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 plan 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 Raymore Galleria North Preliminary Plat is hereby extended for a period of one year, with a new expiration date of February 13, 2020.

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 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



North 58 Equity Partners, LLC  
605 W. 47<sup>th</sup> Street, Suite 200  
Kansas City, MO 64112

January 30, 2019

Mayor Turnbow & City Council  
City of Raymore  
100 Municipal  
Raymore, MO 64083

RE: PRELIMINARY PLAT OF RAYMORE GALLERIA NORTH

Dear Mayor Turnbow and City Council North,

We hereby request a one-year extension of the Preliminary Plat for Raymore Galleria North as approved by the City of Raymore on June 28, 2010.

Over the past eight years, we have developed Lots 1 and 2, as described on the Preliminary Plat, with Firestone, Complete Auto Care and Premier Carwash. In addition, we have created a permanent detention facility and extended the East-West private drive and water main to facilitate the development of building pads 3 and 4 as currently depicted on the Preliminary Plat. We are currently working with several prospects for Lots 3 and 4.

A copy of the Resolution 10-40 and the Preliminary Plat of Raymore Galleria North is attached for reference.

Please advise me if you require additional information in order to grant the requested extension.

Sincerely,



Steven Shaffer

Authorized Agent for North 58 Equity Partners, LLC  
Block & Company, Inc., Realtors

SPS/cjt

Enclosures

**RESOLUTION 10-40**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING THE PRELIMINARY PLAT OF RAYMORE GALLERIA NORTH, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 46, RANGE 32, RAYMORE, CASS COUNTY, MISSOURI."**

**WHEREAS**, the above preliminary plat is located within the city limits of Raymore, Missouri, located in Section 8, Township 46N, Range 32W; and

**WHEREAS**, after review by the city staff, the application was submitted to the Planning and Zoning Commission for its recommendation; and

**WHEREAS**, the Planning and Zoning Commission, as required by City Ordinance, held a public hearing and reviewed the preliminary plat for Raymore Galleria North on June 15, 2010; and

**WHEREAS**, the Planning and Zoning Commission is forwarding the application to City Council with a recommendation of approval; and;

**WHEREAS**, the City Council held a public hearing on the preliminary plat for Raymore Galleria North on June 28, 2010; and

**WHEREAS**, after a recommendation of approval has been submitted by the Planning and Zoning Commission, the City Council reviewed the proposed preliminary plat and has determined the plat is consistent with the City of Raymore Unified Development Code and Growth Management Plan.

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

**Section 1.** The preliminary plat for Raymore Galleria North is hereby approved.

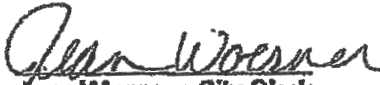
**Section 2.** This Resolution shall become effective on and after the date of passage and approval.

**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 JUNE 2010 BY THE FOLLOWING VOTE:**

Councilmember Adams	Aye
Councilmember Becker	Aye
Councilmember Cox	Aye
Councilmember Hubach	Nay
Councilmember Kellogg	Aye
Councilmember Kerckhoff	Aye
Councilmember Medsker	Aye
Councilmember Stevens	Aye

ATTEST:

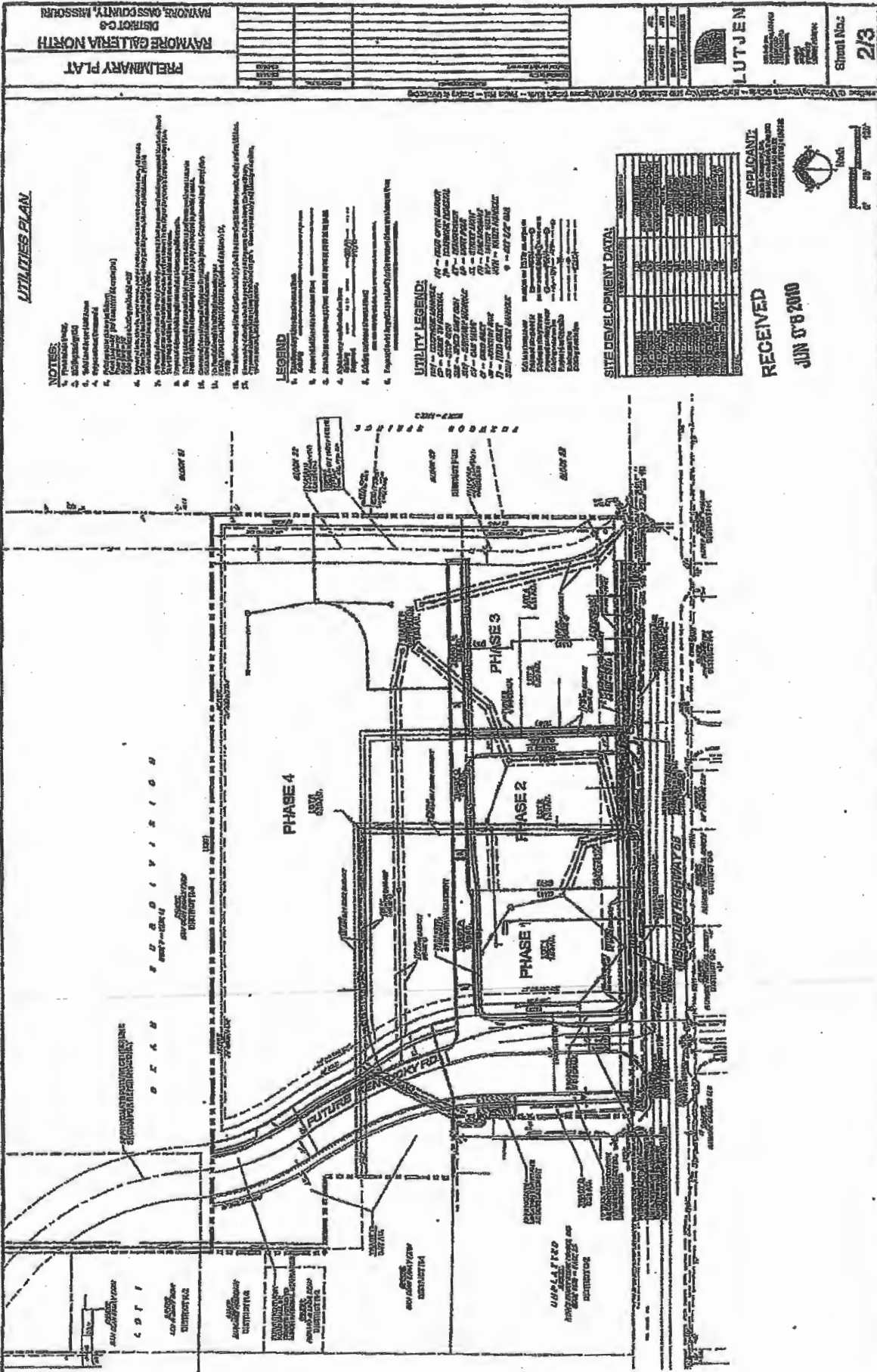
  
Jean Woerner, City Clerk

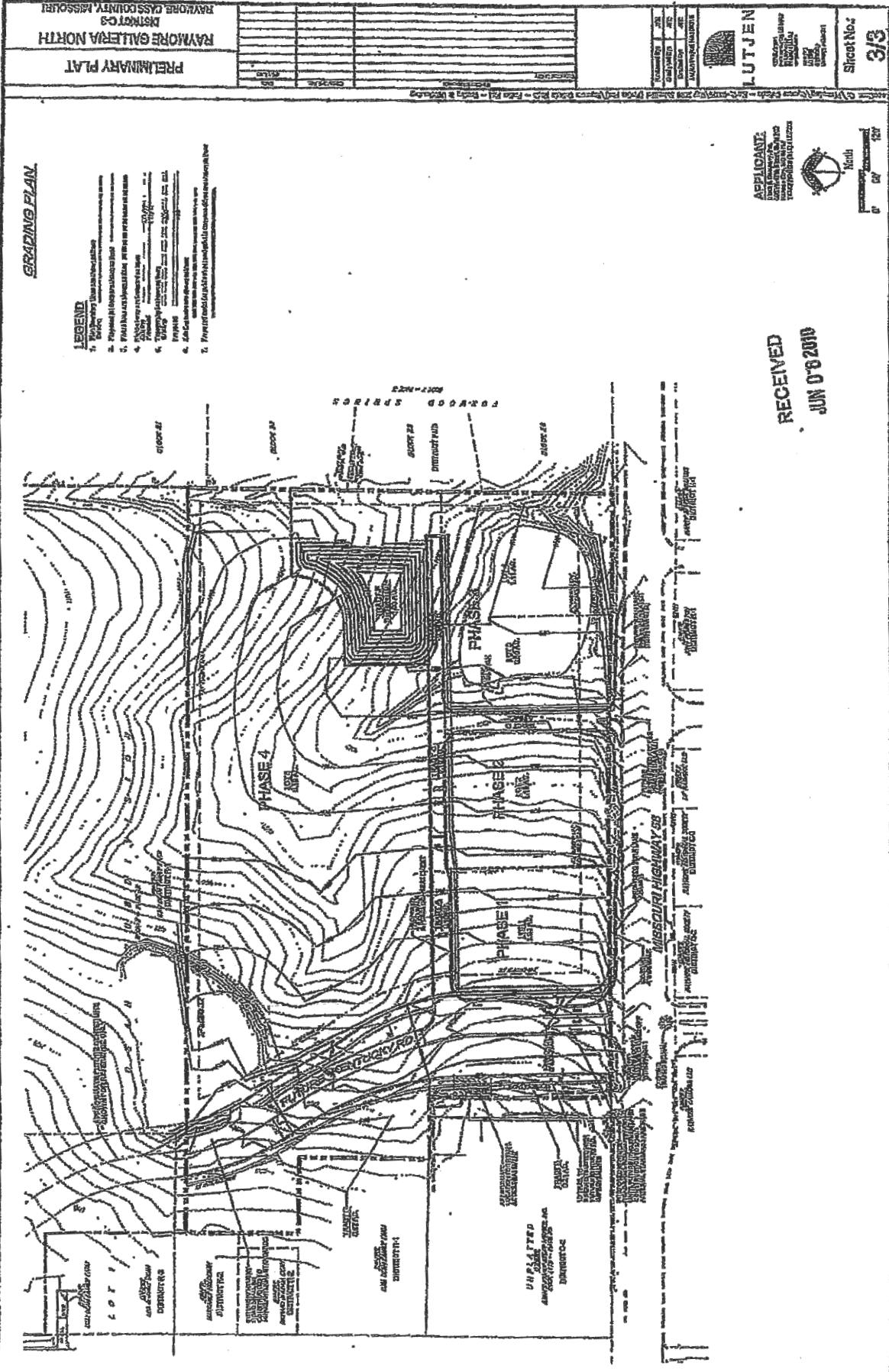
APPROVE:

  
Juan I. Alonzo, Mayor

6/30/10  
Date of Signature





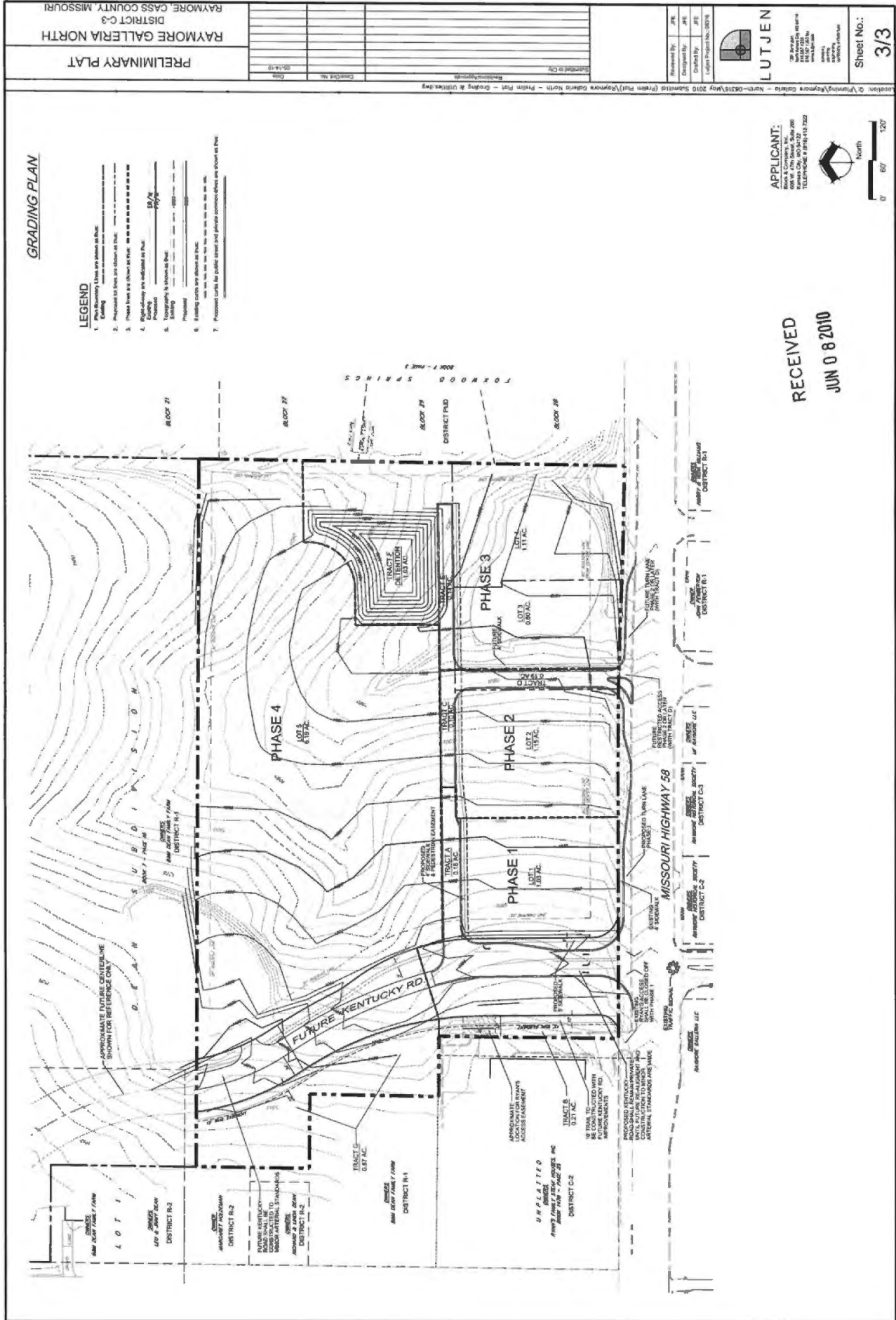












RAYMORE GALLERIA NORTH  
 DISTRICT C-3  
 RAYMORE, CASS COUNTY, MISSOURI

Checked By:	JFE
Designed By:	JFE
District No.:	C-3
Project No.:	2010
Scale:	AS SHOWN
Date:	02-14-19

**LUTJEN**

20100 N. Highway 59  
 Raymore, MO 64083  
 Telephone: 816.333.1122

APPLICANT:  
 LUTJEN  
 20100 N. Highway 59  
 Raymore, MO 64083  
 Telephone: 816.333.1122

Scale: 0' 60' 120'

North

Location: C:\working\raymore\galleria\_north - prelim plan - grading & utilities.dwg  
 Date: 02-14-19  
 Checked By: JFE  
 Designed By: JFE  
 District No.: C-3  
 Project No.: 2010





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: 2/5/19

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

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

**TITLE / ISSUE / REQUEST**

Bill 3436 - Approving the Third Amendment to the KC Water Purchase Agreement

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 3.3.4 Ensure Capital Improvements Support Economic Development Priorities

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Third Amendment of the Water Purchase Agreement.

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The City, Good Otis LLC and Public Water Supply District No. 10 of Cass County, Missouri entered into a Settlement Agreement. The settlement involves the provision of water services to certain tracts and parcels that are within both the jurisdictional boundaries of the District and within the City Limits.

The City agreed to sell water to the District at cost through its Dean Avenue water main and to convey ownership of the main at the jurisdictional boundary line between the City and the District. The agreement allows for adequate water service in developing portions of the City.

The City currently purchases water from the City of Kansas City, Missouri Water Services for sale to its residents and business at cost. The current agreement between the City and Kansas City Water Services limits the ability to sell to the District. The Third Amendment removes this limitation.

The Third Amendment will allow the City of Raymore to comply with the requirements and terms of the Settlement Agreement previously approved and executed.

**BILL 3436**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE THIRD AMENDMENT TO THE KANSAS CITY, MISSOURI, WATER SERVICES AGREEMENT.”**

**WHEREAS**, the City entered into a Settlement Agreement with Public Water Supply District No. 10 of Cass County, Missouri, and Good Otis, LLC, which contemplates the sale of water to the District through the City’s water main along Dean Ave; and

**WHEREAS**, the City currently purchases water from the City of Kansas City, Missouri, under a Water Purchase Agreement which, without amendment, would limit and restrict the sale of water in compliance with the Settlement Agreement; and

**WHEREAS**, the City and the City of Kansas City, Missouri, Water Services Department have negotiated a Third Amendment of the Water Purchase Agreement which would remove any limitation or restriction on the ability of the City to sell water to the District through the Dean Avenue water main; and

**WHEREAS**, it is in the best interest of the City, and to the public health, safety and welfare of its citizens that good and adequate water service be provided to all of the City, including those portions served by the District; and

**WHEREAS**, the District and the City of Kansas City, Missouri, are concurrently negotiating an amendment of their agreement to remove any limitation or restriction on the ability of the District to purchase water from the City through the Dean Avenue water main.

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

Section 1. The Mayor is authorized to enter into the Third Amendment to the Water Purchase Agreement with the City of Kansas City, Missouri, attached as Exhibit A.

Section 2. The City Clerk is authorized to execute Exhibit A and the City Manager is authorized to implement the terms of the Third Amendment to the Water Purchase Agreement with the City of Kansas City, Missouri as memorialized by Exhibit A.

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

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

**DULY READ THE FIRST TIME THIS 11TH DAY OF FEBRUARY, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH 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

**THIRD AMENDMENT TO  
WATER PURCHASE AGREEMENT**

**THIS THIRD AMENDMENT**, made and entered into this 25th day of February, 2019, by and between the CITY OF RAYMORE, MISSOURI, a Missouri corporation, hereinafter referred to as “BUYER”, and KANSAS CITY, MISSOURI, a municipal charter organization of the State of Missouri, hereinafter referred to as “CITY”,

**WHEREAS**, BUYER currently purchases water from CITY as authorized by a Water Purchase Agreement, dated June 11, 2001 and as amended from time to time; and

**WHEREAS**, the BUYER and CITY desire to amend the Water Purchase Agreement, allowing BUYER to extend water service to the Public Water Supply District No. 10 of Cass County, Missouri (“Cass-10”) to provide adequate water service to certain identified developing tracts of real property within the territorial boundaries of Cass-10;

**NOW, THEREFORE**, the CITY and BUYER hereby amend the Agreement to read as follows:

Article III is amended by adding a new Section 9.c and Section 20 that state the following:

**9.c.** Nothing in this provision shall be deemed to prohibit the BUYER’s limited water service agreement with Cass-10 as provided in Section 20 of this Agreement.

**20. CASS-10 LIMITED WATER SERVICE AGREEMENT.**

BUYER and CITY agree that BUYER is authorized to establish water service pursuant to an agreement with the Public Water Supply District No. 10 of Cass County, Missouri (“Cass-10”) for the sole and limited purpose of providing water from its Dean Avenue water line to Tracts 1, 2, 9, 10, 11, 12 and 14 of The Good Ranch Land Use Plan as depicted on Exhibit A attached hereto and such other areas as allowed under the Water Purchase Agreement between Cass-10 and Raymore, subject to the maximum daily quantity available to BUYER as provided herein. To provide for this water service, at BUYER’s expense, BUYER shall install a vault and meter on BUYER’s Dean Avenue water line at or about the current territorial boundary between BUYER and Cass-10. BUYER will sell and Cass-10 will purchase water so provided for the same rate charged to BUYER by CITY.

All terms not specifically modified in this Third Amendment shall remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto have caused this Third Amendment to be executed by their respective representatives, thereunto duly authorized, as of the day and year first above written.

CITY OF RAYMORE, MISSOURI

CITY OF KANSAS CITY, MISSOURI

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Director of Water Services

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

ATTEST

\_\_\_\_\_  
City Clerk





**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: 2/5/19

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

<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**

Resolution 19-11 Creating Administrative Delay on Applications for Medical Marijuana

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 4.1.3 Continuously improve the City's governance processes.

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

--

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

On November 6, 2018 the voters of the State of Missouri approved Amendment 2 to the Constitution of the State of Missouri which legalizes medical marijuana within the State. The existing Raymore Code of Ordinances, including the Unified Development Code (UDC), Building Code and Business License and Occupation Chapter, does not provide regulations that allow for the sale, cultivation, testing or distribution of medical marijuana in the City.

In order to effectively research and adopt regulations related to medical marijuana prior to the request for new licenses and/or permits, Staff is requesting that the Council approve an administrative delay on the acceptance and action on any requests for new permits, occupational licenses or certificates of occupancies related to this use in order to give the City the time to hold the required public hearings before Planning and Zoning Commission and City Council, as well as any other meetings of City Boards and Commissions that are necessary for the Council to enact any modifications to current ordinances.

The administrative delay will allow the City to examine the issues and make changes as the Council feels are necessary for the safety of the citizens of Raymore and to conform with rules and regulations adopted by state agencies tasked with the same. Changes of the Raymore Code of Ordinances, Building Code and Business License and Occupation Chapter can then be made without the fear of prompting applications for permits, which seek to avoid the effectiveness of any proposed changes.

This administrative delay is specifically designed to allow city staff to postpone accepting and acting upon development, building and business license applications without regulations in place upon which those applications would be reviewed and subsequently approved or denied. This administrative delay further prevents a situation where the City cannot make changes to rules because someone has already submitted for a permit and arguably is governed by the old ordinances/law. It also promotes fairness by halting any new applications or approvals until such time as the specific regulations are adopted, after which everyone will be required to comply with the new ordinance.

City staff anticipates bringing forward the necessary code and ordinance provisions regulating medical marijuana uses to the City Council sometime later in 2019.

## RESOLUTION 19-11

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, DIRECTING STAFF TO SUSPEND AND DELAY THE ACCEPTANCE AND PROCESSING OF DEVELOPMENT APPLICATIONS, APPLICATIONS FOR BUILDING PERMITS AND BUSINESS LICENSES OR ACTIVITIES RELATED TO MEDICAL MARIJUANA AS DESCRIBED IN ARTICLE XVI OF THE MISSOURI CONSTITUTION, AN AMENDMENT APPROVED BY THE VOTERS OF THE STATE OF MISSOURI ON NOVEMBER 6, 2018, AND EFFECTIVE DECEMBER 6, 2018."**

**WHEREAS**, on November 6, 2018, the voters of the State of Missouri approved Article XVI of the Constitution of the State of Missouri ("Amendment 2"), an Amendment which legalizes medical marijuana within the State; and

**WHEREAS**, Amendment 2 took effect on December 6, 2018; and

**WHEREAS**, the City Council is elected to promote the community's health, safety and welfare, which duty includes proper planning and ordinances designed to provide for a coordinated development of the City and the reduction of conflicting use to promote the general welfare; and

**WHEREAS**, the City Council recognizes that there are impacts to the community from the sale, cultivation, testing and distributing of medical marijuana; and

**WHEREAS**, the City Council desires to provide proper zoning and other regulations related to the above described Amendment 2 prior to receiving and processing any applications for medical marijuana; and

**WHEREAS**, the Missouri Department of Health and Senior Services ("DHSS") is tasked with implementing and enforcing rules required to carry out the mandates of Amendment 2; and

**WHEREAS**, DHSS has until June 4, 2019, to adopt the rules, and has not yet proposed or adopted applicable rules to address the issues of sale, cultivation, testing and distributing of medical marijuana; and,

**WHEREAS**, facility applications will begin to be accepted by DHSS on August 3, 2019; and

**WHEREAS**, the City Council desires to promote fairness by halting any new applications or approvals until such time as the specific regulations are adopted by the City, after which everyone will be required to comply with the new ordinance(s); and

**WHEREAS**, the City Council desires to enact an administrative delay or temporary moratorium (“Administrative Delay”) related to the activities defined in Amendment 2 in order to enact proper zoning and other regulations and to explore additional legal options that may exist; and

**WHEREAS**, the administrative delay is not intended to be unduly burdensome to applicants; and

**WHEREAS**, if an applicant believes that the City’s determination not to accept or to process an application for any medical marijuana related use permit or license is unreasonable, the applicant may appeal the same according to the provisions of the Raymore City Code of Ordinances applicable to the permit or license sought by the applicant.

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

Section 1. Authorization of Administrative Delay

A. The City Council finds that acceptance of all forms of development applications pursuant to the Unified Development Code, all building permit applications and all business license applications for medical marijuana cultivation facilities, medical marijuana testing facilities, medical marijuana infused products, manufacturing facilities, or medical marijuana dispensary facilities (the “medical marijuana related use”) would adversely affect the pending land use, Comprehensive Plan and regulatory deliberations and approval of such application or such applications may adversely affect the character of the City and adjoining tracts while appropriate land use, development plans and other regulations are prepared and considered by the City. This Resolution is designed to preserve the status quo while consideration is given to the effects of Amendment 2 to the Missouri Constitution and the proper regulation of medical marijuana related uses, and to prevent the establishment of new nonconforming situations that would undermine the effect of regulations or amendments to the Unified Development Code and other provisions of the City Code of Ordinances before they are adopted.

B. The City Council hereby directs that none of the following; (1) development applications pursuant to the Unified Development Code related to medical marijuana related uses, (2) building permit applications which would authorize construction of new buildings or facilities, reuse of existing buildings or facilities or expansion of buildings or facilities for medical marijuana related uses, or (3) business license applications for any medical marijuana related uses shall be initiated or processed while the City undergoes deliberations about the Comprehensive Plan and land-use and zoning changes throughout the City, and deliberations about the interpretation of Amendment 2 to the Missouri Constitution and the land-use, zoning and other regulations that may result from such

constitutional amendment, until after the adoption of the land use regulations, Comprehensive Plan revisions and other regulations which may result therefrom.

C. The restrictions imposed by this administrative delay shall terminate when so directed by the City Council by Resolution. In no event shall this direction extend beyond August 3, 2019, unless the City Council, by resolution, extends the date of this Administrative Delay, which is not intended to be unduly burdensome on applicants.

Section 2. Appeal.

If an applicant believes that the City's determination not to accept or to process an application for any medical marijuana related use permit or license is unreasonable, the applicant may appeal the same according to the provisions of the Raymore City Code of Ordinances applicable to the permit or license sought by the applicant.

Section 3. No Amendment of Code.

This Resolution is not intended as, and should not be interpreted as, an amendment to the City's Comprehensive Plan, the Code of Ordinances or the Unified Development Code, but is merely direction to staff with respect to the acceptance and processing of applications for permits or licenses related to any medical marijuana related use within the geographic area of the City.

Section 4. This Resolution shall become effective on and after the date of passage and approval.

Section 5. Any other Resolution adopted by the City, or part thereof, which conflicts with this Resolution shall be null and void.

**DULY READ AND PASSED 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  
AGENDA ITEM INFORMATION FORM**

DATE: 2/5/19

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

- |                                    |  |                                       |   |
|------------------------------------|--|---------------------------------------|---|
| <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**

Resolution 19-12 Allowing Video, Voice and Telephonic Participation in Work Sessions

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 4.1.3 Continuously improve the City's governance processes.

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Council Rules of Procedure

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Resolution 19-12 would allow members of the Council and/or the Mayor to participate in work session meetings of the Council remotely through video, voice and/or telephonic means. Resolution 19-12 would require utilization of technology providing seamless, two-way communication between the physically absent individual(s) and those members of the Council, public, Mayor and staff who are present in person at the meeting such that they are able to communicate as if present in person. The resolution also establishes the process and notice requirements for a member to utilize video, voice and/or telephonic means at a work session of the Council.

This resolution has been drafted based upon the instruction and requests of the Council from its recent Work Session on February 4, 2019 and in compliance with the provisions of Missouri law on open meetings of public governmental bodies.



## RESOLUTION 19-12

**“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE COUNCIL RULES OF PROCEDURE TO ALLOW FOR PARTICIPATION VIA VIDEO, VOICE AND/OR OTHER TELEPHONIC MEANS AT CITY COUNCIL WORK SESSIONS.”**

**WHEREAS**, the Council has adopted Rules of Procedure for the conduct and processes of its meetings; and,

**WHEREAS**, the Council now desires to allow for participation by the Mayor and members of the Council when not physically present through the implementation of video, voice and/or other telephonic technologies during work sessions; and

**WHEREAS**, technology exists that would allow members of the Council who are not physically present to participate by two-way verbal communication seamlessly and in real-time, through any video, voice and/or other telephonic means with members of the Council, staff and the public who are present in person at Council work sessions.

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

Section 1. The Raymore City Council Rules of Procedure shall be amended by adding the following new Section 20, allowing members of the Council who are not present in person to participate in work sessions of the Council:

20. Video, Voice and/or Telephonic Participation. (Work Sessions Only)
  - a. Should a member or members of the Council and/or the Mayor be unable to attend a work session of the Council in person, they may participate through any video, voice and/or other telephonic means which allows for a seamless, real-time two-way verbal communication such that they shall be able to communicate with the other members of the Council and/or Mayor, members of the public and staff as if they were present in person.
  - b. To participate in a work session via video, voice and/or other telephonic means a member of the Council and/or the Mayor shall:
    - (i) Notify the City Manager by the Friday prior to the work session that they intend to be physically absent,
    - (ii) Request the utilization of video, voice and/or verbal communication for the work session, and
    - (iii) Provide the telephone number or other contact information/method by which they intend to participate in the work session.
  - c. Any member or members of the Council and/or the Mayor who may utilize this provision shall be identified as being absent for purposes of attendance. Such absence shall be an excused absence.

- d. A member or members of the Council and/or the Mayor who utilize this provision shall not be counted for purposes of determining any quorum calculations for the work session.
- e. A member or members of the Council who utilize this provision shall not participate in any roll call vote of the Council, nor shall the Mayor utilize his veto rights or vote to break any tie of a roll call vote of the Council.
- f. In all regards, the participation by a member or members of the Council and/or the Mayor shall comply with the provisions and laws of the State of Missouri for the conduct of open meetings and records.

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 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



## RAYMORE CITY COUNCIL RULES OF PROCEDURE

1. **General Principles.** The essential purpose of these rules is to provide a framework for the orderly and fair conduct of the Council's business. They are intended to provide procedural guidelines so that Councilmembers are given an opportunity to consider and to act on matters properly brought before a meeting.
2. **Rules and Governing Law.** These rules are subordinate to the City's ordinances, the City's Charter, and applicable state and federal laws and regulations. Council meetings shall be conducted according to the latest edition of Robert's Rules of Order, provided, however, that these rules, the City's ordinances, the City's Charter, and applicable state and federal laws and regulations shall take precedence in any case where there is a conflict.
3. **Presiding Officer.** The Mayor shall act as the presiding officer at meetings of the Council. If the Mayor is unable or unavailable to act as presiding officer at a Council meeting, the Mayor Pro Tempore shall act as presiding officer. If both the Mayor and the Mayor Pro Tempore are unable or unavailable to act as presiding officer at a Council meeting, the Council shall select one of its members to act as presiding officer of the meeting.
4. **Mayor Pro Tempore.** The Mayor Pro Tempore shall be elected by the Council at its first scheduled meeting following the April municipal election each year.
5. **Agenda at Regular Council Meetings.** The agenda for regular business meetings of the Council shall be as follows:
  - a. Call to order.
  - b. Roll call to determine if quorum is present to convene meeting. (A majority of Councilmembers must be present to have a quorum.)
  - c. Pledge of allegiance.
  - d. Ceremonial presentation of awards, recognition of visitors, and announcements.
  - e. Citizen personal appearances. (Requests to appear must be filed by 12:00 p.m. (noon) on Friday prior to the meeting. Personal appearance statements shall be limited to five minutes unless a majority of the Council votes to permit additional time.)
  - f. Reports from City Manager and department heads.
  - g. Reports from Mayor and special committees.
  - h. Consent agenda and approval of minutes. Prior to a motion being made to approve the consent agenda, the chair shall ask if there are any items that a councilmember would like to have removed from the consent

- agenda and discussed and voted on separately. Any such request by a councilmember shall be honored. The request does not need a second, is not subject to discussion, and is not subject to a vote. Any such item shall be placed as an item under "New business" on the meeting agenda.
- i. Unfinished business.
  - j. New business.
  - k. Public comments. (The Presiding Officer shall have the right to set time limits if he or she deems it appropriate. Members of the public who address the Council should submit written comments if their presentation will exceed five minutes in length. The Council will not take immediate action on any public comment, except to refer the matter to a committee or the City Manager.)
  - l. Mayor and Council comments.
  - m. Adjournment.

Unless objected to by a Councilmember, the Presiding Officer may call for any item to be taken out of order. If there is an objection voiced by a Council member, the matter shall be put to a vote of the Council. If a majority of the Council approves, the agenda shall be amended in accordance with the Presiding Officer's request. If a majority of the Council does not approve, the agenda shall remain as published and the items on the agenda shall be taken up in the order published.

6. **Attendance at Meetings.** The Presiding Officer shall be responsible for determining whether a quorum is present and for convening the meeting. Except in the case of an emergency, any Councilmember who expects to arrive late for a meeting or to be unable to attend a meeting is expected to notify the Mayor, the City Manager, or the City Clerk prior to the scheduled starting time for the meeting. Any Councilmember who is not present when the roll call is taken will be shown as absent. If a Councilmember appears after the roll call has been taken and recorded, he or she may ask to have the minutes show when the member arrived and, with permission of the Presiding Officer, shall be recorded as "present" from the time of arrival. Any Councilmember who expects to leave a meeting prior to its conclusion is expected to notify the Presiding Officer prior to roll call being taken.
7. **General Principles for Discussion or Debate.** The Presiding Officer is responsible for regulating the conduct of a meeting to assure adequate consideration of relevant points of view. The objectives of discussion are:
  - a. to determine the will of the Council and to articulate decisions;
  - b. to assure sufficient discussion and consideration of issues so that all pertinent points of view are presented to the Council for consideration;
  - c. to maintain at all times the dignity of the meeting so that each recognized speaker's views are made known to the Council; and
  - d. to ensure that appropriate respect is accorded to all participants.
8. **Motions.** Motions are the tools by which business is introduced at Council meetings. Motions may be made orally or in writing. However, the Presiding

Officer may, if he or she chooses, require a long motion to be submitted in writing. The maker of a motion has first right to speak to the motion. A member can vote against his or her own motion, but cannot speak against it. A member can modify his or her own motion before and after it is stated by the Presiding Officer.

There are a number of motions. Following are some of the ones that are most often used:

- a. Main motion. A main motion proposes a policy or action on a substantive issue considered by the Council. A main motion can be made only when a prior main motion has been disposed of. It cannot interrupt a speaker; a second is required; it is debatable and amendable; and a majority vote is required unless a greater vote is prescribed by the City's Charter, the City's ordinances, or by state law.
- b. Motion to withdraw. A member can withdraw his or her motion up to the time it has been stated by the Presiding Officer. After that, the member must have permission of the Presiding Officer to withdraw a motion. It does not require a second; it is not subject to debate, amendment or vote.
- c. Motion to amend. A motion to amend proposes a change in the wording of a motion currently under consideration. A motion to amend cannot interrupt a speaker; requires a second; is debatable and amendable; and a majority vote is required for approval of the amendment.
- d. Motion to postpone consideration. This motion may arise from a need for further information, a matter of convenience, or for any other reason that will enable the meeting to deal with the issue more effectively at a later time. The motion cannot interrupt a speaker; requires a second; is debatable; is amendable, particularly as to postponement timing; and a majority vote is required.
- e. Motion to refer. A motion to refer is typically used to submit an issue to a special committee, usually for study leading to a subsequent recommendation. The motion cannot interrupt a speaker; requires a second; is debatable and amendable; and a majority vote is required.
- f. Motion to limit, extend, or close debate. Generally speaking it is the Presiding Officer's duty to ensure that differing points of view are heard. A motion to limit, extend or close debate is, therefore, an overruling of the Presiding Officer's determination. (A motion to close debate is the same as a motion to call the question.) The motion cannot interrupt a speaker; does not require a second; cannot be debated or amended. Because this motion affects the most fundamental right of a member to speak his or her view, it requires a three-fourths ( $\frac{3}{4}$ ) vote for passage.
- g. Motion to recess the meeting. A motion to recess requests a brief interruption of the meeting's business. Unless stated in the motion, the period of recess is decided by the Presiding Officer. The motion cannot interrupt a speaker; requires a second; is debatable; is amendable; and a majority vote is required.
- h. Motion to appeal a ruling of the chair. The decisions or ruling of the Presiding Officer on questions of procedure are generally deemed to be

- final, except that they can be appealed to a vote of the Council. Generally, they are used when a member questions the appropriateness or fairness of the Presiding Officer's ruling. A motion to appeal cannot interrupt a speaker; requires a second; is debatable; cannot be amended; must be made during the Council meeting that the ruling of the Presiding Officer was made; and requires a majority vote to overrule a procedural decision of the Presiding Officer.
- i. Motion to Reconsider. A motion to reconsider allows a member to bring back a motion for further consideration after it has been acted upon. It can only be made by someone who voted on the prevailing (winning) side; cannot interrupt a speaker; requires a second; is debatable; must be made by the end of the next regular Council meeting; and a majority vote is required. If a motion to reconsider fails to receive a majority vote of the Council, it shall be deemed to have failed and no further motion to reconsider the measure shall be permitted at that meeting.
  - j. Motion to Rescind. A motion to rescind is used to quash or nullify a previously adopted motion. It cannot interrupt a speaker; requires a second; is debatable; must be made by the end of the next regular Council meeting; and requires a three-fourths ( $\frac{3}{4}$ ) vote for passage. If a motion to rescind fails to receive a three-fourths vote of the Council, it shall be deemed to have failed and no further motion to rescind the measure shall be permitted at that meeting.
  - k. Point of procedure. This is a question addressed to the Presiding Officer, either inquiring into the manner of conducting business or raising a question about the propriety of a particular procedure. It is simply an inquiry and is resolved by correction or clarification by the Presiding Officer. It can interrupt a speaker; does not require a second; is not debatable or amendable; and does not require a vote.
  - l. Point of privilege. This is a communication from a member to the Presiding Officer drawing urgent attention to a need for personal accommodation, such as an inability to see or hear or a matter of requested convenience. It can interrupt a speaker; does not require a second; is not debatable or amendable; and does not require a vote.
8. **Right to the floor.** When any Council member wishes to speak to an issue on the floor, the member shall ask to be recognized by the Presiding Officer and, when so recognized, shall confine his or her remarks to the issue then under discussion by the Council. When a Council member desires to ask questions of City staff, the member shall first ask to be recognized. When recognized by the Presiding Officer the member should first address his or her question to the City Manager who shall be entitled to either answer personally or to call upon a staff member to answer. Follow up questions may be addressed directly to the person who provided the initial answer.
9. **Introduction of Ordinances and Resolutions.** All ordinances and resolutions shall be introduced in the Council in printed or written form. Ordinances and resolutions may be introduced to the Council for



consideration only by the Mayor, a Councilmember, or the City Manager. No ordinance or resolution shall contain more than one subject.

10. **Resolutions.** Resolutions are non-law making actions of the Council, such as the acceptance of improvements, the appointment of persons to fill positions, etc. A majority of the Council is necessary for passage of a resolution. To be adopted, a resolution must receive the required number of affirmative votes for passage at one reading.
11. **Ordinances.** Ordinances are law making actions of the Council, such as the adoption of a new or amended zoning ordinance, the adoption of an annual budget, etc. The primary purpose of an ordinance must be for a public purpose. Unless a larger number is required by state law or the City's charter, a majority of the entire Council is necessary for passage of an ordinance. To be adopted, an ordinance must receive the required number of affirmative votes for passage at two readings.
12. **Reading of Ordinances**
  - a. A non-emergency ordinance shall be read by title only at its first reading before the Council. If the measure receives the requisite number of affirmative votes for passage, it shall proceed to a second reading by title only at a subsequent meeting of the Council. If it receives the requisite number of affirmative votes for passage at second reading, it shall be deemed adopted. If it fails to receive the requisite number of affirmative votes at the first reading, it shall be deemed to have failed and will not proceed to a second reading. If it receives the requisite number of affirmative votes at the first reading but fails to receive the requisite number of votes at the second reading, it shall be deemed to have failed.
  - b. An ordinance declared by the Mayor or any Councilmember to be an emergency shall be read by title only at its first reading. If the measure receives the affirmative vote of three-fourths ( $\frac{3}{4}$ ) of the entire Council, it shall proceed to a second reading where it shall be read in full. If it fails to receive the affirmative vote of three-fourths ( $\frac{3}{4}$ ) of the entire Council on its first reading, the measure shall cease to be before the meeting as an emergency measure. At that time, a Council member may move to strike the emergency clause and proceed with the proposed ordinance as a non-emergency measure. If such motion is made and adopted, the proposed ordinance, without the emergency clause, shall be before the Council for immediate consideration as a non-emergency ordinance. If a proposed emergency ordinance fails to receive the affirmative vote of three-fourths ( $\frac{3}{4}$ ) of the entire Council on its first reading and a motion is not passed to proceed with the measure as a non-emergency bill, the bill shall be deemed to have failed. Every proposed emergency ordinance shall allow public comment to be heard prior to a vote being taken at its second reading.
13. **Voting procedures.** At every meeting of the Council that is not a closed meeting pursuant to 610.021, RSMo, Council members shall vote "yes", "no",

or “abstain” by ballot, show of hands, or roll call vote so that the vote of each member can be recorded in the official record of the meeting. A Council member who votes to abstain must state the basis for the abstention. A Council member who is disqualified from voting shall step down from the dais and not participate in discussion or vote on the item. If any Councilmember requests a roll call vote to be taken on a specific item, the Presiding Officer may cause a roll call vote to be taken on said item. A vote to go into closed session shall be conducted by a roll call vote with each member called upon by the City Clerk and responding in the affirmative or the negative. At closed meetings of the Council all votes shall be by roll call vote.

14. **Public Hearings.** Public hearings shall be conducted in the following order:
  - a. Confirmation that required notice has been given.
  - b. Presentation of staff report.
  - c. Appearance of applicant.
  - d. Statements by those in favor.
  - e. Statements by those in opposition.
  - f. Applicant given opportunity to respond to statements.
  - g. Hearing closed.
15. **Closed meetings.** No meeting of the Council may be closed without an affirmative public vote of a majority of the Council. The vote of each member of the Council on the question of closing a meeting and the specific reason for closing that meeting shall be announced publicly at an open meeting of the Council and entered into the minutes. All votes taken in any closed meeting shall be by roll call vote.
16. **Committees.** There shall be no standing committees.

The Mayor, or when applicable, the Mayor Pro Tempore, with the advice and consent of a majority of the Council, may establish special committees as he or she deems necessary or proper and, with the advice and consent of a majority of the Council, may appoint such persons to those committees as he or she deems appropriate.

The Council may establish special committees it deems necessary or proper, the members of which shall be appointed by the Mayor with the advice and consent of a majority of the Council.

Each committee shall have such power and authority as given to it by the Mayor and Council. Notice of each committee meeting shall be given in accordance with Missouri law. A majority of the members of a committee shall be required for a quorum. A majority vote of the members of a committee shall be required for all committee actions, except adjournment. Notes of each committee meeting shall be kept and delivered to the City Clerk within a reasonable time following a meeting.



17. **Suspension of rules.** Upon motion and a majority vote of the Council at any meeting where a quorum is present for the transaction of business, any provision of these rules may be suspended or changed for that meeting as long as such suspension or change would not violate the City's Charter, the City Code, or state law.
18. **Revision of rules.** Proposed changes to these rules may be referred to a special committee for review and report to the Council. Any change to these rules shall become effective at such time as designated by the Council; provided, however, that no change shall become effective sooner than the next regular meeting of the council.
19. **Distribution of rules.** The City Clerk shall cause a printed copy of these rules to be distributed to every elected official within 30 days after enactment. Each elected official elected or appointed thereafter shall be furnished a printed copy of these rules (and any amendments with respect thereto) before entering upon the duties of office.
20. **Video, Voice and/or Telephonic Participation. (Work Sessions Only)**
  - a. *Should a member or members of the Council and/or the Mayor be unable to attend a work session of the Council in person, they may participate through any video, voice and/or other telephonic means which allows for a seamless, real-time two-way verbal communication such that they shall be able to communicate with the other members of the Council and/or Mayor, members of the public and staff as if they were present in person.*
  - b. *To participate in a work session via video, voice and/or other telephonic means a member of the Council and/or the Mayor shall:*
    - (i) *Notify the City Manager by the Friday prior to the work session that they intend to be physically absent,*
    - (ii) *Request the utilization of video, voice and/or verbal communication for the work session, and*
    - (iii) *Provide the telephone number or other contact information/method by which they intend to participate in the work session.*
  - c. *Any member or members of the Council and/or the Mayor who may utilize this provision shall be identified as being absent for purposes of attendance. Such absence shall be an excused absence.*
  - d. *A member or members of the Council and/or the Mayor who utilize this provision shall not be counted for purposes of determining any quorum calculations for the work session.*
  - e. *A member or members of the Council who utilize this provision shall not participate in any roll call vote of the Council, nor shall the Mayor utilize his veto rights or vote to break any tie of a roll call vote of the Council.*
  - f. *In all regards, the participation by a member or members of the Council and/or the Mayor shall comply with the provisions and laws of the State of Missouri for the conduct of open meetings and records.*



# Miscellaneous



THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, JANUARY 15, 2019**, IN THE COUNCIL CHAMBERS OF CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, KELLY FIZER, ERIC BOWIE (arrived at 7:06 p.m.), MARIO URQUILLA, JIM PETERMANN, MELODIE ARMSTRONG, AND CHARLES CRAIN. ABSENT WERE MATTHEW WIGGINS AND MAYOR KRIS TURNBOW. ALSO PRESENT WERE ASSOCIATE PLANNER DAVID GRESS AND CITY ATTORNEY JONATHAN ZERR.

1. **Call to Order** – Chairman Faulkner called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Faulkner declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**

a. **Approval of minutes of December 18, 2018 meeting**

**Motion by Commissioner Urquilla, Seconded by Commissioner Armstrong to accept the consent agenda as presented.**

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Wiggins	Absent
Commissioner Armstrong	Aye
Commissioner Bowie	Absent
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Absent

**Motion passed 6-0-0.**

6. **Unfinished Business - None**
7. **New Business -**

**A. Case #18028 - Dean Commercial Plat - South of 58 Highway, west of Fox Ridge Drive (public hearing)**

Steve Warger, project engineer, appeared representing the property owner. He indicated the traffic study is not yet completed and it is required as part of the application.

Associate Planner David Gress indicated staff is waiting on submittal of the traffic study and requests the case and public hearing be continued to the February 5, 2019 meeting of the Commission.

*Chairman Faulkner opened the public hearing at 7:06 p.m.*

Steve Warger, project engineer, stated the traffic engineer has indicated the report is almost finished.

Commissioner Bowie arrived at 7:06 p.m.

*Chairman Faulkner indicated there is a request to continue the public hearing to the February 5, 2019 meeting of the Commission.*

**Motion by Commissioner Urquilla, Seconded by Commissioner Bowie, to continue Case #18028 to the February 5, 2019 Commission meeting and to keep the public hearing open.**

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Wiggins	Absent
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Absent

**Motion passed 7-0-0.**

**8. City Council Report**

Mr. Zerr provided an overview of the January 14, 2019 meeting of the City Council.

**9. Staff Report**

Mr. Gress provided an overview of the upcoming cases to be considered by the Commission.

Mr. Gress invited discussion amongst the Commission to select one Commissioner to attend the 2019 American Planning Association national conference in San Francisco.

Mr. Gress provided an update on the status of 155th Street project and Hawk Ridge Park projects.

**10. Public Comment**

Sarah Gaston, 530 N. Foxridge Drive, requested consideration by the City of urban chickens on smaller residential lots. She has been working to raise awareness on the topic. Ms. Gaston provided information to the Commission regarding the keeping of chickens. She reviewed several myths related to the keeping of chickens.

Chairman Faulkner asked if staff completed a previous study on the topic.

Commissioner Crain stated an intern produced a report on the topic 3 or 4 years ago.

Mr. Gress stated staff has recently completed research on the topic for a council member. He indicated future discussion can occur as part of the annual review of the UDC or the Commission could direct staff now to complete research on the topic.

Commissioner Urquilla commented that there was a recent amendment that allowed chickens on property that is zoned R-1 of at least 3 acres in size.

Chairman Faulkner stated the Commission took a cautious step forward with the last amendment.

Commissioner Crain stated he has dealt with chickens in his neighborhood for a long time. He commented that the recent amendment took a small step forward and felt the commission should consider the topic again.

Chairman Faulkner commented that citizens appear somewhat polarized on the issue.

Commissioner Urquilla thought some of the concern was focused on maintenance of the chicken coops and the impacts on the neighborhood. He remembered that the Commission took a small step forward while keeping the option open to revisit the topic at a later date.

Commissioner Armstrong commented that another concern dealt with predators. She stated a positive of continuing discussion on the topic was to increase awareness of the positive aspects of keeping chickens. She felt Raymore is on the slow end of adopting provisions regarding the keeping of chickens.

Commissioner Urquilla stated he was comfortable with discussing the topic again.

City Attorney Jonathan Zerr commented that at a recent work session held by the City Council there was discussion on adding a question on the upcoming ETC survey regarding the topic.

Mr. Gress commented that the Commission can request research on a topic or a code change at any time.

Commissioner Bowie asked if staff could include as part of its research any complaints or concerns that have been made.

Commissioner Armstrong asked if staff could provide information on complaints on animal predators.

Commissioner Urquilla requested staff to complete research on the keeping of chickens and provide a report back that includes results from the ETC survey.

Sarah Gaston commented that the ETC survey is limited as only 600 responses will be gathered and there will not be a completely separate question on chickens on the survey.

Commissioner Armstrong asked if the City had any additional concerns about the keeping of chickens and could those concerns be included in their research.

## 11. Commission Member Comment

Commissioner Urquilla stated he would be interested in attending the APA conference.

Commissioner Fizer stated the APA conference is a great conference and is interested if no one else can go.

Commissioner Armstrong stated she will plan to go to the conference, but may just do it on her own.

## 12. Adjournment

**Motion by Commissioner Bowie, Seconded by Commissioner Urquilla, to adjourn the January 15, 2019 Planning and Zoning Commission meeting.**

### Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Absent

Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Absent

**Motion passed 7-0-0.**

The January 15, 2019 meeting adjourned at 7:48 p.m.

Respectfully submitted,

Jim Cadoret