



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, June 24, 2024
6:00 PM

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations / Awards

5. Personal Appearances

6. Staff Reports

- A. Public Works Monthly Report
- B. Communications Report
- C. Monthly Financial Report
- D. Comprehensive Plan
- E. City Clerk - Annual Record Destruction
- F. Police Department - Special Report

7. Committee Reports

8. Consent Agenda

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

- A. City Council Meeting Minutes, June 10, 2024

9. Unfinished Business - Second Reading

- A. Award of Contract - Washington Street Water Main Project

Reference:
Bill 3898
Contract

This project involves the replacement of the waterline along Washington Street from Lucy Webb Road to Elm Street. Staff recommends approval of Bill 3898 awarding contract to Hettinger Excavating, LLC for the Washington Street Water Main Project.

- City Council, 06/10/2024: Approval, 8-0

B. Creekside Ranch Final Plat

Reference:
Bill 3902
Staff Report
Final Plat Drawing
Landscape Buffer Plan
Signed Development Agreement
PWSD #3 Release for Water Service Letter

Matt Schlicht, representing Engineering Solutions, is request final plat approval of the Creekside Ranch Subdivision, a 23-lot single family subdivision located at the northeast corner of Gore Road and Kurzweil Road. The proposed development is zoned "RE" Rural Estate and includes 22 3-acre lots and one 10-acre lot.

- City Council, 06/10/2024: Approval, 8-0
- Planning and Zoning Commission, 6/4/2024: Approval 6-0

C. Firing Range MOU with Honeywell FM&T

Reference:
Bill 3900
Honeywell MOU

This Memorandum of Understanding with Honeywell FM&T is for use of the Raymore Police Department firing range. Honeywell will work with the Raymore Police Department range master on scheduling and other logistical items.

- City Council, 06/10/2024: Approval, 7-0

D. Budget Amendment - Trash, Recycling, and Yard Waste Fees

Reference:

Bill 3901

Raymore 2024 Increase Request Letter

Constable Sanitation is requesting an adjustment in the fee for trash and recycling services for the City of Raymore.

- City Council, 06/10/2024: Approval, 8-0

E. Depository Agreement

Reference:

Bill 3899

Agreement

For the past three years, the City has utilized the services of the Community Bank of Raymore as its primary depository. The City recently issued a Request for Proposal for provision of these services. In its memo, staff explains its analysis of the proposals that were received and recommends that Community Bank of Raymore again be designated to provide these services for the next three years.

- City Council, 06/10/2024: Approval, 6-2

10. New Business - First Reading

A. 195th Street Right-of-Way Final Plat

Reference:

Bill 3903

Staff Report

Final Plat Drawing

Aerial Exhibit

KCI Raymore South, LLC (VanTrust Real Estate) is requesting final plat approval for the right-of-way abutting the Raymore Commerce Center

South development located south of 195th Street. The request formally plats the right-of-way for the existing road and the improvements associated with future development.

- Planning and Zoning Commission, 6/18/2024: Approval 8-0

B. Mayoral Compensation

Reference:
Bill 3905

At the City Council June 17 Work Session, the City Council received requested survey results regarding Mayor and City Council compensation from regional municipalities. After review and discussion, it was requested that an ordinance be placed on the Council agenda to increase the Mayor's compensation from \$1,000 per month to \$1,500 per month.

- No previous action on this item

11. Public Comments

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

12. Adjournment

MISCELLANEOUS

City Council Work Session notes, 06/17/2024

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.

PUBLIC WORKS MONTHLY REPORT

June 2024

ENGINEERING DIVISION

Projects Under Construction

- Police Firing Range Improvements - Waiting on Evergy for final connection. After this, gate operators can be installed.
- Johnston Drive Dean Avenue to Harmon Drive - Project is substantially complete
- Ward Road - Bridge Deck Placed on 6/19.
- 163rd Street Extension - Storm Boxes expected to be delivered the week of 6/24.
- Galleria North Right Turn Lane - Project is Substantially complete.

Development Under Construction

- Madison Valley Phase 3 - Asphalt Paving was completed on 6/14.
- Ascend - No active infrastructure work
- Eastbrooke 4th Plat - Asphalt paving was completed on 6/10.

OPERATIONS & MAINTENANCE DIVISION

- 36 City Hall Work Orders
- 4 Driveway Inspections
- 11 Final ROW Inspections
- 233 Locates
- 67 Service Requests
- 22 Sewer Inspections
- 3 Sidewalk Inspections
- 0 Curb Inspections
- 24 Water Taps
- 26 Water Inspections
- Meter Activations
- Miscellaneous water/sewer service requests
- Water Station Readings
- Hydrant Flushing program - Flushed 37 Fire Hydrants
- Oxygen System at Owen Good get working
- Water Samples
- Sucked out Sewer Pit at Foxwood Springs
- Met with Contractor for Nuuly - fire supply needs
- Generator Repair at Whitetail Lift Station
- Force Main Break
- Routine Mowing
- Sign Repairs
- Pothole Patching
- Equipment Maintenance
- Roadside Mow
- Firing Range Mowing
- Installed a Culvert at the Firing Range

- Install new banners on 58 Hwy for the city
- Started to work on Training Program
- Interviewed for Seasonal Positions
- Get new hires boots
- Customer Service Training
- Camera Sewer Line behind 410 Granite Ct.
- Fire Flow Test at Ascend
- Replaced meter pit at 423 W. Pine St.
- Westgate Mowed
- Paint Stripping Prep (Paint has been delivered)
- Public Works Safety Meeting/Training 06/12/24

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period May 1, 2024 to May 31, 2024.

May Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

58.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 67.12% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been contracted by the Council.

- Property tax revenues collected are tracking as expected at 95.75%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues are tracking slightly below straight line budget at 58.04%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking above straight line budget at 59.39%. City sales taxes are at 58.65% while state shared gasoline and vehicle taxes are at 61.33%.
- Fees and Permit revenues collected in total are tracking below straight line budget at 52.76%. Residential building permits are above straight line budget at 133.93%. There are 41 detached single family and 56 attached single family residential building permits issued out of the 135 budgeted starts. In addition, we have issued 15 commercial building permits.
- License revenues collected are tracking above straight line budget at 87.93%. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in January when the licenses are due and staff anticipates a small amount throughout the summer for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are above straight line budget at 69.19%. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

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

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Finance Department is currently at 62.23% of straight line budget primarily due to the completion of the annual audit as well as credit card fees; staff is analyzing and reviewing options for credit card processors.
- The Prosecuting Attorney Department is currently ahead of straight line budget at 61.48% due to an increase in the prosecuting attorney's contract adopted in March 2024.

Parks & Recreation Fund

Revenue:

Revenues are at 60.76% of budget 58.33% of the way through the year, normal for this time of the year. Staff will monitor all revenue sources closely

Expenditures:

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

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 55.79% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: MAY 31ST, 2024

01 -GENERAL FUND
FINANCIAL SUMMARY

			REMAINING						
	PRIOR YEAR	PRIOR YEAR	PRIOR YEAR	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% OF
	ENDING PO BAL.	PO ADJUST.	PO BALANCE	BUDGET	PERIOD	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
PROPERTY TAXES	0.00	0.00	0.00	1,990,045.00	13,272.15	1,905,527.28	0.00	84,517.72	95.75
FRANCHISE TAXES	0.00	0.00	0.00	2,539,710.00	177,765.01	1,473,999.06	0.00	1,065,710.94	58.04
SALES TAXES	0.00	0.00	0.00	4,707,891.00	417,996.34	2,796,068.84	0.00	1,911,822.16	59.39
FEES AND PERMITS	0.00	0.00	0.00	645,897.00	113,334.85	340,752.54	0.00	305,144.46	52.76
LICENSES	0.00	0.00	0.00	128,292.00	3,840.00	112,802.00	0.00	15,490.00	87.93
MUNICIPAL COURT	0.00	0.00	0.00	272,574.00	26,308.76	188,585.57	0.00	83,988.43	69.19
MISCELLANEOUS	0.00	0.00	0.00	737,377.00	29,068.82	612,953.63	0.00	124,423.37	83.13
TRANSFERS - INTERFUND	0.00	0.00	0.00	2,093,890.00	444,680.34	1,372,762.38	0.00	721,127.62	65.56
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	13,115,676.00	1,226,266.27	8,803,451.30	0.00	4,312,224.70	67.12
COVID-19									
TOTAL REVENUES	0.00	0.00	0.00	13,115,676.00	1,226,266.27	8,803,451.30	0.00	4,312,224.70	67.12
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	373,400.00	2,821,116.67	3,112,135.30	0.00	(2,738,735.30)	833.46
ADMINISTRATION	12,500.00	0.00	12,500.00	1,433,703.46	109,838.40	844,220.39	2,944.01	586,539.06	59.09
INFORMATION TECHNOLOGY	6,270.88	780.00	5,490.88	768,889.40	66,879.39	512,358.17	14,981.41	241,549.82	68.58
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	168,601.00	12,434.87	90,298.75	898.57	77,403.68	54.09
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	845,427.60	57,474.38	440,066.92	1,348.33	404,012.35	52.21
ENGINEERING	0.00	0.00	0.00	494,015.60	38,683.33	284,248.68	27.34	209,739.58	57.54
STREETS	1,100.01	1,100.00	0.01	897,094.32	85,650.66	494,384.87	4,127.49	398,581.96	55.57
BUILDING & GROUNDS	0.00	0.00	0.00	408,592.00	36,198.98	203,916.59	5,581.77	199,093.64	51.27
STORMWATER	0.00	0.00	0.00	367,466.00	20,670.09	151,316.55	311.94	215,837.51	41.26
COURT	0.00	0.00	0.00	173,948.00	13,378.56	93,359.23	88.16	80,500.61	53.72
FINANCE	0.00	0.00	0.00	900,306.92	63,043.27	553,723.67	6,495.59	340,087.66	62.23
COMMUNICATIONS	0.00	0.00	0.00	238,283.00	28,110.69	132,923.57	13,380.56	91,978.87	61.40
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	4,500.00	15,000.00	0.00	9,400.00	61.48
POLICE	8,830.05	7,271.30	1,558.75	4,868,348.08	346,935.85	2,670,082.03	8,572.73	2,189,693.32	55.02
EMERGENCY MANAGEMENT	0.00	0.00	0.00	136,470.00	10,046.99	74,018.57	0.00	62,451.43	54.24
TOTAL EXPENDITURES	28,700.94	9,151.30	19,549.64	12,098,945.38	3,714,962.13	9,672,053.29	58,757.90	2,368,134.19	80.43
REVENUES OVER/(UNDER) EXPENDITURES	(28,700.94)	9,151.30	(19,549.64)	1,016,730.62	(2,488,695.86	868,601.99)	(58,757.90)	1,944,090.51	91.21-

25 -PARK FUND
FINANCIAL SUMMARY

			REMAINING						
	PRIOR YEAR	PRIOR YEAR	PRIOR YEAR	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% OF
	ENDING PO BAL.	PO ADJUST.	PO BALANCE	BUDGET	PERIOD	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
PARKS DIVISION									
PROPERTY TAXES	0.00	0.00	0.00	544,255.00	3,572.62	512,858.03	0.00	31,396.97	94.23
MISCELLANEOUS	0.00	0.00	0.00	32,896.00	781.74	13,674.07	0.00	19,221.93	41.57
FACILITY RENTAL REVENUE	0.00	0.00	0.00	17,575.00	2,430.00	8,170.00	0.00	9,405.00	46.49
TRANSFERS - INTERFUND	0.00	0.00	0.00	650,000.00	54,166.67	379,166.69	0.00	270,833.31	58.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,244,726.00	60,951.03	913,868.79	0.00	330,857.21	73.42
RECREATION DIVISION									
CONCESSION REVENUE	0.00	0.00	0.00	62,000.00	7,218.75	9,634.06	0.00	52,365.94	15.54
FACILITY RENTAL REVENUE	0.00	0.00	0.00	33,560.00	500.00	5,112.00	0.00	28,448.00	15.23
PROGRAM REVENUE	0.00	0.00	0.00	273,225.00	10,375.00	144,101.00	0.00	129,124.00	52.74
TOTAL RECREATION DIVISION	0.00	0.00	0.00	368,785.00	18,093.75	158,847.06	0.00	209,937.94	43.07
CENTERVIEW									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	79,050.00	4,371.25	33,501.00	0.00	45,549.00	42.38
PROGRAM REVENUE	0.00	0.00	0.00	9,760.00	560.00	1,558.50	0.00	8,201.50	15.97
TOTAL CENTERVIEW	0.00	0.00	0.00	88,810.00	4,931.25	35,059.50	0.00	53,750.50	39.48
RAYMORE ACTIVITY CENTER									
MISCELLANEOUS	0.00	0.00	0.00	2,505.00	0.00	0.00	0.00	2,505.00	0.00
CONCESSION REVENUE	0.00	0.00	0.00	2,000.00	28.50	28.50	0.00	1,971.50	1.43
FACILITY RENTAL REVENUE	0.00	0.00	0.00	16,825.00	630.00	6,250.00	0.00	10,575.00	37.15
PROGRAM REVENUE	0.00	0.00	0.00	219,425.00	18,200.00	66,498.00	0.00	152,927.00	30.31
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	240,755.00	18,858.50	72,776.50	0.00	167,978.50	30.23
TOTAL REVENUES	0.00	0.00	0.00	1,943,076.00	102,834.53	1,180,551.85	0.00	762,524.15	60.76
EXPENDITURE SUMMARY									
PARKS DIVISION	0.00	0.00	0.00	1,104,449.49	82,242.58	592,606.95	8,075.47	503,767.07	54.39
RECREATION DIVISION	0.00	0.00	0.00	380,001.50	53,596.52	205,108.54	24,888.61	150,004.35	60.53
CENTERVIEW	0.00	0.00	0.00	141,134.96	7,346.84	62,491.57	1,175.00	77,468.39	45.11
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	301,166.54	21,773.46	150,036.32	3,201.12	147,929.10	50.88
TOTAL EXPENDITURES	0.00	0.00	0.00	1,926,752.49	164,959.40	1,010,243.38	37,340.20	879,168.91	54.37
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	16,323.51	(62,124.87)	170,308.47	(37,340.20)	(116,644.76)	814.58

50 -ENTERPRISE FUND
FINANCIAL SUMMARY

	PRIOR YEAR	PRIOR YEAR	REMAINING						
	ENDING PO BAL.	PO ADJUST.	PRIOR YEAR	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% OF
			PO BALANCE	BUDGET	PERIOD	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
MISCELLANEOUS	0.00	0.00	0.00	162,300.00	10,127.60	122,078.66	0.00	40,221.34	75.22
UTILITY REVENUE	0.00	0.00	0.00	10,662,539.00	793,148.76	5,916,795.07	0.00	4,745,743.93	55.49
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	10,824,839.00	803,276.36	6,038,873.73	0.00	4,785,965.27	55.79
COVID-19									
SRF SEWER BONDS									
TOTAL REVENUES	0.00	0.00	0.00	10,824,839.00	803,276.36	6,038,873.73	0.00	4,785,965.27	55.79
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	350,000.00	0.00	250,000.00	58.33
WATER	14,882.30	14,882.30	0.00	4,102,849.50	331,436.19	1,780,295.17	50,568.05	2,271,986.28	44.62
SEWER	0.00	0.00	0.00	4,289,702.50	202,974.99	2,048,153.20	14,764.92	2,226,784.38	48.09
SOLID WASTE	0.00	0.00	0.00	2,107,197.00	173,927.06	1,053,311.14	0.00	1,053,885.86	49.99
TOTAL EXPENDITURES	14,882.30	14,882.30	0.00	11,099,749.00	758,338.24	5,231,759.51	65,332.97	5,802,656.52	47.72
REVENUES OVER/(UNDER) EXPENDITURES	(14,882.30)	14,882.30	0.00	(274,910.00)	44,938.12	807,114.22	(65,332.97)	(1,016,691.25)	269.83-

Investment Monthly Report

Investments Held at 05/31/2024

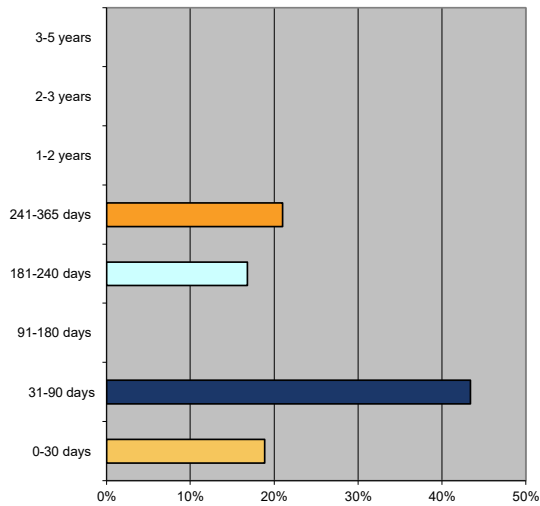
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*	Premium (Discount)
12/21/23	910088	CBR	CD		12/21/24	2,000,000.00	2,000,000.00	5.1000	2,000,000.00	NA
12/21/23	910104	CBR	CD		12/21/24	2,000,000.00	2,000,000.00	5.1000	2,000,000.00	NA
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,248,799.55	2,248,799.55	4.1600	2,248,799.55	NA
06/03/16		MOSIP	MOSIP POOLE- GENERAL FUND		NA	1,077,377.81	1,077,377.81	4.1600	1,077,377.81	NA
09/01/16		MOSIP	MOSIP POOLE- GENERAL FUND		NA	1,168,852.76	1,168,852.76	4.1600	1,168,852.76	NA
08/10/23	296022720	COMMERCE	US TREASURY		08/08/24	2,061,784.18	2,170,000.00	5.2100	2,061,784.18	(108,215.82)
08/14/19	901472	CBR	CD	Fund 50	08/25/24	717,373.06	717,373.06	0.2000	717,373.06	NA
09/13/23	296022895	COMMERCE	US TREASURY		09/05/24	1,999,990.41	2,105,000.00	5.3140	1,999,990.41	(105,009.59)
03/20/24	1275842	NASB	CD		03/20/25	2,500,000.00	2,500,000.00	5.2500	2,500,000.00	
03/20/24		NASB	CD		03/20/25	2,500,000.00	2,500,000.00	5.2500	2,500,000.00	
08/10/23	296022721	COMMERCE	US TREASURY	JUSTICE CENTER	08/08/24	5,566,817.29	5,859,000.00	5.2100	5,566,817.29	(292,182.71)
Investment Total						23,840,995.06	24,346,403.18		23,840,995.06	(505,408.12)

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

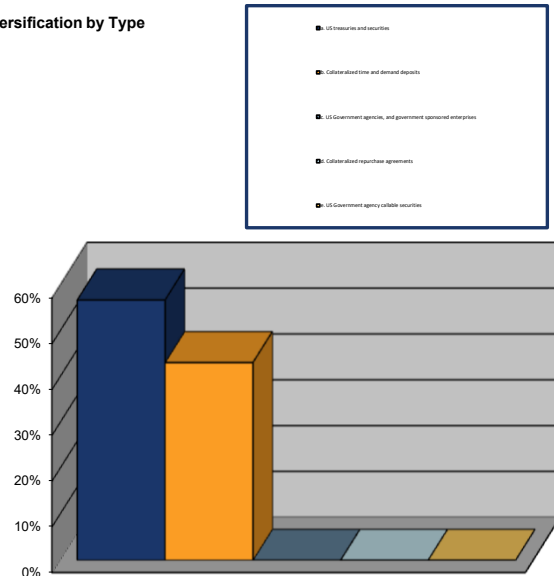
Average Annual Rate of Return: 4.8599

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

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
Average Rate of Return on Maturities:									

May Grant Summary

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

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2023 - Sept. 2024)	MoDOT (Traffic & Hwy. Safety Division)	\$11,037 (no match)	\$2,971.14	\$2,056.94	09/30/24
State & Community Hwy. Safety Grant - HMV (Oct. 2023 - Sept. 2024)	MoDOT (Traffic & Hwy. Safety Division)	\$5,750 (no match)	\$1,399.52	\$1,399.52	09/30/24
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$6,246.01	\$6,246.01	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2024 (July 2023 - June 2024)	FEMA	\$32,008.28 (50% match)	\$22,674.03	\$22,674.03	06/30/24
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/24/2024

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

ITEM CATEGORY: Presentation

TITLE / ISSUE / REQUEST

City Clerk - Annual Record Destruction

STRATEGIC PLAN GOAL / STRATEGY

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

STAFF RECOMMENDATION:

n/a

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. 2024 Record Destruction Inventory

BACKGROUND / JUSTIFICATION

The Missouri Secretary of State oversees document retention in Missouri's political subdivisions. According to the Missouri Records Retention Manual published by that office, certain records need only be retained for limited periods of time, at which point they can be destroyed. Storage space is limited making it necessary to dispose of records that have met the life of their retention.

Each department reviewed the manual and provided the City Clerk's office with a list of documents that could be destroyed. That list is attached to this memo as Exhibit A.

Following the destruction of the records, the manual states that "the disposition of records should be recorded in a document such as the minutes of the city council or other legally constituted authority that has permanent record status. The record should include the description and quantity of each record series disposed of, manner of destruction, inclusive dates covered and the date which destruction was accomplished." Staff witnessed the destruction of 54 boxes of records by shredding on June 21, 2024, in accordance with the practice outlined by the Secretary of State's office above.

RECORD DESTRUCTION 2024 EXHIBIT A

Box Number	Contents	Retention Code
Accounts Payable		
202	FY 18 A - C	GS-007
203	FY 18 D - I	GS-007
204	FY 18 J - MARC	GS-007
205	FY 18 M - S	GS-007
206	FY 18 S -V	GS-007
207	FY 18 VE - Z, UMB 11/28 - 12/26, UTILITY REFUNDS	GS-007
208	FY 18 UMB 01/26 - 05/26	GS-007
209	FY 18 UMB 06/26 - 10/26	GS-007
City Clerk		
2024-001	miscellaneous legal files from attorney, Misc insurance files, 2020 Publication Affidavits, 2019-2020 Liquor Licenses	GS058, GS057
2024-002	2020 Occupational Licenses A-K, NDB, Returned occ lic mail	GS050
2024-003	2020 Occupational Licenses L-Z	GS050
Court		
CT24-01	2018 FINANCIALS (Jan-April)	COURT OPERATING RULE 8
CT24-02	2018 FINANCIALS (May-August) bond deposit slips and bond receipt books	COURT OPERATING RULE 8
CT24-03	2018 FINANCIALS (Sept. - December)	COURT OPERATING RULE 8
CT24-04	July-December 2020 Financials (reports, bond receipt books)	COURT OPERATING RULE 8
CT24-05	January-June 2020 Financials (reports, bond receipt books)	COURT OPERATING RULE 8
Development Services		
DS24-01	2017/2018 Residential Structure Plans #8550-8599	GS-099
DS24-02	2017/2018 Residential Structure Plans #8500-8549	GS-099
DS24-03	2017/2018 Residential Structure Plans #8401-8450	GS-099
DS24-04	2017/2018 Residential Structure Plans #8451-8499	GS-099
DS24-05	2017/2018 Residential Structure Plans #8600-8617	GS-099
DS24-06	2019 Jan-May Residential Structure Plans #8618-8668	GS-099
DS24-07	2019 Jan-May Residential Structure Plans #8669-9699	GS-099
DS24-08	2019 Jan-May Residential Structure Plans #8700-8758	GS-099
DS24-09	Past IRC, IBC & NEC Code Books Years 1990-2006	GS-124
DS24-10	Past IRC, IBC & NEC Code Books Years 1990-2007	GS-124
DS24-11	Past IRC, IBC & NEC Code Books Years 1990-2008	GS-124
DS24-12	Past IRC, IBC & NEC Code Books Years 1990-2009	GS-124
DS24-13	Past IRC, IBC & NEC Code Books Years 1990-2010	GS-124
DS24-14	Past IRC, IBC & NEC Code Books Years 1990-2011	GS-124
DS24-15	End of Business Life Certificate of Occupancy Files 2006-2015	GS-120
DS24-16	End of Business Life Commercial Plan Sets 2007-2010	GS-099
DS24-17	2016-2018 Residential Structure Plans #7729-8360	GS-099
Finance		
FN-54	2014 Payroll Backup	GS-068
RFP/RFQ 38	2012-2013 BEVERAGE VENDING, BOND COUNSEL, BOND WRITING ISSUANCE, CANTER RIDGE STORM PHASE 2, CURB REPACEMENT, EAGLE GLEN TRAIL RECONSTRUCTION, ELEVATOR QUOTES, ACILITATOR GOALS SETING, FINANCIAL ADVISORY	GS-055

RFP/RFQ 39	2012-2013 FINISH MOWERS, FOXWOOD SPRINGS WATER TOWER MODIFICATIONS, GRANT CONSULTANT, HAWK RIDGE MASTER PLAN, LANDSCAPE TREES & SHRUBS, LOT MOWING, ORIGINAL TOWN ST LIGHTING PHASE 2, OWEN GOOD FORCE MAIN RFQU, PAVEMENT MARKING AND STRIPING, PUBLIC FACILITIES TRASH SERVICE, RAYMORE REVIEW PRINTING, REC PARKS BALLFIELD RENOVATION, ROUDABOUT LUCY WEBB CONST.	GS-055
RFP/RFQ 40	2012-2013 ROUDABOUT LUCY WEBB DESIGN, SANITARY SEWER I & I REDUCTION, SANITARY SEWER REHAB, SCREEN PRINTING & EMBROIDERY, SIDEWALK PROJECTS, SILVERLAKE WATER MAIN, SIDEWALK FOXRIDGE, ST PRESERVATION THOROUGHFARE, ST PRES PHASE 2, ST RECONSTRUCTION, TOWER FAILURE INVESTIGATION, TRASH & DEBRISH REMOVAL CODE ENFORCEMENT	GS-055

Human Resources

1	1995, 1996, 1997, 1999 DRUG TESTS, 1998-1999 BENEFIT SELECTIONS, 1998-2000 CERTIFICATES, 1994, 1995, 1996, 1997, 1998, 1999, 2002, 2005, 2006, 2007 W4, 1998-1999 LEAVE REQUESTS, 2007, 2013, 2012, 1992, BENEFIT SELECTIONS, 2012, 2013, 2015, 2011, 2004, 1995, 2002, 2000, 1998, 1999, 1997, 1996, 1993, 1991, 1990, 2003 CERTIFICATIONS, 2009, 2010, 2011 HAAKE INSURANCE POLICY RECORDS, 2009 MARCIT WORKMANS COMP HANDBOOK, 2008 COMPENSATION INCREASES, I9 PAPERWORK 1993-2017	GS-043, GS-032, GS-064, GS-035, GS-029, GS-056, GS-063, GS-031
2	2015 USABLE LIFE CERTIFICATES AND POLICY, 2022 UNSUCCESSFUL APPLICATIONS, TERMED W4 2017, 2012, 2016, 2008, 2000, 1994, 1995, 2013, 2014, 2011, 2005, 2002, 1997, 2003, 1999, 1998, 2006, 2004, TERMED DIRECT DEPOSIT FORMS 2011, 2016, 2004, 2005, 2012, 2014, 2008, 1999, 1997, 2000, 1998, 2006, 2002, NEGATIVE DRUG SCREENS 2011, 1996, 1997, 2000, PRE HIRE RECORDS 2011, 2012, 2016, 2007, 2004, 2000, 2006, 2000, 1998, 2002, 1999, 1996, TERMED BENEFIT FILES 2018, 1997, 1996, 2013, 2011, 2014, 2008, 2004, 2003, 2000, 1999, 2006, 2000, 2002, 2012, TERMED EMPLOYEE PERSONNEL RECORDS 2003, 1996, 2004, 1997, 2000, 1999, 1998, 2002, TERMED ATTENDANCE RECORD 2002, 1999, TERMED TRAINING RECORDS 2010, 1994, 1996, 2013, 2010, 2004, 1997, 1998, 2002, LEAVE RECORD 1997, MEDICAL RECORDS 1997, 2010, 2000, 1999	GS-116, GS-063, GS-035, GS-128, GS-043, GS-062, GS-118, GS-026, GS-028, GS-064, GS-028, GS-027
3	PRE HIRE RECORDS 1996, 2004, 1997, 1999, 2000, 2003, 1998, 2001, TERMED TRAINING RECORDS 2001, 2019, 2004, 2000, 1997, 2003, 1998, 2008, 2014, 2006, 2010, TERMED BENEFIT FILES 2001, 2005, 2003, 2004, 2002, 2000, 1997, 1998, 1999, 2003, 2007, 2008, 2017, 2018, 2009, 2010, 2006, 2014, TERMED EMPLOYEE PERSONNEL RECORDS 2001, 2000, 2003, 2004, 2002, 1997, 2000, 1998, 1999, 2003, TERMED DIRECT DEPOSIT FORMS 2001, 2005, 2019, 2004, 2002, 1997, 1999, 2008, 2003, 1998, 2003, 2018, 2000, 2009, 2006, 2014, 2017, TERMED W4 2001, 2005, 2003, 2019, 2004, 1997, 2017, 2000, 2002, 1999, 2008, 2003 1998, 2007, 2009, 2006, 2014, 2017, LEAVE RECORD 1997, 2000, 1998, 1999, 2003, NEGATIVE DRUG SCREENS 1999, 2003, 1998, 2008, 1997, MEDICAL RECORDS 1999, 2000, 2003, 1998, 2010, TERMED ATTENDANCE RECORD 1999, 2003, EMPLOYMENT VERIFICATIONS 2008, 2006	GS-062, GS-064, GS-118, GS-026, GS-035, GS-028, GS-043, GS-027, GS-028, GS-031

4	PRE HIRE RECORDS 1996, 2004, 1997, 1999, 2000, 2003, 1998, 2001,TERMED TRAINING RECORDS 2001, 2019, 2004, 2000, 1997, 2003, 1998, 2008, 2014, 2006, 2010,TERMED BENEFIT FILES 2001, 2005, 2003, 2004, 2002, 2000, 1997, 1998, 1999, 2003, 2007, 2008, 2017, 2018, 2009, 2010, 2006, 2014,TERMED EMPLOYEE PERSONNEL RECORDS 2001, 2000, 2003, 2004, 2002, 1997, 2000, 1998, 1999, 2003,,TERMED DIRECT DEPOSIT FORMS 2001, 2005, 2019, 2004, 2002, 1997, 1999, 2008, 2003, 1998, 2003, 2018, 2000, 2009, 2006, 2014, 2017,TERMED W4 2001, 2005, 2003, 2019, 2004, 1997, 2017, 2000, 2002, 1999, 2008, 2003 1998, 2007, 2009, 2006, 2014, 2017, ,LEAVE RECORD 1997, 2000, 1998 , 1999, 2003,,NEGATIVE DRUG SCREENS 1999, 2003, 1998, 2008, 1997,MEDICAL RECORDS 1999, 2000, 2003, 1998, 2010,TERMED ATTENDANCE RECORD 1999, 2003,EMPLOYMENT VERIFICATIONS 2008, 2006	GS-062, GS-064, GS-118, GS-026, GS-035, GS-028, GS-043, GS-027,GS-028, GS-031
5	PRE HIRE RECORDS 1996, 2004, 1997, 1999, 2000, 2003, 1998, 2001,TERMED TRAINING RECORDS 2001, 2019, 2004, 2000, 1997, 2003, 1998, 2008, 2014, 2006, 2010,TERMED BENEFIT FILES 2001, 2005, 2003, 2004, 2002, 2000, 1997, 1998, 1999, 2003, 2007, 2008, 2017, 2018, 2009, 2010, 2006, 2014,TERMED EMPLOYEE PERSONNEL RECORDS 2001, 2000, 2003, 2004, 2002, 1997, 2000, 1998, 1999, 2003,,TERMED DIRECT DEPOSIT FORMS 2001, 2005, 2019, 2004, 2002, 1997, 1999, 2008, 2003, 1998, 2003, 2018, 2000, 2009, 2006, 2014, 2017,TERMED W4 2001, 2005, 2003, 2019, 2004, 1997, 2017, 2000, 2002, 1999, 2008, 2003 1998, 2007, 2009, 2006, 2014, 2017, ,LEAVE RECORD 1997, 2000, 1998 , 1999, 2003,,NEGATIVE DRUG SCREENS 1999, 2003, 1998, 2008, 1997,MEDICAL RECORDS 1999, 2000, 2003, 1998, 2010,TERMED ATTENDANCE RECORD 1999, 2003,EMPLOYMENT VERIFICATIONS 2008, 2006	GS-062, GS-064, GS-118, GS-026, GS-035, GS-028, GS-043, GS-027, GS-028, GS-031, GS-063
Parks and Recreation		
3	2006 Park files/payment requisitions, background checks	GS-010/GS-062/GS-065
28	bank statements/signed paperwork	GS-010, GS-065
29	concession deposit slips fy 16, summerquest reg 2016	GS-065/GS-062
30	2102-2016 FY signed paperwork/market, special events	GS-062
31	2018 concession sheets, bank deposit slips/2019 camp registration/background checks	GS-010/GS-062/GS-065
33	2019 Deposit sheets from RAC/concessions, coach applications,market applications, craft fair,summer camp registrations and incident forms	GS 010/GS 062/ GS 065
Public Works		
PW 0043	Public Works Locates Jan 2019-Jun 2019 GS 020	GS-020
PW 0044	Public Works Locates Jul 2019-Dec 2019 GS 020	GS-020
Utilities		
173	Nov 2015-Oct 2016 Bank receipts, 2016 ACH	GS-010
174	Work Orders Jan - june 2017	GS-020
187	Oct-Dec 2019 Re readswork orders new customers Aug-Dec 2019 Aug-Sept 2018 Rereads Sept-Dec 2019 Billing	GS-020
192	JAN-DEC 2022 Cash collection receipts	GS-011

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JUNE 10, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

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

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business.

3. Pledge of Allegiance

4. Presentation/Awards

Mayor Turnbow delivered the annual State of the City address.

Mayor Turnbow presented a plaque to City Manager Jim Feuerborn for his service to Raymore regarding the efforts to stop the landfill.

5. Personal Appearances

6. Staff Reports

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

Chief of Police Jim Wilson stated the department recently utilized the Mobile Command Center for dispatch training exercises.

City Clerk Erica Hill provided a review of the staff report included in the Council packet reviewing the annual permits for the sale of fireworks.

City Manager Jim Feuerborn announced items for the June 17 work session. He announced that the Government Finance Officers Association awarded Raymore for the 20th consecutive year the Distinguished Budget Presentation Award for the current budget.

7. Committee Reports

8. Consent Agenda

A. City Council Special Meeting minutes, May 13, 2024

- B. Resolution 24-17: N. Cass Signal & Intersection Improvements - Acceptance and Final Pay**
- C. Resolution 24-18: Police Firing Range Fencing - Acceptance and Final Pay**
- D. Resolution 24-19: Dean Ave Meter Replacement - Acceptance and Final Pay**
- E. Resolution 24-20: Appointment of a City Council member to the License Tax Review Committee**

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

9. Unfinished Business

A. Adoption of FY 2023-24 Salary and Step Chart

BILL 3895: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ADOPTING AN AMENDED FY 2024 SALARY AND STEP CHART."

City Clerk Erica Hill conducted the second reading of Bill 3895 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3895 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3895 as **Raymore City Ordinance 2024-028.**

10. New Business

A. Award of Contract - Washington Street Water Main Project

BILL 3898: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HETTINGER EXCAVATING, LLC FOR THE WASHINGTON STREET WATER MAIN PROJECT, CITY PROJECT NUMBER 24-452-201, IN THE AMOUNT OF \$240,362.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3898 by title only.

Acting Public Works Director Trent Salsbury reviewed the staff report included in the Council packet. This project is part of an ongoing effort to update the water lines in this part of town. Five bids were received for the Washington Street Water Main Project on May 2, 2024. Hettinger Excavating, LLC is the lowest and best bidder in the negotiated amount of \$240,362.50.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3898 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

B. Creekside Ranch Final Plat

BILL 3902: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR THE CREEKSIDE RANCH SUBDIVISION, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 46N, RANGE 32, WEST, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3902 by title only.

Development Services Director David Gress reviewed the staff report included in the Council packet. Matt Schlicht has filed an application requesting Final Plat approval of the Creekside Ranch subdivision, a proposed 23-lot single family subdivision. The voluntary annexation, rezoning to "RE" Rural Estate, and

preliminary plat for the subject property were approved by the City Council in February 2024. The final plat will consist of 22 3-acre lots, one 10-acre lot, and access to Gore Road via two new road connections. The streets, water, and storm infrastructure proposed to be built with the subdivision will be public, while the properties themselves will be served by private on-site septic systems. The Planning and Zoning Commission, at their June 4, 2024 meeting, voted 6-0 to accept the staff proposed findings of fact and forward the Creekside Ranch Final Plat to the City Council with a recommendation of approval.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3902 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

C. Firing Range MOU with Honeywell FM&T

Councilmember Holman recused himself from this item and stepped down from the dais.

BILL 3900: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH HONEYWELL FM&T FOR USAGE OF THE RAYMORE FIRING RANGE."

City Clerk Erica Hill conducted the first reading of Bill 3900 by title only.

Assistant City Manager Ryan Murdock reviewed the staff report included in the Council packet. The firing range owned by the City of Raymore has recently been upgraded to allow for other entities to rent/lease the space for their own training. These upgrades include completely rebuilding the berm, fencing the property, installing electricity at the site, and enhancing security measures associated with the property. As a result of these upgrades, Honeywell FM&T would like to use the firing range for training purposes for the foreseeable future. This Memorandum of Understanding will allow Honeywell FM&T to have access to the firing range for \$36,000 a year (payable in monthly installments of \$3,000). Additionally, Honeywell's range master will work with the range master for the Raymore Police Department on all scheduling and use of the range.

City Manager Jim Feuerborn added that Honeywell could install capital improvements to the range that Raymore would be able to take advantage of.

He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Barber to approve the first reading of Bill 3900 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Absent
	Councilmember Mills	Aye

Councilmember Holman resumed his seat at the dais.

D. Budget Amendment - Trash, Recycling, and Yard Waste Fees

BILL 3901: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2024 BUDGET AND UPDATING THE SCHEDULE OF FEES FOR RESIDENTIAL TRASH AND RECYCLING SERVICES."

City Clerk Erica Hill conducted the first reading of Bill 3901 by title only.

Assistant City Manager Ryan Murdock reviewed the staff report included in the Council packet. As part of the contract for trash, recycling, and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash and recycling services. The current Consumer Price Index (CPI) for trash services is 6.1%. Constable is requesting a 3% increase in services. This equates to a \$0.45 increase in trash collection rates and a \$0.17 increase in recycling rates.

George Constable, owner of Constable Sanitation, reviewed the service over the last year.

Councilmembers thanked Mr. Constable for the service provided to the citizens of Raymore.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3901 by title only.

DISCUSSION: Councilmember Abdelgawad noted the increase is only half of the CPI increase.

VOTE:	Councilmember Abdelgawad	Aye
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Councilmember Baker	Aye
Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Circo	Aye
Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Aye

E. Depository Agreement

BILL 3899: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH THE COMMUNITY BANK OF RAYMORE TO PROVIDE THE CITY DEPOSITORY SERVICES FOR A THREE YEAR PERIOD."

City Clerk Erica Hill conducted the first reading of Bill 3899 by title only.

City Manager Jim Feuerborn reviewed the staff report included in the Council packet. Staff prepared a Request for Proposal (RFP) to provide banking services to the City. The RFP was mailed directly to Cass County institutions that met the criteria of Missouri statutes for investment of public funds. The RFP was also publicly advertised on the City website and the City's newspaper of record. Two institutions responded to the RFP. Staff completed an analysis of the proposals. All responding institutions were evaluated to determine if all requested services could be provided, if they were providing them with any qualifiers, what costs are associated with providing the services, and what costs were within the proposal package overall.

Jack Hopkins, Community Bank of Raymore, was available for questions.

Councilmember Holman asked Mr. Hopkins about his comments at a Chamber of Commerce meeting on February 8, 2024, regarding the Use Tax ballot, specifically comments stating the City was misleading voters and was "deceitful."

Mr. Hopkins stated he made the comments as a member of the Chamber of Commerce. He reviewed his interpretation of his understanding of the City's sources of revenue and believes they are not going down and asked Mr. Feuerborn to verify. Mr. Feuerborn clarified that the income is eroding, not going down. Mr. Hopkins stated that every premise in the letter to asking the Chamber to consider endorsing the Use Tax was not accurate. He said he would sit down and review all of the points with the City and would apologize if he was wrong.

Councilmember Holman asked if he could assure the Council that he wouldn't make disparaging remarks towards the City in the future. Mr. Hopkins stated if he feels something is wrong he would not remain silent.

Councilmember Mills stated that the Chamber as a whole voted to not endorse the Use Tax issue. He also stated that Community Bank of Raymore has been a

great community partner and is a tremendous asset to the City of Raymore. He stated that this line of questioning by Councilmember Holman was inappropriate.

Councilmembers Circo and Baker concurred with Councilmember Mills.

Councilmember Barber asked Mr. Hopkins if he registered additional memberships to the Chamber of Commerce to gain votes for the purpose of voting to not endorse the Use Tax issue. Mr. Hopkins stated that he paid for 11 memberships to have substantial sway in the vote.

Councilmember Holman called the question.

MOTION: By Councilmember Abdelgawad, second by Councilmember Burke to approve the first reading of Bill 3899 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Nay
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Nay
	Councilmember Mills	Aye

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked Constable Sanitation for their service, thanked Mayor Turnbow for his State of the City address, expressed appreciation for the Touch-a-Truck event, noted the completion of the mural at Harmon Tire, congratulated staff on the Distinguished Budget Presentation Award, reminded citizens of Friday's concert at the Amphitheater, and

Councilmember Mills thanked the Mayor, Council, staff, and the Ward 1 residents for their patience during his recovery.

Councilmembers Barber and Holman explained their reasoning for voting no on Bill 3899.

Councilmember Abdelgawad stated the discussion during Bill 3899 was inappropriate and is disappointed in the run of the meeting.

Mayor Turnbow stated the MARC Solid Waste Management District will be working on new technologies to reduce the footprint of solid waste in the greater

Kansas City area and thanked everyone for their continued support for his family this past year.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

The regular meeting of the Raymore Council adjourned at 7:15 p.m.

Respectfully submitted,

Erica Hill
City Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/10/2024
SUBMITTED BY: Trent Salsbury DEPARTMENT: Engineering
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Washington Street Water Main Project

STRATEGIC PLAN GOAL / STRATEGY

2.3.3 Strengthen development & maintenance of streets, trails & pedestrian pathways

FINANCIAL IMPACT

Award To: Hettinger Excavating, LLC
Amount of Request/Contract: \$240,362.50
Amount Budgeted: \$265,000
Funding Source/Account: Enterprise Capital Maintenance Fund (54)

PROJECT TIMELINE

Estimated Start Date
6/25/2024

Estimated End Date
9/25/2024

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3898
2. Contract

BACKGROUND / JUSTIFICATION

Bids were received for the Washington Street Water Main Project on May 2, 2024, as follows:

Bidder**Total**

Hettinger Excavating	\$240,362.50
TC Fuller Construction	\$258,799.51
Westland Construction	\$276,925.00
Breit Construction	\$297,897.00
Legacy Underground	\$299,598.00

Hettinger Excavating, LLC is the lowest and best bidder in the negotiated amount of \$240,362.50

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HETTINGER EXCAVATING, LLC FOR THE WASHINGTON STREET WATER MAIN PROJECT, CITY PROJECT NUMBER 24-452-201, IN THE AMOUNT OF \$240,362.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, this project is included in the FY 2024 Capital Budget; and,

WHEREAS, bids for this project were received on May 2, 2024; and,

WHEREAS, Hettinger Excavating, LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$240,362.50 with Hettinger Excavating, LLC for the Washington Street Water Main 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 10TH DAY OF JUNE, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 24TH DAY OF JUNE, 2024, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Washington Street Water Main Project

This Contract for the Washington St. Water Main Project, hereafter referred to as the **Contract** is made this 24th day of June, 2024, between Hettinger Excavating, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 273, Drexel, MO 64742, 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 June 24, 2024 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 24-452-201 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 \$240,362.50.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

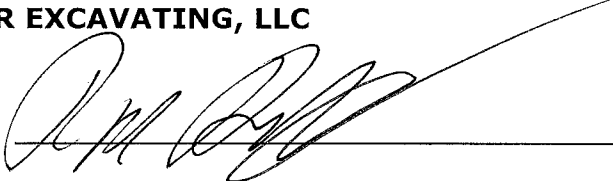
THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

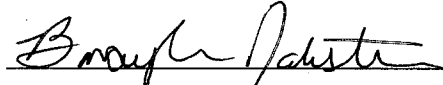
Attest: _____
Erica Hill, City Clerk

(SEAL)

HETTINGER EXCAVATING, LLC

By: _____


Title: Member

Attest: _____


(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Washington Street Water Main Project

ANTICIPATED SCOPE OF SERVICES:

Construction Services for water main replacement on Washington Street between Lucy Webb Road and Elm Street

- o Installation of approximately 1275 feet of 6" water line. Acceptable materials are fusible C900 PVC DR18 or Certa-Lok Restrained Joint with Integral Bell (RJIB) C900 DR18. Pipe is to be installed by directional boring. Open cut is not acceptable, except where noted on plans.
- o Installation of four (4) 6" gate valves.
- o Removal of two existing and installation of three (3) new fire hydrants
- o Reconnection of twenty six (26) residential water services.
- o Restoration of disturbed areas with sod.

1. SPECIFICATIONS WHICH APPLY

- A. Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be paid for at the unit bid price per each.
- B. Pre-Construction Photos:** Pre-Construction Photos shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor and materials required to document the condition of the project area prior to construction. The photos must be delivered to the City prior to the Notice to Proceed.
- C. Clearing and Grubbing:** Clearing and Grubbing shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor and materials required to remove and dispose of trees, brush, other vegetation, rock and any other materials that must be removed from the site to complete the project.
- D. Utility Location Verification:** Utility Location Verification shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor and materials to verify the location and dimensions (pipe diameter) of all subsurface utilities, marked or unmarked by the City or any utility locating service, to the extent required to complete the work as per plan.
- E. 6-inch, C-900 PVC Pipe:** 6-inch C-900 PVC Pipe shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all surveying, excavation, boring, 24 hour advance notification to residents of any service disruption, connection to existing water mains,

fittings, straddle and thrust blocks, disinfection and testing, removal of all construction debris, and grading.

F. 6-inch Gate Valves: 6-inch Gate Valves shall be measured and paid for at the unit bid prices per each. The unit cost for this item shall include all material, labor and equipment required to install valves as per City Standards at the locations indicated on the plans or as required during construction as directed and approved by the City's representative prior to installation. Valve risers/boxes are to be ductile iron and subsidiary to this line item.

G. Service Reconnections: Service Reconnections shall be measured and paid for at the unit price per each. The unit price for this item shall include all the materials, labor and equipment required for the reconnection and placing into service each of the residential water services. Reconnections will require new saddles, corps, and copper service line with the connection to the existing meter setter or to the service line if it is copper, Connection to copper services lines are to be made with pack joint couplings.

H. 3/4" K Copper Pipe: 3/4" K Copper Pipe shall be measured and paid for at the unit price per foot. The unit price for this item shall be paid for copper pipe to connect the residential service meter to the new water main. The unit price for this item shall include all labor, materials and equipment required to install.

I. Fire Hydrants: Fire Hydrants shall be measured and paid for at the unit price per each. The unit cost shall include all equipment, labor and materials to install fire hydrants as per City Standards. Removal of existing hydrants shall be subsidiary to this line item. Hydrant valves shall be paid for in the 6-inch gate valve line item. Hydrants are to be Clow Medallion or approved equal.

J. Concrete Driveway Repair: Concrete Driveway Repair shall be measured and paid for at the unit price per square foot. The unit price for this line item shall include all labor, equipment and materials required to remove and dispose of the existing concrete driveway from the back of curb to the nearest construction or contraction joint; gravel backfill required to provide access during construction, and the granular bedding, labor, equipment and materials required to construct a new, 6" thick driveway matching the dimensions of the existing. Concrete is to be a KCMMB, 4000 psi mix. No reinforcement is required.

K. Asphalt Pavement Repair: Asphalt Pavement Repair will be measured and paid for at the unit bid price per square foot. The unit cost for this item shall

include all equipment, labor and materials required to remove and dispose of the existing pavement to the subgrade, backfill the excavation with either flowable fill or compacted AB-3, place a minimum of 6" of KCMMB 4000 psi concrete, tack the concrete, and place 2" of Type 3 asphalt surface mix.

L. Curb Replacement: Curb Replacement shall be measured and paid for at the linear price per linear foot as indicated on the bid tab. The unit cost for this item shall include all labor, equipment and materials required to remove, dispose of existing curb and replace with curb matching the existing profile. Concrete shall be a KCMMB 4000 psi mix.

M. Traffic Control: Traffic Control line items shall be considered individually as lump sums for payment. Flaggers are required if traffic is reduced to one-lane. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD.

2. ADDITIONAL INFORMATION

2.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 24-452-201

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 June, 2024.

C. Insurance

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 30 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 30). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

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

Certificate copies must be submitted with the RFP, if the project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may

be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PROPOSAL FORM A
RFP 24-452-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Hettinger Excavating, LLC

ADDRESS: PO Box 273
Street

ADDRESS: Drexel, MO 64742
City State Zip

PHONE: 816-868-7052

E-MAIL: royce@hettingerxlt.com

DATE: 05/02/2024
(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 24-452-201

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 X 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 X No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
RFP 24-452-201

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	City of Fulton, Kansas
ADDRESS	214 W Osage, Fulton, KS 66738
CONTACT PERSON	Misty Adams
CONTACT EMAIL	adamswildcats@hotmail.com
TELEPHONE NUMBER	620-857-4464
PROJECT, AMOUNT AND DATE COMPLETED	City of Fulton Water System Improvements \$879,963.50

COMPANY NAME	City of Wellington, Kansas
ADDRESS	317 S Washington, Wellington, KS 67152
CONTACT PERSON	Gage Scheer
CONTACT EMAIL	Gage.Scheer@pec1.com
TELEPHONE NUMBER	316-206-1308
PROJECT, AMOUNT AND DATE COMPLETED	Waterline Replacement along Plum Street, Circle Drive, and High Drive \$1,026,286.00

COMPANY NAME	Cass County, MO PWSD No. 3
ADDRESS	730 Ward Rd, Raymore, MO 64083
CONTACT PERSON	Chad Harrington
CONTACT EMAIL	Chad.Harrington@LampRynearson.com
TELEPHONE NUMBER	816-361-0440
PROJECT, AMOUNT AND DATE COMPLETED	Raymore Highway 58 Waterline Replacement \$313,900.00

COMPANY NAME	PWSD #12, Jackson County, MO
ADDRESS	99 Lake Lotawana Road, Lake Lotawana, MO 64086
CONTACT PERSON	Dennis Boling
CONTACT EMAIL	dbowlingpwsd13@gmail.com
TELEPHONE NUMBER	816-578-2249
PROJECT, AMOUNT AND DATE COMPLETED	Water Main Replacement - Prairie Lee Lake North \$594,967.50

COMPANY NAME	Water District No. 1 of Johnson County, Kansas
ADDRESS	10747 Renner Blvd, Lenexa, KS 66219
CONTACT PERSON	Elizabeth Maloney
CONTACT EMAIL	emaloney@waterone.org
TELEPHONE NUMBER	913-895-5764
PROJECT, AMOUNT AND DATE COMPLETED	WaterOne 2021, 2022, & 2023 Contracts

State the number of Years in Business: 17

State the current number of personnel on staff: 24

PROPOSAL FORM D

RFP 24-452-201

Proposal of Hettinger Excavating, LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as _____ (*) Limited Liability Company

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 24-452-201 – Washington St. Water Main Project.

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. 24-452-201**Washington St. Water Main Project****Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1	7,500.00	\$ 7,500.00
Preconstruction Photos	LS	1	1,000.00	\$ 1,000.00
Clearing and Grubbing	LS	1	2,500.00	\$ 2,500.00
Utility Location \ Verification	LS	1	17,500.00	\$ 17,500.00
6 inch C-900, PVC Pipe	LF	1275	89.50	\$ 114,112.50
6" Gate Valve	Each	4	2,500.00	\$ 10,000.00
Service Reconnection	Each	26	1,000.00	\$ 26,000.00
¾" K Copper Pipe	LF	275	30.00	\$ 8,250.00
Fire Hydrant	Each	3	7,500.00	\$ 22,500.00
Concrete Driveway Repair	SY	50	150.00	\$ 7,500.00
Sod	SY	1000	7.00	\$ 7,000.00
Erosion Control	LS	1	2,000.00	\$ 2,000.00
Traffic Control	LS	1	3,500.00	\$ 3,500.00
Curb Replacement	LF	50	55.00	\$ 2,750.00
Asphalt Pavement	SY	50	165.00	\$ 8,250.00
TOTAL BASE BID				\$240,362.50

Company Name Hettinger Excavating, LLC**Total Base Bid for Project Number: 24-452-201**\$ 240,362.50**In the blank above insert numbers for the sum of the bid.**(\$ Two Hundred Forty Thousand, Three Hundred Sixty - Two Dollars and Fifty Cents)**In the blank above write out the sum of the bid.**

**BID PROPOSAL FORM E – RFP 24-452-201
CONTINUED**

Company Name Hettinger Excavating, LLC

By 
Authorized Person's Signature

Royce Hettinger, Member
Print or type name and title of signer

Company Address PO Box 273, Drexel, Missouri 64742

Phone 816-786-4593

Fax 816-619-2511

Email royce@hettingerxlt.com

Date 05/02/2024

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!

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

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

Name/Contractor: Royce Hettinger

Company: Hettinger Excavating, LLC

Address: PO Box 273, Drexel, Missouri 64742

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 24-452-201.
- 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.

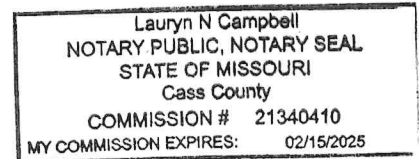
Hettinger Excavating, LLC

Company Name

[Signature]
Signature

Name: Royce Hettinger

Title: Member



STATE OF Missouri COUNTY OF Cass

Subscribed and sworn to before me this 1st day of May, 2024.

Notary Public: Lauryn Campbell

My Commission Expires: 02/15/2025 Commission # 21340410

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

100 Municipal Circle · Raymore, MO. 64083
Phone · 816-892-3045 · Fax · 816-892-3093



ADDENDUM NO. 1

Washington St Water Main Project
Project #24-452-201

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 - Clarification.

1. Clarification: Stamped Plans. Updated Page 1 of the plans.

Response: See Attached

2. Question: What is the budget?

Response: \$250,000

3. Question: Will Utility Location/Verification be paid for at an hourly rate?

Response: No, Utility Location/Verification will be paid for as a lump sum item.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after April 29, 2024 at 12:00 p.m.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: Hettinger Excavating, LLC

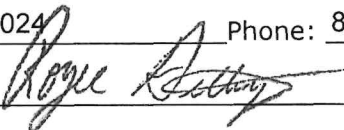
By: Royce Hettinger

Title: Member

Address: PO Box 273

City, State, Zip: Drexel, MO 64742

Date: 05/02/2024 Phone: 816-786-4593

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

Washington St. Water Main Improvements

Summer 2024
Project No: 24-452-201

THE CITY of RAYMORE, MISSOURI

Quantities:

6" C900 DR 18 PVC Water Main - 1275 Feet
Fire Hydrants - 3
Residential Service Reconnections - 26

Sheet Index:

Page 1 - Cover
Page 2 - Plan View
Page 3 - Intersection Details

Utility Contact Information:

KCP&L
Attention: Engineer
215 Locust Belt Rd
Belton, Missouri 64012
800-333-0752

Missouri Gas Energy
3425 Broadway
Kansas City, Missouri 64111
816-909-2298 (Jon Harrell)
Emergency 816-380-5023

City of Raymore Water
Utilities Department
100 Municipal Circle
Raymore, MO 64083
816-331-1852

AT&T
800-259-2020

Comcast Cable
816-795-1100

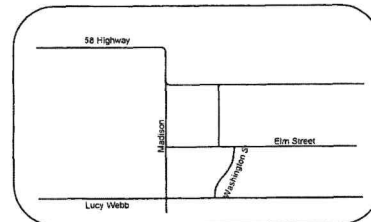
Dish Network
888-825-2557

Utility Locates Required
Before Any Excavation
1-800-Dig-File
1-800-244-7403

Project Description

This project is the replacement of a 4" cast iron water main with 1275 feet of 6" C900 DR 18 PVC Acceptable materials are fusible PVC or Cetra-Lok Restrained Joint with Integral Belts (R.I.B.). Acceptable installation method is directional boring. Contractor is responsible for locating all existing utilities and is compensated for this as per line item #4 on the bid tab.

Latest specifications can be found
on the City of Raymore website



Project located on Washington St, between Lucy Webb and Elm Street.



Page 1 of 3

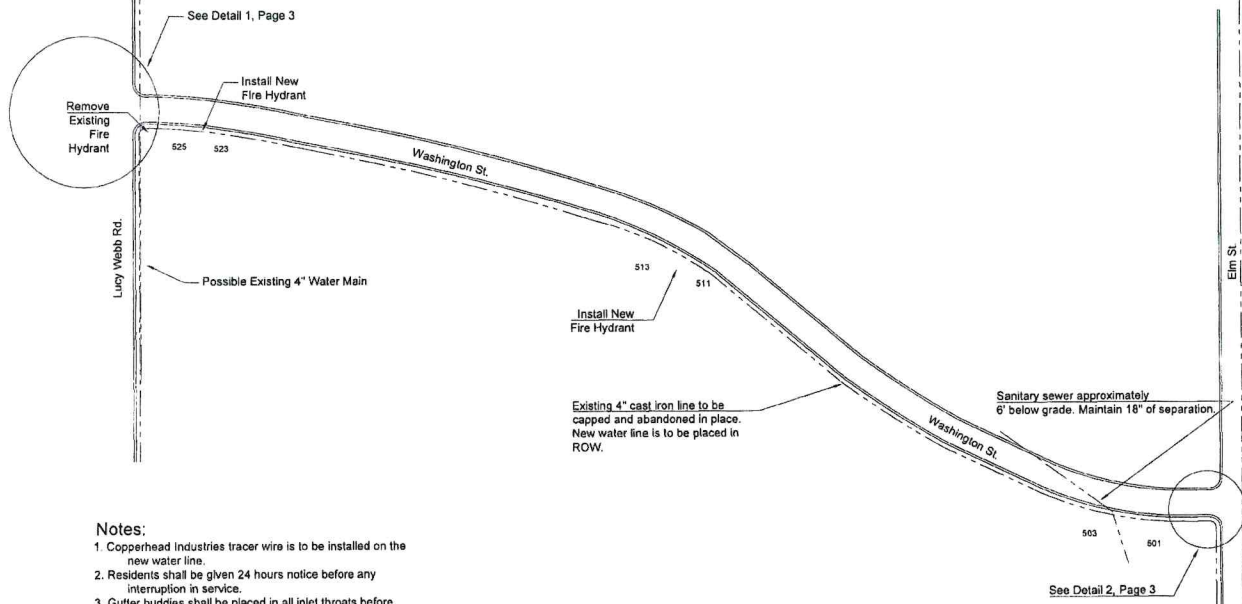
Engineering Department
City of Raymore
100 Municipal Circle
Raymore, MO 64083
816-331-1852 Fax 816-331-6067

Contact Phil Becker at 816-866-6785
or pbecker@raymore.com for any questions
concerning this project.

City of Raymore
Project: 2024 Washington St
Water Improvements

Scale: 1" = 30'
Measurements
should not be scaled

North



Notes:

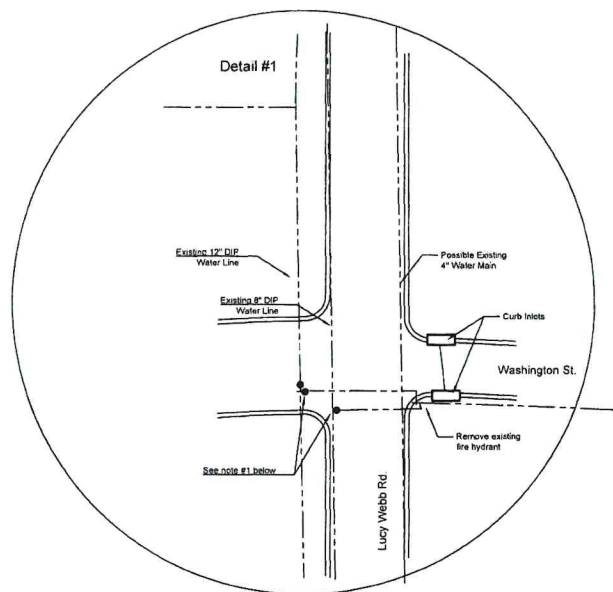
1. Copperhead Industries tracer wire is to be installed on the new water line.
2. Residents shall be given 24 hours notice before any interruption in service.
3. Gutter buddies shall be placed in all inlet throats before start of construction.
4. All work is to take place in the City Right of Way.
5. Contractor is responsible for all potholing to locate underground utilities.
6. Fire hydrant locations to be set in the field, on property lines where possible.
7. Disturbed areas are to be restored with sod. Sod is to be watered by the contractor for 21 days.

Page 2 of 3

Engineering Department
City of Raymore
1200 Washington Circle
Raymore, MO 64083
781-201-1050 Fax 816-JAN111

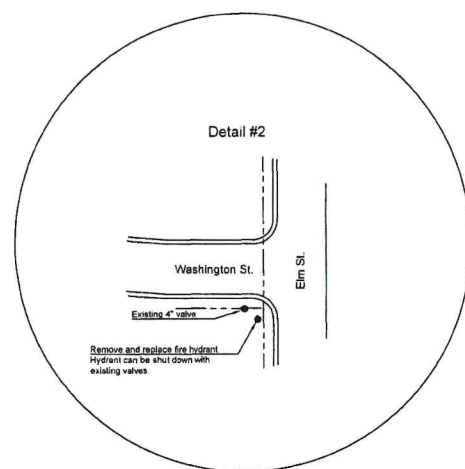
City of Raymore
Project: 2024 - Washington St
Water Improvements

Drawn by: P.M. Becker 11-1-18/11/18 or Becker@raymore.com



Notes for Detail #1:

1. Both valves control flow to the existing Washington water line. Feed from the 12" line should be connected to the new Washington water line at the Northeast corner of the intersection. The feed from the 8" should be disconnected, the valve shut, the riser removed and backfilled with concrete.
2. The layout of the tie-in on the Northeast of the intersection is unknown. All excavation/exploration required to expose the existing is covered by the Utility Verification/Location line item.



Notes for Detail #2:

1. Existing valve shown in detail is a 4" valve. The water lines at the southeast corner of the intersection are to be exposed as part of the Utility Verification/Location line item. If a 6" line is found, the new line should be connected to it. Otherwise, the existing valve is to be replaced with a new 6" valve and the existing line connected with a 6" to 4" reducer.

Page 3 of 3 No Scale

Engineering Department
City of Raymore
225 Municipal Center
Raymore, MO 64083
TEL: 816/331-1622 Fax: 816/331-4067

City of Raymore
Project: 2024 - Washington St
Water Improvements



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/10/2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Creekside Ranch 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

7/1/2024

Estimated End Date

6/1/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission

Date: June 4, 2024

Action/Vote: Approval, 6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3902
2. Staff Report
3. Final Plat Drawing
4. Landscape Buffer Plan
5. Signed Development Agreement
6. PWSD #3 Release for Water Service Letter

BACKGROUND / JUSTIFICATION

An application filed by Matt Schlicht requesting Final Plat approval of the Creekside Ranch subdivision, a proposed 23-lot single family subdivision. The voluntary annexation, rezoning to "RE" Rural Estate, and Preliminary Plat for the subject property were approved by the City Council in February 2024. The Final Plat will consist of 22 3-acre lots and one 10-acre lot, with access to Gore Road via two new road connections.

The streets, water, and storm infrastructure proposed to be built with the subdivision will be public, while the properties themselves will be served by private on-site septic systems.

The Planning and Zoning Commission, at their June 4, 2024 meeting, voted 6-0 to accept the staff proposed findings of fact and forward the Creekside Ranch Final Plat to the City Council with a recommendation of approval.

BILL 3902

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR THE CREEKSIDE RANCH SUBDIVISION, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 46N, RANGE 32, WEST, RAYMORE, CASS COUNTY, MISSOURI."

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

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

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

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

Section 1. The City Council 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 Creekside Ranch is hereby approved for the tract of land described below:

Beginning at the Southwest corner of Section 2, Township 46, Range 32; thence North 02 degrees 27 minutes 36 seconds East along the West line of said Section 2, a distance of 853.00; thence South 88 degrees 28 minutes 08 seconds East, a distance of 586.40 feet; thence North 02 degrees 27 minutes 36 seconds East, a distance of 742.84 feet; thence South 88 degrees 27 minutes 37 seconds East, a distance of 2244.26 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 795.76 feet; thence North 88 degrees 27 minutes 42 seconds West, a distance of 219.00 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 799.95 feet; thence North 88 degrees 27 minutes 54 seconds West, a distance of 2611.66 feet to the point of beginning.

Section 3. The Development Agreement between the City of Raymore, Missouri, and Creekside Raymore, LLC is approved and the City Manager is authorized to execute said agreement on behalf of the City of Raymore, Missouri.

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

- The Northwest corner of Aria Drive and Gore Road
- The Northwest corner of Amara Drive and Gore Road
- The Southeast corner of Creekside Ranch Court and Creekside Ranch Drive.

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 10TH DAY OF JUNE, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JUNE, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Creekside Ranch FINAL PLAT

APPLICANT -

Property Owner:	Lisa Delibero Trust
Engineering/Arch. Firm	Engineering Solutions

PROJECT LOCATION REQUESTED ACTION

NE Corner of Gore & Kurzweil Road	Final Plat Approval
-----------------------------------	---------------------

PROJECT NARRATIVE

An application was filed requesting final plat approval of the Creekside Ranch final plat, including 23 residential large lots.



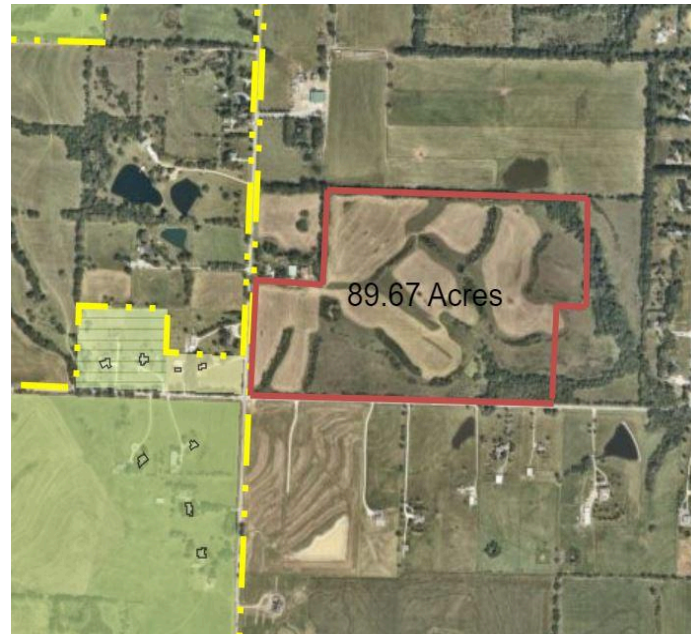
ZONING AND LAND USE SUMMARY -

EXISTING ZONING

"RE" Rural Estate (Rezoned on February 26, 2024)

SURROUNDING ZONING & LAND USE

- North:** Unincorporated Cass County
- South:** Unincorporated Cass County
- East:** Unincorporated Cass County
- West:** "RE" Rural Estate, "RR" Rural Residential
"A" Agricultural



TOTAL TRACT SIZE	NUMBER OF LOTS	DENSITY
89 Acres	23	0.26 dwellings/acre

PAST PLANNING ACTIONS -

1. The subject property has been located in Unincorporated Cass County until recently (annexed into the City of Raymore on February 26, 2024) and has remained undeveloped.
2. On March 13, 1989 Fairview Estates Lots 1 thru 3 Final Plat (located at the southwest corner of Kurzweil Rd. and Gore Rd.) was approved by the City Council.
3. On January 28, 1991 Fairview Estates Lots 4 thru 7 Final Plat was approved by the City Council.
4. Halliburton Estates (located west of the subject property at 700 and 712 E. Gore Rd.) was rezoned from "A" Agricultural to "RE" Rural Estates on November 27, 2006. Subsequently Halliburton Estates received preliminary plat approval on December 11, 2006 and final plat approval on January 22, 2007.
5. On February 12, 2024 the City Council unanimously approved the Creekside Ranch Preliminary Plat.
6. On February 26, 2024 the City Council unanimously approved the Creekside Ranch Rezoning from "A" Agricultural District to "RE" Rural Estate District as well as the Creekside Ranch Annexation.

DEVELOPMENT STANDARDS -

The Bulk and Dimensional Standards for the existing and proposed zoning districts are as follows:

DIMENSIONAL STANDARD	MINIMUM REQUIREMENT
Lot Size	3 acres
Lot Size per Dwelling Unit	3 acres
Lot Width x Lot Depth	220' x 100'
Front-Yard Setback	50'
Rear-Yard Setback	40'
Side-Yard Setback (Interior)	15'
Side-Yard Setback (Exterior)	50'
Building Height	35'
Building Coverage	30'
Open Space Requirement	50'

STAFF COMMENTS -

PLANNING AND ZONING -

- The applicant is proposing a 23 lot single-family subdivision being completed in a single phase development. The development includes 22 3+/- acre lots, one 10+/- acre lot. There is a remnant 20 acre tract that will remain in Unincorporated Cass County (far east side of the proposed development.)
- The Creekside Ranch (Rezoning) and Creekside Ranch (Preliminary Plat) applications conditioned such approval based upon reassurance/proof that PWSD #3 would not service the subject property. City Staff has received reassurance/proof from PWSD # 3 that the subject property is not located within their water service area (please see attached PWSD #3 letter).

- Pursuant to section 445.030(I)(4) of the Unified Development Code, Landscaped Buffer Strips, including berms, canopy trees, understory trees, or combination thereof; as identified on the table below, shall be provided in a common area tract or landscaping easement along Gore Rd. Landscape plan must be reviewed and approved by City Staff prior to the 2nd reading of the City Council meeting.

	Option A	Option B
Buffer strip width	30 feet	20 feet
Canopy trees	1 deciduous shade tree every 60 feet	1 deciduous shade tree or 2 evergreens every 60 feet
Understory trees	Allowed, not required	3 ornamental and 1 evergreen tree every 100 feet
Large flowering shrubs	4 clustered every 150 feet	4 every 30 feet
Berm	Allowed, not required	Allowed, not required

- Per Section 445.030(J) of the Unified Development Code sidewalks are encouraged but are not required.
- No amenities are being provided with the proposed development.

PUBLIC WORKS & ENGINEERING -

- City water is located at the Southwest corner of Kurzweil Road and Gore Road. The current infrastructure is sufficient to support this development.
- This proposed development will not use the public sanitary sewer.
- Stormwater from this development will be captured by roadside ditches and conveyed to the nearby creek.

ALIGNMENT WITH GROWTH MANAGEMENT PLAN -

Growth Management Plan - The Future Land Use Plan Map designates this property as appropriate for low density residential development.

Major Street Plan - The Major Thoroughfare Plan Map classifies Kurzweil Rd. as a Minor Arterial and Gore Rd. as a Major Collector.

FINDINGS OF FACT -

Under Section 470.130 of the Unified Development Code, the Planning and Zoning Commission and City Council are directed concerning its actions in the deliberation of a final plat request, in 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 final plat is substantially the same as the preliminary plat and Memorandum of Understanding (MOU). Roadway alignments and lot configurations generally remain the same.

2. Complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City.

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 of Raymore.

3. Complies with any condition that may have been attached to the approval of the preliminary plat.

The proposed plat complies with the conditions that were outlined in the Memorandum of Understanding (MOU) that was attached to the approval of the preliminary plat.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	June 4, 2024
City Council	Review & Approval/Denial	June 10, 2024 June 24, 2024

STAFF RECOMMENDATIONS -

Staff recommends that the Planning and Zoning Commission accept the proposed findings of fact and approved Case # 24004 Creekside Ranch - Final Plat; Lots 1 thru 23 to the City Council with a recommendation of approval.

The recommendation for approval is subject to the following (3) conditions:

- The final plat shall be signed and recorded with the Cass County Recorder of Deeds within one year of City Council approval or the approval of the plat shall be considered null and void.
- The Development Agreement for the Creekside Ranch final plat shall be signed and recorded with the Cass County Recorder of Deeds, and all applicable fees paid, within one year of the City Council approval or the agreement shall be considered null and void.
- A landscape plan shall be submitted to City Staff for review prior to the 2nd Reading by the City Council.

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission, at their June 4, 2024 meeting, voted 6-0 to accept the staff proposed findings of fact and forward Case #24004 Creekside Ranch - Final Plat; Lots 1 thru 23 to the City Council with a recommendation of approval.

The recommendation for approval is subject to the following (3) conditions:

- The final plat shall be signed and recorded with the Cass County Recorder of Deeds within one year of City Council approval or the approval of the plat shall be considered null and void.
- The Development Agreement for the Creekside Ranch final plat shall be signed and recorded with the Cass County Recorder of Deeds, and all applicable fees paid, within one year of the City Council approval or the agreement shall be considered null and void.
- A landscape plan shall be submitted to City Staff for review prior to the 2nd Reading by the City Council.

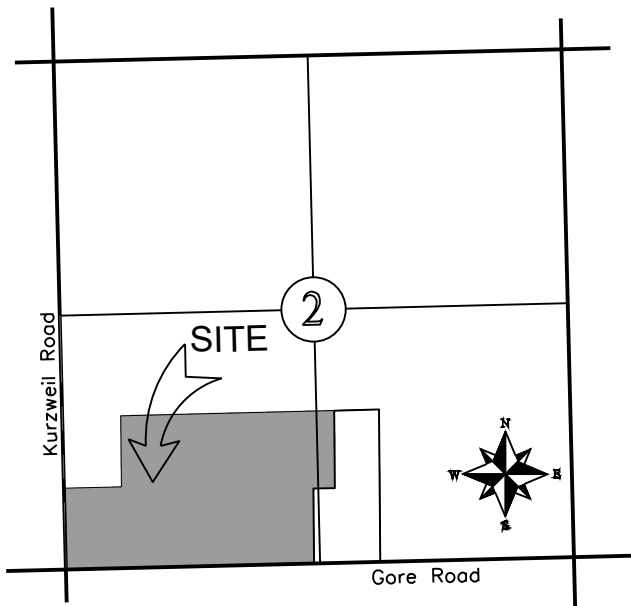
PROJECT ATTACHMENTS -

1. Final Plat Drawings
2. Development Agreement
3. PWSD #3 Release of Water Service Letter

Final Plat
Creekside Ranch
Part of the Southwest 1/4 & Southeast 1/4
Section 2, Township 46 North, Range 32 West
Raymore, Cass County, Missouri

LEGEND

- These standard symbols will be found in the drawing.
- Set 1/2" Rebar & Cap (LS-200508319D)
 - ⊙ Found Survey Monument (As Noted)
 - ① Potential Encroachments, as noted
 - Existing Fence Line - Chain Link
 - - - Existing Water Line
 - - - Existing Sanitary Sewer Main
 - Existing Storm Sewer
 - Existing Gas Line
 - - - Existing Underground Telephone
 - Existing Underground Electric



LOCATION MAP
SECTION 2-T46N-R32W

SETBACK TABLE			
FRONT			50'
REAR			40'
SIDE			15'

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS JOINTLY ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS, AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGICAL SURVEY AND RESOURCE ASSESSMENT AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

MATTHEW J. SCHLICHT, MOPLS 2012000102
ENGINEERING SOLUTIONS, LLC., MO CORP LS 2005008319-D

PROPERTY DESCRIPTION

A tract of land situated in Section 2, Township 46 North, Range 32 West, in Raymore, Cass County, Missouri, described as follows:

Beginning at the Southwest corner of Section 2, Township 46, Range 32; thence North 02 degrees 27 minutes 36 seconds East along the West line of said Section 2, a distance of 853.00; thence South 88 degrees 28 minutes 08 seconds East, a distance of 586.40 feet; thence North 02 degrees 27 minutes 36 seconds East, a distance of 742.84 feet; thence South 88 degrees 27 minutes 37 seconds East, a distance of 2244.26 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 795.76 feet; thence North 88 degrees 27 minutes 42 seconds West, a distance of 219.00 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 800.10 feet; thence North 88 degrees 27 minutes 54 seconds West, a distance of 2611.66 feet to the point of beginning.

Above described tract contains 3,906,080.69 Sq. Ft. or 89.67 Acres More or Less.

SURVEYOR'S GENERAL NOTES:

- This survey is based upon the following information provided by the client or researched by this surveyor.
(A). Warranty Deed, Book 4406, Pg 76
(B). Warranty Deed, Bk 1276, Pg 53
(C). Deed of Trust, Bk 4440, Pg 67
(D). Quit Claim Deed, Bk 1690, Pg 103
(E). Final Plat of Kurzeil Estates, Bk 16, Pg 51
(F). Final Plat of Halliburton Estates, Bk 20, Pg 71
(G). Certificate of Survey, Bk 29, Pg 2
(H). Final Plat of Meadowbrook Acres, 3rd Plat, Bk 5, Pg 90
- This survey meets or exceeds the accuracy standards of a (SUBURBAN) Property Boundary Survey as defined by the Missouri Standards for Property Boundary Surveys.
- NO Title report was furnished. NO Easements were provided. Easements are only shown as provided by client or from Title Report. Additional Easements may exist and are not shown on this survey.
- Bearings shown hereon are based upon GPS observation of the South Line of Section 2
- This company assumes no responsibility in the location of existing utilities within the subject premises. This is an above-ground survey. The underground utilities, if shown, are based on information provided by the various utility companies and these locations should be considered approximate. There may be additional underground utilities not shown on this drawing.
- Subsurface and environmental conditions were not surveyed or examined or considered as a part of this survey. No evidence or statement is made concerning the existence or underground or overhead conditions, containers or facilities that may affect the use or development of this property. No attempt has been made to obtain or show data concerning existence, size, depth, conditions, capacity or location of any utility existing on the site, whether private, municipal or public owned.
- Site is located in Zone "X", areas determined to be outside the 100 year Flood Plain per Firm Panel 29037C0035F, Dated 1/2/2013
- Survey prepared exclusively for Fred Delibero on April 1, 2021.

OWNER / DEVELOPER:

Lisa M. Delibero Revocable Trust UTA Dated November 6, 2013
4500 SW Raintree Shore Dr
Lees Summit, MO 64082

NOTE:

Lots 12, 13, and 20 will be granted driveway access from Gore Road.
All other driveway access shall be provided via internal streets.

CASS COUNTY:
RECORDER'S OFFICE:

ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 20__.

DEPUTY COUNTY RECORDER OF DEEDS

DEDICATION:

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT. SAID SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS

"Creekside Ranch"

EASEMENTS:

- AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF RAYMORE, MISSOURI FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING OR MAINTAINING FACILITIES INCLUDING, BUT NOT LIMITED TO, POLES, WIRES, PIPES, CONDUITS, TRANSFORMERS, SERVICE PEDESTALS, METERS AND STRUCTURES FOR WATER, GAS, ELECTRICITY, SANITARY SEWER, STORM SEWER, TELEPHONE, CABLE T.V., OR OTHER UTILITY OR SERVICE, ANY OR ALL OF THEM, UPON, OVER OR UNDER THOSE AREAS OR STRIPS OUTLINED AND DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" OR "U.E."
- WHERE AN EASEMENT IS DESIGNATED FOR A PARTICULAR PURPOSE, THAT IS, "SEWER EASEMENT" OR "S.E." OR "DRAINAGE EASEMENT" OR "D.E.", THE USE THEREOF SHALL BE RESTRICTED TO THAT PURPOSE.
- ALL EASEMENTS SHALL BE KEPT FREE AND CLEAR OF ANY AND ALL BUILDINGS, STRUCTURES OR OTHER OBSTRUCTIONS (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES) WHICH WOULD INTERFERE WITH:
 - THE PROPER, SAFE AND CONTINUOUS USE AND MAINTENANCE OR RECONSTRUCTION OF THE FACILITIES LOCATED WITHIN SAID EASEMENTS, OR,
 - THE AGENTS AND EMPLOYEES OF RAYMORE, MISSOURI AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENTS IN THE EXERCISING OF THE RIGHTS GRANTED BY SAID EASEMENT.

BUILDING LINES:

BUILDING LINES OR SET BACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR LOCATED BETWEEN THIS LINE AND THE STREET LINE.

STREETS:

THE STREETS OR THOROUGHFARES SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

IN TESTIMONY WHEREOF:

Lisa M. Delibero Revocable Trust UTA Dated November 6, 2013 has caused these presents to be executed this _____ day of _____, 2024.

Lisa M. Delibero

NOTARY CERTIFICATION:

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Lisa M. Delibero, to me known to be the person described herein and being duly sworn by me did acknowledge that they executed the foregoing instrument as his free act and deed.

IN WITNESS THEREOF:

I have hereunto set my hand and affixed my seal the date last written above.

My Commission Expires: _____ NOTARY PUBLIC

CITY OF RAYMORE, MISSOURI:
PLANNING AND ZONING COMMISSION:

THIS PLAT OF "CREEKSIDE RANCH" WAS SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 20__.

_____, SECRETARY

CITY COUNCIL:

THIS PLAT OF "CREEKSIDE RANCH", INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL WAS SUBMITTED TO AND APPROVED BY THE RAYMORE CITY COUNCIL BY ORDINANCE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR OF RAYMORE, MISSOURI, ON THE _____ DAY, OF _____, 20__.

ATTEST:

_____, MAYOR

_____, CITY CLERK

_____, CITY ENGINEER

REVISIONS

DATE	City Comments
5/17/24	

Creekside Ranch
Part of the Southwest 1/4 & Southeast 1/4
Section 2, Township 46 North, Range 32 West
Raymore, Cass County, Missouri

FINAL PLAT

SHEET	SECTION	TOWNSHIP	RANGE	COUNTY	JOB NO.
2 OF 2	2	46N	32W	CASS	Creekside Ranch
DATE OF PREPARATION	SCALE	DATE OF PREPARATION	SCALE	DATE OF PREPARATION	SCALE
May 3, 2024	1"=100'	May 3, 2024	1"=100'	May 3, 2024	1"=100'

PROFESSIONAL SEAL

ENGINEERING
ENGINEERING & SURVEYING
SOLUTIONS
50 SE 30TH STREET
LEES SUMMIT, MO 64082
P: (816) 623-9888 F: (816) 623-9849

Final Plat
Creekside Ranch
Part of the Southwest 1/4 & Southeast 1/4
Section 2, Township 46 North, Range 32 West
Raymore, Cass County, Missouri

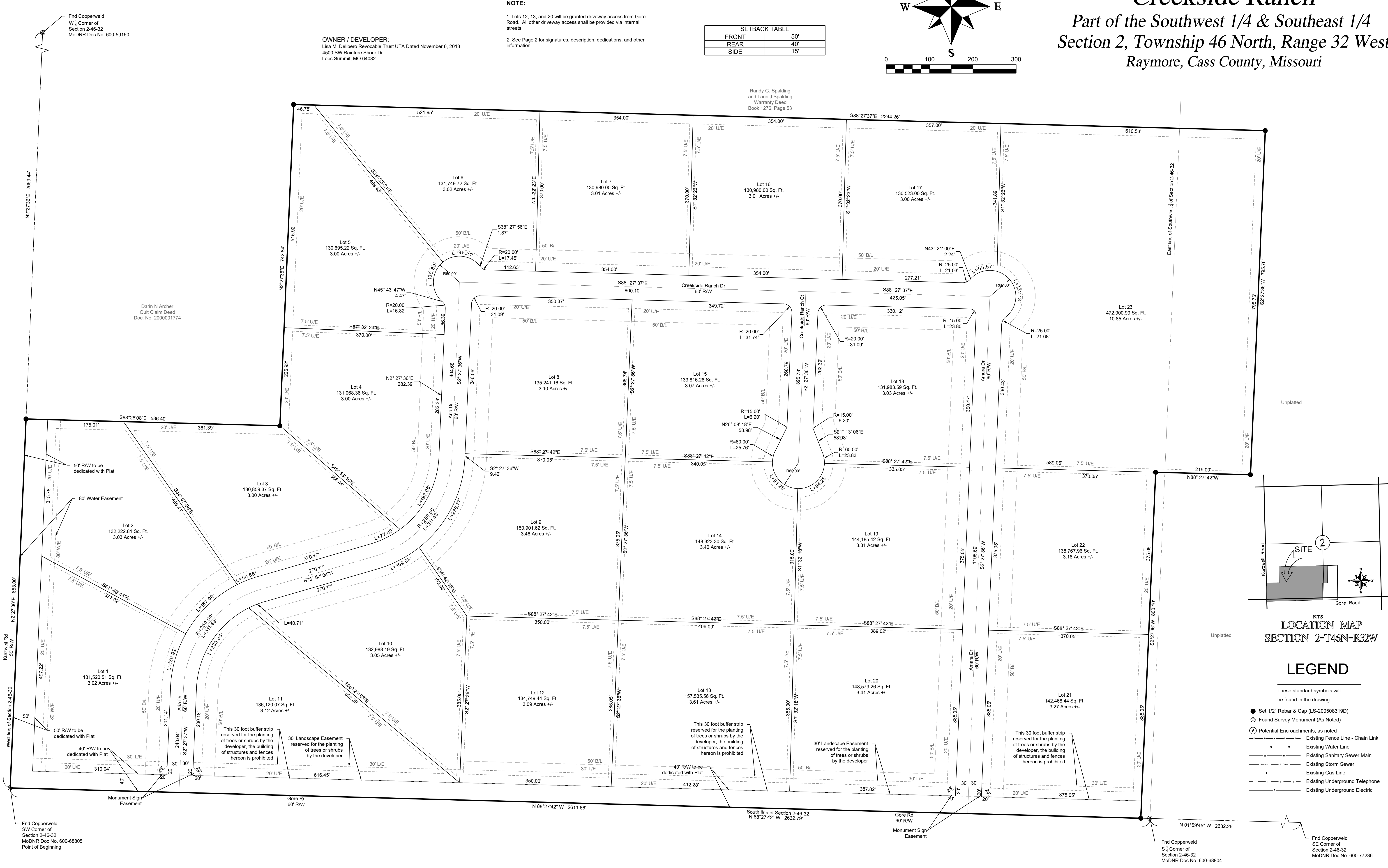
REVISIONS	
DATE	City Comments
5/17/24	

Creekside Ranch
Part of the Southwest 1/4 & Southeast 1/4
Section 2, Township 46 North, Range 32 West
Raymore, Cass County, Missouri

FINAL PLAT	
SHEET	JOB NO.
1 OF 2	2
SECTION	COUNTY
2	32W
TOWNSHIP	CROSS
46N	32W
RANGE	DATE OF PREPARATION
46N	May 3, 2024
SCALE	
1"=100'	
DRAWN BY	
M. Schlicht, PLS, PE	

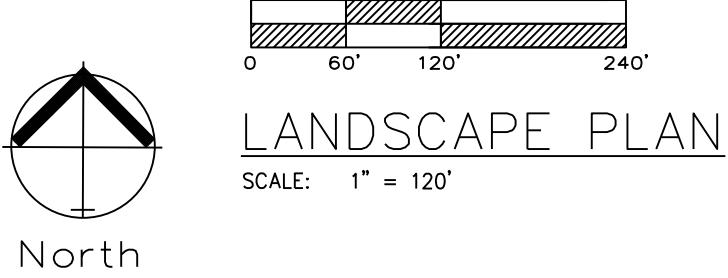
PROFESSIONAL SEAL

ENGINEERING & SURVEYING
SOLUTIONS
50 SE 30TH STREET
LEES SUMMIT, MO 64082
P: (816) 623-9888 F: (816) 623-9849



PLANTING SCHEDULE:
IS FOR PHASE 1 ONLY. AT FULL BUILD THE UNIFIED DEVELOPMENT ORDINANCE REQUIREMENTS SHALL BE MET.

SYMBOL	QUANT.	KEY	NAME	SIZE
tree	91	TA	AMERICAN BASSWOOD LINDEN TILIA AMERICANA	3.0" CAL
evergreen	--	SR	SKYROCKET JUNIPER JUNIPERUS SCOPULORUM "SKYROCKET"	8' HL
tree	110	RB	OKLAHOMA REDBUD CERCIS RENIFORMIS "OKLAHOMA"	3.0" CAL
shrub	--	BB	BURNING BUSH EUONYMUS ALATA "COMPACTUS"	2 Gallon Pot

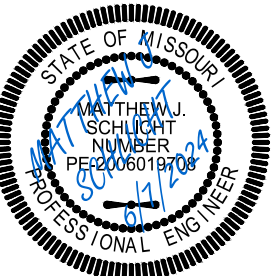


Professional Registration
Missouri
Engineering 2005002188-D
Surveying 2005000519-D
Kansas
Engineering E-1695
Surveying LS-218
Oklahoma
Engineering 6254
Nebraska
Engineering CA2821

Creekside Ranch
Part of the Southwest 1/4 & Southeast 1/4
Section 2, Township 46 North, Range 32 West
Cass County, Missouri

Project:
KURZWEIL & GORE
RED DELIBERO
Issue Date:
June 7, 2024

LANDSCAPE PLAN
Construction Plans for:
Creekside Ranch
Cass County, Missouri



Matthew J. Schlicht
MO PE 2006019708
KS PE 19071
OK PE 25226

REVISIONS



Development Agreement
For
Creekside Ranch
Lots 1 thru 23

Legal Description Contained on Pages 2-3

**Between Creekside Raymore, LLC, Grantor,
and
City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083**

June 24, 2024

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS **24th day of June, 2024** by and between, **Creekside Raymore, LLC** 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 **Creekside Ranch 1st Plat, Lots 1 thru 23** 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: **Creekside Ranch 1st Plat, Lots 1 thru 23**

North 02 degrees 27 minutes 36 seconds East along the West line of said Section 2, a distance of 853.00; thence South 88 degrees 28 minutes 08 seconds East, a distance of 586.40 feet; thence North 02 degrees 27 minutes 36 seconds East, a distance of 742.84 feet; thence South 88 degrees 27 minutes 37 seconds East, a distance of 2244.26 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 795.76 feet; thence North 88 degrees 27 minutes 42 seconds West, a distance of 219.00 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 799.95 feet; thence North 88 degrees 27 minutes 54 seconds West, a distance of 2611.66 feet to the point of beginning.

ZONING, LAND USE, AND DEVELOPMENT STANDARDS

1. The zoning for the entire Property shall be "RE" Rural Estate District.
2. The following bulk and dimensional standards are established for each lot in the development:

Minimum Lot Area	3 acres
Minimum Lot Width	220 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	50 feet

Minimum Rear Yard	40 feet
Minimum Side Yard, interior	15 feet
Minimum Side Yard, exterior	50 feet
Maximum Building Height	35 feet
Maximum Building Coverage	30%

3. Pursuant to Section 445.030(I)(4) of the Unified Development Code, Landscaped Buffer Strips, including berms, canopy trees, understory trees, or combinations thereof, as identified on the table below, shall be provided in a common area tract or landscaping easement along Gore Road.

	Option A	Option B
Buffer strip width	30 feet	20 feet
Canopy trees	1 deciduous shade tree every 60 feet	1 deciduous shade tree or 2 evergreens every 60 feet
Understory trees	Allowed, not required	3 ornamental and 1 evergreen tree every 100 feet
Large flowering shrubs	4 clustered every 150 feet	4 every 30 feet
Berm	Allowed, not required	Allowed, not required

4. Driveway access to residential lots within the subdivision will be restricted to the internal streets being proposed, with the exception of Lots 12, 13, and 20, which shall each be granted 1 individual driveway access to Gore Road.

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 December 2017.

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.

7. The Developer, and or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

8. The Sub-Divider agrees and acknowledges that the sanitary sewer service to the property is not readily accessible, and that the City will not be providing sanitary sewer service to the property at this time. The property will be served by on-site (septic) waste disposal systems that shall be installed at the expense of property owners, and in accordance with all applicable City ordinances, policies and procedures.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.

2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

3. The Sub-divider agrees to provide the City of Raymore "as-built" plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.

4. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

5. Utilization of graded ditches to convey stormwater is permitted in the subdivision. If ditches are utilized, the Sub-divider shall be responsible for the design and appropriate grading and establishment of turf within the ditches to properly convey stormwater within the subdivision. It shall be the responsibility of the Sub-Divider, and/or future property owners within the Subdivision to maintain ditches, culvert pipes, or other related infrastructure

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.

2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.

3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.

4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.

5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.

6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.

7. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code. The total fee due for **Creekside Ranch 1st Plat, Lots 1 thru 23** is **\$11,868.00, or \$516.00 per dwelling unit**. Payment of the Parkland Dedication Fee in Lieu shall be paid in accordance with Section 445.040(H) of the Unified Development Code prior to the recording of the final plat.

8. 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.

9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

ADDITIONAL REQUIREMENTS

1. The Sub-Divider agrees to remove debris from under road culverts either as part of subdivision development/mass grading or utility installation, but prior to the issuance of any building permits within the subdivision. Such work is subject to the approval of the Public Works Director, or their designee.

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 ensure 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 entire 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 assigns 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 Creekside Ranch Subdivision, executed by both parties and approved by City Council on February 12, 2024 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:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Sub-Divider, at:

Creekside Raymore, LLC
21 SE 29th Terr
Lee's Summit, MO 64082

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Creekside Ranch 1st Plat**; 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 **Creekside Ranch 1st Plat**.

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Lisa M. Deliberio

Sub-divider – Signature

Lisa M. Deliberio, Trustee

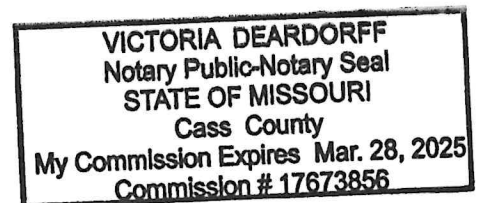
Printed Name

Sub-divider – Signature

Printed Name

Subscribed and sworn to me on this
the 17 day of June 2024
in the County of Jackson,
State of Missouri.

Stamp:



Notary Public: Victoria Deardorff
My Commission Expires: 03-28-2025

Attachment A

FEE CALCULATION FOR CREEKSIDE 1ST FINAL PLAT

ATTACHMENT A - DEVELOPMENT FEE SCHEDULE

FEE CALCULATION FOR [CREEKSIDE RANCH 1ST PLAT, LOTS 1-23]

		Total Cost for New Public Improvements	\$ 784,198.40
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.			
Land Disturbance Permit Fee. [455.010B]			
1	01-00-4170-0000		
	If fee paid prior to recording of plat, receipt # _____	\$	500.00
	*must be paid prior to issuance of a land disturbance permit		
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.			
2	[455.010F]	\$	5,000.00
	60-00-2811-0000		
	If deposit paid prior to recording of plat, receipt# #1		
	*must be paid prior to issuance of a land disturbance permit		
Additional Erosion Control Financial Security:			
(The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]:			
(12.0 ac. total disturbed)			
2a	If deposit paid prior to recording of plat, receipt#	\$	7,000.00
	If letter of credit submitted:		
	financial institution: _____		
	renewal date of letter of credit: _____		
	*must be paid prior to issuance of a land disturbance permit		
Infrastructure Construction Plan Review Fee:			
An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1]			
3		\$	7,841.98
	01-00-4182-0000		
	*must be paid prior to issuance of a construction permit		
Infrastructure Construction Inspection Fee:			
An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2]			
4		\$	39,209.92
	01-00-4165-0000		
	*must be paid prior to issuance of a construction permit		
Emergency Outdoor Warning Siren Fee:			
\$9.00 per acre (89.67 acres)			
5	[Schedule of Fees and Charges]	\$	807.03
	01-00-4185-0000		
	*must be paid prior to recording of the final plat		
Parkland Dedication Fee in Lieu			
6	27-00-4705-0000	\$	11,868.00
	*must be paid prior to recording of the final plat		
Miscellaneous Fees			
7	Creekside Ranch Annexation and Preliminary Plat Recording	\$	117.00
	Fees for recording development documents per invoice sent on May 8, 2024		
TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT [5] [6] [7]		\$	12,792.03
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT [1] [2] [2a]		\$	12,500.00
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS [3] [4]		\$	47,051.90



To whom it may concern,

The North East corner of Kurzweil Road and Gore Road is not part of Cass County Public Water Supply District #3. Please let me know if there is anything that you might need. You can contact me at 816-331-1071.

Respectfully,

A handwritten signature in cursive script that reads "Brittany Heier". The signature is written in black ink and is positioned above the printed name and title.

Brittany Heier
District Manager



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/10/2024

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Police

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Firing Range MOU with Honeywell FM&T

STRATEGIC PLAN GOAL / STRATEGY

2.1.1 Maintain a high-caliber and community-oriented Police Department

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
7/1/2024

Estimated End Date
6/30/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3900
2. Honeywell MOU

BACKGROUND / JUSTIFICATION

The firing range owned by the City of Raymore has recently been upgraded to allow for other entities to rent/lease the space for their own training. These upgrades include completely rebuilding the berm, fencing the property, installing electricity at the site, and

enhancing security measures associated with the property. As a result of these upgrades, Honeywell FM&T would like to use the firing range for training purposes for the foreseeable future. This Memorandum of Understanding will allow Honeywell FM&T to have access to the firing range for \$36,000 a year (payable in monthly installments of \$3,000). Additionally, Honeywell's range master will work with the range master for the Raymore Police Department on all scheduling and use of the range.

BILL 3900

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH HONEYWELL FM&T FOR USAGE OF THE RAYMORE FIRING RANGE."

WHEREAS, the City of Raymore maintains a live firing range in the County for training and qualifications for the Raymore Police Department; and,

WHEREAS, the City of Raymore desires for the range to be used by other entities when the need arises; and,

WHEREAS, the City, along with the Raymore Police Department, have an excellent working relationship with Honeywell FM&T which benefits both entities; and,

WHEREAS, the City and Honeywell would like to extend this partnership and collaboration to include use of the firing range as detailed in this Memorandum of Understanding.

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

Section 1. The City Manager is hereby directed and authorized to execute the Memorandum of Understanding with Honeywell FM&T, attached here as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF JUNE 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 24TH DAY OF JUNE, 2024, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Barber
Councilmember Baker
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Scope of Work for Live Fire Range Use 05/20/2024

National Security Campus
14520 Botts Road
Kansas City, MO 64147
816 488.2000
www.kcp.com

Managed by Honeywell

1.0 Background

The Buyer, Honeywell Federal Manufacturing and Technologies (FM&T) LLC, located in Kansas City, MO, operates a facility for the federal government agency called the National Nuclear Security Administration (NNSA).

2.0 OBJECTIVE

This Scope of Work sets forth the minimum requirements necessary for Live Fire Range Use and Range Design Specifications to satisfy the KCNSC Protective Force firearms training and qualification needs.

3.0 DEFINITIONS

Buyer	Honeywell FM&T LLC
FM&T/KC	Preferred abbreviation for Honeywell FM&T LLC
Seller	Preferred abbreviation for the selected Supplier under contract to provide technical support services.
NNSA	National Nuclear Security Administration
KCNSC	Kansas City National Security Campus - NNSA site operated by FM&T at 14500 Botts Road, Kansas City, MO
LFR	Live Fire Range
SOW	Scope of Work

4.0 GENERAL DESCRIPTION

The Seller shall provide a LFR facility meeting all requirements as defined within Section 6.0 of this Scope of Work (SOW)

The LFR shall be located within a 40 minute drive from the Kansas City National Security Campus located at 14500 Botts Road, Kansas City, MO.

5.0 PERIOD OF PERFORMANCE

Seller shall have full use of LFR location, with a minimum of 15 priority scheduled sessions per month, for a initial base of one year with one-year options to extend the agreement.

6.0 REQUIREMENTS

Seller shall provide use of LFR location and priority scheduling.

6.1 RANGE DESIGN REQUIREMENTS

- Range sites shall be remote from other activities but accessible by road.
- To protect against unauthorized access, the LFR site shall be controlled while firearms are being discharged.
- Ranges shall be oriented to eliminate firing into the sun with an oriented to the North or slightly to the northeast. The ideal direction is between due North and 25° Northeast.
- The firing platforms, access roads, and targets shall be elevated above the flood level.
- The known distance ranges shall be as flat or evenly graded as possible. If the



Scope of Work for Live Fire Range Use 05/20/2024

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14520 Batts Road
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816.488.2000
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grade between the firing points and target does not exceed 2 percent, then the firing points may be below the target.

- Roads used for setting and servicing targets in impact areas and for maintenance of earth berm shall be graded pathways. Roads in areas not subject to disturbance, e.g., vehicle parking areas, and roadways behind firing lines or out of range of weapons, shall be designed for anticipated vehicle weight and usage.
- The ground surface shall be smooth, firm, and graded to drain away from the targets. A slight side-to-side grade of 1 percent to 2 percent should be provided for storm water runoff. For baffled ranges, the lateral slope should not exceed 2 percent because of the geometry of the baffle system.
- Range distances from the firing line to the target are determined by the approved DOE qualification courses of fire for all weapons available for use by Protective Force (PF) personnel and by site-specific training courses of fire. For current courses of fire used by KCNSC, a 100-yard range is needed. The distances from the firing line to the target should be accurate to ± 0.1 percent. It is important that any inaccuracy in the firing line-to-target distance is a greater, rather than lesser, distance (e.g., 101 yards for a 100-yard range instead of 99 yards).
- Firing lines will be marked for the 3yd, 5yd, 7yd, 10yd, 15yd, 25yd, 50yd, and 100yd range distances.
- The shooters shall have secure footing.
- Side containment along the distance of the LFR shall provide ballistic protection.
- A minimum of eight firing points shall be available on the LFR.
- The LFR shall accommodate the requirements of all KCNSC courses of fire to be conducted.

7.0 SELLER RESPONSIBILITIES

- Seller shall provide a LFR that supports the requirements as outlined in Section 6.1 of this SOW
- Seller shall agree to priority scheduling
- Seller shall provide for all maintenance and repair of LFR.

8.0 BUYER RESPONSIBILITIES

- Buyer shall provide proof of liability insurance.
- Buyer shall ensure a DOE-Certified firearms instructor is present during all LFR activities.
- Buyer shall provide applicable training certifications for all DOE-certified firearms instructors.



**Scope of Work for Live Fire Range Use
05/20/2024**

National Security Campus
14520 Botts Road
Kansas City, MO 64147
816.483.2000
www.kcp.com

Managed by Honeywell

AGREEMENT FOR PRIORITY USE OF CITY FIRING RANGE

COMES NOW, the Parties to this Agreement, the City of Raymore, Missouri (hereinafter "Raymore") and Honeywell Federal Manufacturing and Technologies, LLC (hereinafter Honeywell FM&T) regarding the use of the City Firing Range.

The Parties state as follows:

WHEREAS, the City of Raymore owns and the Raymore Police Department operates the Raymore Firing Range located at 22500 Route 291, Harrisonville, MO 64701; and

WHEREAS, the Raymore Police Department has a designated Range Master who is assigned and trained on range operations; and

WHEREAS, Honeywell FM&T desires to utilize the Raymore Firing Range for scheduled proficiency training of their employees and agents; and

WHEREAS, the Raymore Police Department desires to cooperate and support local, state, and federal law enforcement agencies for improvement of firearm safety.

WHEREAS, Raymore will receive payment to offset maintenance expenses of the firing range caused by such scheduled use by Honeywell FM&T.

NOW THEREFORE AND FOR THE AGREEMENTS SET OUT BELOW, the Parties agree as follows:

CONSIDERATION:

1. Honeywell FM&T agrees to pay Raymore for services as requested and indicated below:
 - a. \$36,000 per year, payable in \$3,000 monthly installments, beginning the first month of year one, paid in arrears, net thirty days, for each month of use.

TERM AND TERMINATION:

2. Term. This Agreement shall last for one year from the date of execution. Honeywell FM&T has the option to extend the term of the agreement one year at a time at mutual agreement.
3. Termination. Either party may terminate this agreement if written notice is provided one- hundred-twenty days in advance.

PROCEDURES AND OPERATIONS:

1. The Raymore Police Department will provide access to the firing range at mutually agreeable and scheduled times during established hours of operation.



Scope of Work for Live Fire Range Use 05/20/2024

National Security Campus
14520 Bolis Road
Kansas City, MO 64147
816.488.2000
www.kcp.com

Managed by Honeywell

2. Honeywell FM&T shall have priority for scheduled range use over all other users, other than the Raymore Police Department. This will be a maximum of 180 days for the calendar year with some limited flexibility highlighted in bullet point #4.
3. To receive priority scheduling, Honeywell FM&T shall provide the Raymore Police Department Range Master with an annual firearms training plan that includes specific dates needed no later than 1 October for the following calendar year. The Raymore Police Department Range Master will work with Honeywell FM&T to de-conflict range dates and provide an approved schedule no later than 15 December for the following calendar year.
4. Honeywell FM&T shall provide requests for any additional range dates to the Raymore Police Department Range Master. Those requests will be granted on a case by case basis at the sole discretion of the Raymore Police Department Range Master.
5. Honeywell FM&T shall ensure that a certified firearms instructor is in attendance at the range at all times Honeywell FM&T is conducting live fire activities on the range. Honeywell FM&T shall provide firearm instructor certification documentation to the Raymore Police Department Range Master for approval prior to that instructor being allowed to oversee live fire range activities.
6. Honeywell FM&T shall have full access to the entire range location to include but not limited to any and all structures on the property.
7. Honeywell FM&T shall limit all live fire activities to the hours of 0700 and 2200 daily. Should live fire activities necessitate an earlier time or an extension past 2200, Honeywell FM&T shall obtain approval from the Raymore Police Department Range Master. Other activities to include but not limited to classroom training, safety briefings, target setup, range cleanup, etc. may be conducted outside of those hours.
8. Honeywell FM&T shall report any damages or injuries to the Raymore Police Department Range Master immediately.
9. Honeywell FM&T shall not allow outside entities access to the range facility, without prior approval from the Raymore Police Department.
10. The Raymore Police Department Range Master reserves the right to eject any Honeywell FM&T employee or other person in attendance from the range upon the Range Master's judgement that the person is posing a safety or health threat to that person or others. The Range Master shall provide incident report to document the event.
11. Honeywell FM&T shall use no ammunition larger than .308 unless prior, written approval has been obtained from the Raymore Police Department Range Master. No incendiary rounds, less lethal or chemical munitions will be permitted, without express permission being granted by the Raymore Police Department Range Master. No



Scope of Work for Live Fire Range Use 05/20/2024

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14520 Botts Road
Kansas City, MO 64147
816.488.2000
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- sustained automatic fire in excess of 30 round magazines (no belt fed weapons).
12. Honeywell FM&T shall clean up all brass and trash daily. An on-site receptacle will be provided for trash and brass may be left in a provided container, which becomes "the property of City of Raymore" for recycling purposes.
 13. Honeywell FM&T shall maintain a count of rounds fired on the range and provide that information to the Raymore Police Department Range Master if requested.
 14. Honeywell FM&T shall provide their own targets and target backers. Honeywell FM&T will provide their own personal protection equipment (Eye and Ear protection).
 15. Honeywell FM&T shall provide their own storage container/unit at the firing range location for storage of targets, target backers, and other training equipment. Honeywell FM&T will maintain the only access to this storage container/unit.
 16. Honeywell FM&T agrees to obtain or commit insurance to cover any personal injuries or property damage arising out of or relating to the Honeywell FM&T's use of the firing range and provide a copy, as requested by Raymore, of the certificate of insurance with the City of Raymore noted as an Additional Insured. Subject to change pending response from Midwest Public Risk.

OTHER PROVISIONS:

17. Honeywell FM&T shall be responsible for complying with federal, state and local laws in all operations and transactions.
18. Honeywell FM&T shall be allowed to conduct training other than firearms training utilizing space at the location other than the range itself, when utilizing space outside the range, Honeywell FM&T shall first give the Raymore Police Department Range Master notice of the activity.
19. Any official notices regarding provision or issues under the Agreement shall be sent to the following of each party:
 - a. City of Raymore
Jim Feuerborn - jfeuerborn@raymore.com
City Manager
100 Municipal Circle
Raymore, MO 64083
 - b. Honeywell FM&T
Sean Mizell - smizell@kcncsc.doe.gov
Senior Buyer
14520 Botts Road
Kansas City, MO 64147



Scope of Work for Live Fire Range Use 05/20/2024

National Security Campus
14520 Bolts Road
Kansas City, MO 64147
816.488.1000
www.kcp.com

Managed by Honeywell

20. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Raymore and Honeywell FM&T. No joint employment is intended or created by this agreement for any purpose. This Agreement in no way restricts either of the parties from participating in any activity with other public or private agencies, organizations or individuals.
21. This Agreement shall be construed under the laws of the State of Missouri and any disputes shall be heard in Cass County, Missouri. Before filing a lawsuit, the party must endeavor to resolve the issue through senior leadership communication for 30 days.
22. This Agreement, to include the attached Terms and Conditions, embodies the entire agreement between the parties hereto, and there are no inducements, promises, terms, conditions or obligations made or entered into by Raymore or Honeywell FM&T other than as contained herein.
23. Before releasing the other party's information, the releasing party shall first obtain prior, written approval. Raymore's description of Honeywell FM&T's scheduled use of the firing range as "range unavailable," or words to that effect, does not require such approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/10/2024
SUBMITTED BY: Ryan Murdock DEPARTMENT: Administration
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Budget Amendment - Trash, Recycling, and Yard Waste Fees

STRATEGIC PLAN GOAL / STRATEGY

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date
7/15/2024

Estimated End Date
7/15/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3901
2. Raymore 2024 Increase Request Letter

BACKGROUND / JUSTIFICATION

As part of the contract for trash, recycling, and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash and recycling services. The current Consumer Price Index (CPI) for trash services is 6.1%. Constable is requesting a 3%

increase in services. This equates to a \$0.45 increase in trash collection rates and a \$0.17 increase in recycling rates.

BILL 3901

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2024 BUDGET AND UPDATING THE SCHEDULE OF FEES FOR RESIDENTIAL TRASH AND RECYCLING SERVICES."

WHEREAS, the City Council approved a contract with Constable Sanitation that allows for annual review and rate adjustments based on the Consumer Price Index for Garbage and Trash Collection and Recycling Services; and,

WHEREAS, the Consumer Price Index rose at a rate of 6.1% through May of 2024; and,

WHEREAS, Citizen satisfaction continues to be high for Constable Sanitation.

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

Section 1. The City Manager is hereby directed to amend the FY 2024 Budget to reflect the updated schedule of fees as follows:

TRASH SERVICE

Residential Trash Service	\$15.14 per month to \$15.59 per month
Residential Recycling Service	\$5.59 per month to \$5.76 per month
Residential Cart Fee	\$1.50 per month
Residential Additional Cart Fee	\$0.75 per additional cart

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

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF JUNE, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 24TH DAY OF JUNE, 2024, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Barber
Councilmember Baker
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Hello City of Raymore,

The solid waste CPI is currently 6.1 percent. Constable Sanitation would like to propose an increase of 3 percent on trash pricing and 3 percent on recycling price effective July 15, 2024. The price is outlined below:

Current trash collection rate - \$15.14

Adjusted trash collection rate - \$15.59

Current recycling collection rate - \$5.59

Adjusted recycling collection rates - \$5.76

We appreciate your continued support and look forward to continuing a successful business partnership with the residents in the City of Raymore.

Thank you,

George Constable



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/10/2024

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Depository Agreement

STRATEGIC PLAN GOAL / STRATEGY

4.3: Ensure Fiscal Discipline and Good Stewardship of Public Resources

FINANCIAL IMPACT

Award To:	Community Bank of Raymore
Amount of Request/Contract:	NA
Amount Budgeted:	NA
Funding Source/Account:	NA

PROJECT TIMELINE

Estimated Start Date
7/1/2024

Estimated End Date
6/30/2027

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3899
2. Agreement

BACKGROUND / JUSTIFICATION

Staff prepared a Request for Proposal (RFP) to provide banking services to the City. The RFP was mailed directly to Cass County institutions that met the criteria of Missouri statutes for investment of public funds. The RFP was also publicly advertised on the City

website and the City's newspaper of record.

Two institutions responded to the RFP. Staff completed an analysis of the proposals. All responding institutions were evaluated to determine:

- if all requested services could be provided
- if they were providing them with any qualifiers
- what costs are associated with providing the services
- what costs were within the proposal package overall

Summary data: represented in the average monthly data provided in the RFP

Bidder:	Annual Interest Earnings:	Annual Charges:	Net Earning:
Community Bank of Raymore	\$1,710,478.98	\$0.00	\$1,710,478.98
Country Club Bank	\$1,660,402.11	\$13,144.95	\$1,647,257.16
Net Difference:	\$(50,076.87)	\$(13,144.95)	\$(63,221.82)

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH THE COMMUNITY BANK OF RAYMORE TO PROVIDE THE CITY DEPOSITORY SERVICES FOR A THREE YEAR PERIOD."

WHEREAS, The Community Bank of Raymore has agreed to continue to provide depository services to the City for the next three year period; and,

WHEREAS, City staff, following review of proposals received, has recommended to the Council acceptance of the proposal received from the Community Bank of Raymore.

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

Section 1. The City Manager is hereby directed and authorized to enter into a Depository Services agreement and Banking Resolution with The Community Bank of Raymore to provide depository services to the City for the next three year period.

Section 2. The City Manager and City Clerk are hereby authorized to execute the agreements attached as Exhibit A for and on the 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 10TH DAY OF JUNE, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 24TH DAY OF JUNE, 2024, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

PLEDGED SECURITIES CONTROL AGREEMENT

This Pledged Securities Control Agreement (this "Agreement") is made and entered into effective June 14th, 2024, by and between **Raymond James & Associates, Inc.** ("Raymond James"), with offices at 1100 Ridgeway Loop Road, Memphis, TN 38120, Community Bank of Raymore ("Financial Institution"), with its principal offices at 801 W. Foxwood Dr. Raymore, MO 64083 and City of Raymore ("Depositor"), with its principal offices at 100 N. Municipal Cir. Raymore, MO 64083.

Financial Institution has agreed to grant Depositor a first priority security interest in certain securities or securities entitlements, pledged for the benefit of Depositor and held in an Account (defined below) maintained by Raymond James for Financial Institution (the "Pledged Assets"). The parties are entering into this Agreement to establish Financial Institution's pledge of securities or securities entitlements and to establish Depositor's control over and perfection of Depositor's security interest in the Pledged Assets.

THEREFORE, in consideration for the mutual covenants and agreements contained herein, the parties agree as follows:

1. Grant of Security Interest

Without limiting the effect of any other security agreement entered into between Depositor and Financial Institution, Financial Institution hereby grants to Depositor a first priority security interest in any and all Pledged Assets to secure the repayment of funds deposited by Depositor with Financial Institution.

2. The Account

Raymond James represents and warrants to Depositor that:

- A) Raymond James maintains account number 27948184 (the "Account") for Financial Institution.
- B) All securities or other assets in the Account that are eligible to be registered are registered in Raymond James' name or are registered in nominee name(s) form which can only be changed by Raymond James.

3. Pledge and Substitution

Financial Institution may pledge securities or securities entitlements in the Account (such securities or securities entitlements defined herein as Pledged Assets) by completing and executing a Safekeeping & Portfolio Pledge Request form, attached hereto, as such form may be modified in the future by Raymond James ("Exhibit A"). Financial Institution may issue an Order (defined below) to substitute Pledged Assets with prior written notice to all parties, utilizing Exhibit A or a Raymond James Safekeeping Receipt, provided the value of the new securities or securities entitlements is not less than the value of the substituted securities or securities entitlements. After such substitution, the substituted securities or securities entitlements shall be deemed to be Pledged Assets hereunder. Financial Institution and Depositor agree that Raymond James shall have no obligation with respect to any proposed substitution of Pledged Assets (including but not limited to any valuation thereof) other than to act upon the instructions provided.

Institution that are received by Raymond James before Raymond James receives and has a reasonable opportunity to act on a Notice of Exclusive Control.

Raymond James will not be liable to Financial Institution for complying with a Notice of Exclusive Control or with Orders originated by Depositor, even if Financial Institution notifies Raymond James that Depositor is not legally entitled to issue the Order or Notice of Exclusive Control, unless:

- A) Raymond James takes action after it is served with an injunction, restraining order, or other legal process enjoining it from doing so, issued by a court of competent jurisdiction, and had a reasonable opportunity to act on the injunction, restraining order or other legal process, or
- B) Raymond James acts in collusion with Depositor in violating Financial Institution's rights.

This Agreement does not create any obligation of Raymond James except for those expressly set forth in this Agreement. In particular, Raymond James need not investigate whether Depositor is entitled to give an Order or a Notice of Exclusive Control. Raymond James may rely on notices and communications it believes to be given by the appropriate party. Raymond James shall have no liability for indirect, incidental, consequential, special, exemplary or punitive damages.

9. Indemnity

Financial Institution and Depositor will indemnify and hold harmless Raymond James, its officers, directors, employees, and agents against claims, liabilities, and expenses arising out of this Agreement (including reasonable attorneys' fees and disbursements), except to the extent the claims, liabilities, or expenses are caused by Raymond James' gross negligence or willful misconduct. Financial Institution's and Depositor's liability under this section is joint and several. Financial Institution acknowledges that the market value of securities is volatile and unpredictable, and Financial Institution indemnifies and holds harmless Raymond James and Depositor and their officers, directors, employees, and agents against any and all liability and claims in connection with the decline in the market value of the assets or in the timing or manner of compliance with Orders or in the timing or manner of giving Orders with respect to the Account during the term of this Agreement.

10. Termination; Survival

Depositor may terminate this Agreement by notice to Raymond James and Financial Institution. Raymond James may terminate this Agreement on 60 days' notice to Financial Institution and Depositor. If Raymond James terminates this Agreement and after 60 days' notice Financial Institution and/or Depositor have not given Raymond James instructions pertaining to the property in the Account, Raymond James shall, at Raymond James' option, continue to maintain the Account or transfer all property in the Account to a new account with Raymond James in the name of Depositor as custodian for Financial Institution and thereafter only comply with Orders from Depositor.

If Depositor notifies Raymond James that Depositor's security interest in the Account has terminated, this Agreement will immediately terminate.

Section 8, Raymond James' Responsibility, and Section 9, Indemnity, shall survive the termination of this Agreement.

Depositor:

Name: City of Raymore
Address: 100 Municipal Cir.
Raymore, MO 64083

Raymond James:

Raymond James & Associates, Inc.
889 Ridge Lake Blvd.
Memphis, TN 38120
Attn: Clearance and Settlement Manager

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above.

FINANCIAL INSTITUTION:

Community Bank of Raymore

(print financial institution name)

By:



Name: Fallon Solscheid

Title: Vice President

DEPOSITOR:

City of Raymore

(print entity name)

By: _____

Name: _____

Title: _____

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Name: _____

Title: _____



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/24/2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

195th Street Right-of-Way Final Plat

STRATEGIC PLAN GOAL / STRATEGY

2.2.2 Create and maintain a well-connected transportation network

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
8/1/2024

Estimated End Date
8/1/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission

Date: 6/18/2024

Action/Vote: Approval, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3903
2. Staff Report
3. Final Plat Drawing
4. Aerial Exhibit

BACKGROUND / JUSTIFICATION

As part of the off-site improvements related to the Raymore Commerce Center South development located south of 195th Street, the developer, VanTrust Real Estate, will be extending Dean Avenue south from its current terminus and reconfiguring its connection with 195th Street, as well as making improvements to 195th Street along their northern property line. This final plat request provides the needed right-of-way to support the widening of 195th Street to the south and future turn lanes into the development.

In 2023, the City was awarded \$4,094,666 as part of the Governor's Transportation Cost Share Program, to assist with 50% of the costs associated with various infrastructure projects related to the development of the Raymore Commerce Center, including:

- Installation of the N. Cass Parkway & Dean Avenue traffic signal (completed)
- Extension of Dean Avenue south (design & bidding underway)
- Improvements to 195th Street (design & bidding underway)

At their June 18, 2024 meeting, the Planning and Zoning Commission voted 8-0 to recommend approval of this request to the City Council.

BILL 3903

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE 195TH STREET FINAL PLAT, A SUBDIVISION OF LAND AND DEDICATION OF RIGHT-OF-WAY LOCATED IN THE NORTH HALF OF SECTION 32, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

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

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

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

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

Section 1. The City Council 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 195th Street Final Plat is hereby approved for the tract of land described below:

All that part of the North Half of Section 32, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366 on May 13, 2024, as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of said Section 32; thence North 86 degrees 58 minutes 48 seconds West, on the North line of said Northeast Quarter, a distance of 200.00 feet to the POINT OF BEGINNING; thence departing said North line, South 03 degrees 19 minutes 21 seconds West, parallel with the East line of said Northeast Quarter, a distance of 60.00 feet to a point; thence departing said parallel line, North 86 degrees 58 minutes 48 seconds West on a line 60.00 feet South of and parallel with the North line of said Northeast Quarter, a distance of 465.79 feet to a point; thence departing said parallel line, South 03 degrees 01 minutes 13 seconds West a distance of 12.00 feet to a point; thence North 86 degrees 58 minutes 48 seconds West on a line 72.00 feet South of and parallel with the North line of said Northeast Quarter, a distance of 278.92 feet to a point; thence departing said parallel line, North 80 degrees 07 minutes 25 seconds West a distance of 58.63 feet to a point; thence North 86 degrees 58 minutes 48 seconds West on a line 65.00 feet South of and parallel with the North line of said Northeast Quarter, a distance of 1,299.93 feet to a point; thence departing said parallel line, South 79 degrees 25 minutes 30 seconds West a distance of 29.78 feet to a point; thence North 86 degrees 58 minutes 48 seconds West on a line 72.00 feet South of and parallel with the North line of said Northeast Quarter, a distance of 221.18 feet to a point; thence departing said parallel line, North 80 degrees 05 minutes 22 seconds West a distance of 58.34 feet to a point; thence North 86

degrees 58 minutes 38 seconds West on a line 65.00 feet South of and parallel with the North line of Northwest Quarter of said Section 32, a distance of 611.20 feet to a point of curvature; thence in a Northwesterly direction, departing said parallel line, on a tangent curve to the right having a radius of 523.37 feet, through a central angle of 28 degrees 51 minutes 35 seconds, an arc distance of 263.62 feet to a point on said North line of said Northwest Quarter; thence South 86 degrees 58 minutes 38 seconds East, on said North line, a distance of 56.99 feet to a point of curvature on the South right-of-way line of 195th Street as established in Book 513, Page 429; thence in a Southeasterly direction, departing said North line, on said South right-of-way line, on a non-tangent curve to the left whose initial tangent bears South 63 degrees 51 minutes 54 seconds East, having a radius of 498.37 feet, through a central angle of 23 degrees 06 minutes 44 seconds, an arc distance of 201.03 feet to a point of tangency; thence South 86 degrees 58 minutes 38 seconds East, continuing on said South right-of-way line, a distance of 100.00 feet to a point; thence North 81 degrees 42 minutes 46 seconds East, continuing on said South right-of-way line, a distance of 101.98 feet to a point; thence departing said South right-of-way line, North 03 degrees 01 minute 22 seconds East a distance of 20.00 feet to a point on said North line of said Northwest Quarter; thence South 86 degrees 58 minutes 38 seconds East, on said North line, a distance of 394.67 feet to the Northwest corner of the Northeast Quarter of said Section 32; thence South 86 degrees 58 minutes 48 seconds East, on the North line of said Northeast Quarter, a distance of 2,427.75 feet to the POINT OF BEGINNING, containing 196,956 Square Feet, or 4.5215 Acres, more or less.

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 24TH DAY OF JUNE, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 8TH DAY OF JULY, 2024, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

195th St. ROW and Utility Easement - FINAL PLAT

APPLICANT -

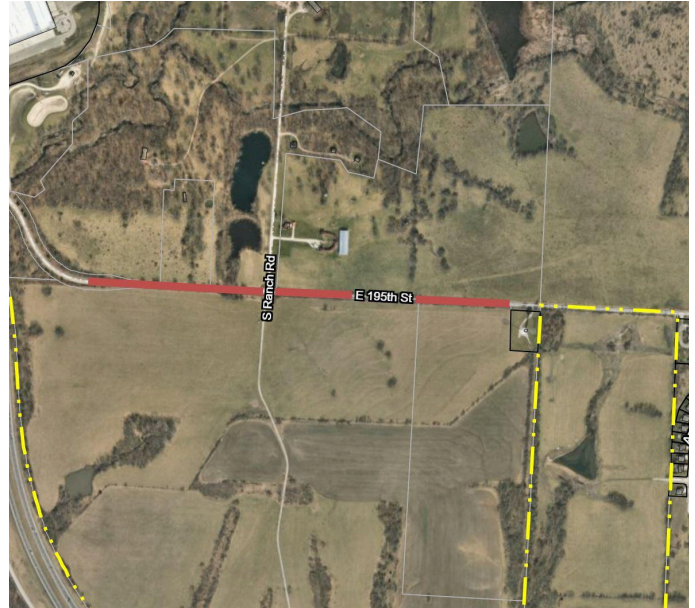
Property Owner: KCI Raymore South, Inc.
Engineering/Arch. Firm Olsson, Inc.

PROJECT LOCATION REQUESTED ACTION

SE Corner of 195th St. and Interstate 49 Final Plat Approval

PROJECT NARRATIVE

An application was filed requesting final plat approval of 195th St. Right-of-Way and Utility Easements.



ZONING AND LAND USE SUMMARY -

Road Classification

Major Collector

SURROUNDING ZONING & LAND USE

North: PUD, Planned Unit Development
A, Agricultural
PR, Parks, Recreation and Public Use (Lift Station)

South: PUD, Planned Unit Development

East: A, Agricultural
BP, Business Park (Water Tower)
Unincorporated Cass County

West: Interstate 49



TOTAL TRACT SIZE

4.52 Acres

PAST PLANNING ACTIONS -

1. The preliminary plan for the Raymore Industrial Development (now Raymore Commerce Center), proposed by Van Trust Real Estate for 136 acres adjacent to the west side of the proposed Dean Avenue extension right-of-way, was approved on December 23, 2019.
2. Dean Ave. Extension 1st Plat - Final Plat was approved by the City Council on August 24, 2020.
3. On July 25, 2023 the City Council voted to approve the Raymore Commerce Center South PUD and Preliminary Development Plan.
4. On August 28, 2023 the City Council voted to approve the Dean Ave. Extension 2nd Plat - Final Plat.

STAFF COMMENTS -

PLANNING AND ZONING -

1. On November 16, 2010 the Planning Commission voted to approve the Growth Management Plan and change the zoning classification of the Future Land Use Plan from "low density" to "Business Park for the location of the Raymore Commerce Center South (directly south of 195th St).
2. The original alignment of Dean Ave. was planned to cut through Ranch Rd. and connect to 195th. Due to conflicts with the existing properties within the Good Ranch, this alignment is not feasible without relocating occupied homes, or condemning properties for right-of-way, which is not desirable for the City. Rather the City agreed to alter the alignment to still provide access to 195th Street as originally planned, but through a different alignment of Dean Avenue.
3. The Governor's Cost Share grant was awarded to the City of Raymore to help offset some of the overall cost of the construction for the road extension. The grant also covers costs associated with the Dean Avenue/North Cass Parkway traffic signal, and future improvements to 195th Street as part of the Raymore Commerce Center South project.

PUBLIC WORKS & ENGINEERING -

- The additional Right-of-Way will allow for turn lanes to be installed and allow for the road to be widened as needed.
- The addition of the utility tract (tract A) will allow for utilities to safely remain at the back of the Right-of-Way.

ALIGNMENT WITH GROWTH MANAGEMENT PLAN -

Growth Management Plan - The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for Business Park. The Growth management also identifies the right-of-way area as a future road.

Major Street Plan - The Major Thoroughfare Plan Map classifies S Dean Avenue and the extension of the road, as a Minor arterial road and 195th St. as Major Collector.

FINDINGS OF FACT -

Under Section 470.130 of the Unified Development Code, the Planning and Zoning Commission and City Council are directed concerning its actions in the deliberation of a final plat request, in 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 final plat is substantially the same as the Preliminary Plan. Dean Avenue has always intended to connect to 195th Street under the Good Ranch MOU/Land Use Plan. The final alignment has been adjusted to avoid conflict with existing homes within the Good Ranch property. The proposed Right-of-Way as well as Utility Easements were needed to help provide utilities to the Raymore Commerce Center South site as well as ROW for the road improvements to be completed.

2. Complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City.

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 final plat complies with the conditions that were attached to the approval of the preliminary development plan and rezoning of Raymore Commerce South project located immediately south of 195th Street. The plat will provide the needed ROW to support widening/improvement to 195th Street to tie into the Dean Avenue extension, as well as the turn lanes on 195th Street to serve the future Raymore Commerce Center South development.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	June 18, 2024
City Council	Review & Approval/Denial	June 24, 2024 July 8th, 2024

STAFF RECOMMENDATIONS -

Staff recommends that the Planning and Zoning Commission accept the proposed findings of fact and forwards Case #24006 195th St. ROW and Utility Easement - Final Plat to the City Council with a recommendation of approval.

The recommendation for approval is subject to the following one (1) condition:

- The final plat shall be signed and recorded with the Cass County Recorder of Deeds within one year of City Council approval or the approval of the plat shall be considered null and void.

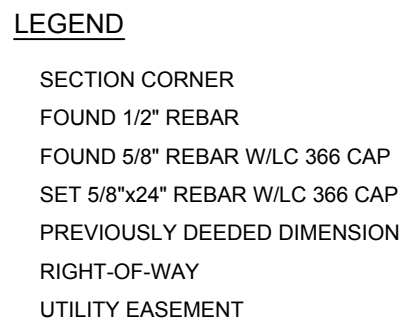
PLANNING AND ZONING ACTION -

The Planning and Zoning Commission, at their June 18, 2024 meeting, voted 8-0 accept the proposed findings of fact and forward Case #24006 195th St. ROW and Utility Easement - Final Plat to the City Council with a recommendation of approval, subject to the conditions as presented by staff.

PROJECT ATTACHMENTS -

1. Final Plat Drawing
2. Aerial Map Exhibit Drawing

An unplatted tract of land lying in the North Half of Section 32, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri



KC Metro Control Monument CA-25
Published Coordinates (2003 Adjustment):
N: 292132.789m (958438.992')
E: 848865.647m (2784986.710')
Observed Coordinates (MoDot Network):
N: 958438.935' (292132.8772m)
E: 2784986.325' (848865.530m)
Local Coordinates:
N: 958438.935' (292132.8772m)
E: 2784986.325' (848865.530m)

Survey map showing a section of land with various bearings and distances. Key features include:

- North Arrow** pointing towards the top right.
- Scale Bar** indicating distances in feet.
- 195th Street** running horizontally across the top.
- 1780 47'** running vertically along the left side.
- Survey Points** numbered 1 through 18, connected by lines.
- Bearings and Distances:**
 - $R=498.37'$, $\Delta=023^{\circ}06'44''$, $L=201.03'$, $ITB=S63^{\circ}51'54''E$
 - $S86^{\circ}58'38''E$, $56.99'$
 - $395.63'$
 - $S86^{\circ}58'38''E$, $100.00'$
 - $N81^{\circ}42'46''E$, $101.98'$
 - $N03^{\circ}01'22''E$, $20.00'$
 - $S86^{\circ}58'38''E$, $394.67'$
 - $40' RW$
 - EX , $20' RW$, $52' RW$
 - $N86^{\circ}58'38''W$, $471.01'$
 - $S80^{\circ}05'22''E$, $100.03'$
 - $N80^{\circ}05'22''W$, $58.34'$
 - $N86^{\circ}58'48''W$, $221.85'$
 - $221.18'$
 - $N86^{\circ}58'48''W$
- Monuments:**
 - NW Corner, NW 1/4, Sec. 32, T46N, R32W, Found Copper Weld Monument
 - North 1/4 Corner, Sec. 32, T46N, R32W, Found Copper Weld Monument
- TRACT A U/E** (Unplatted Bk. 5003, Pg. 150)
- Unplatted Bk. 5003, Pg. 150**

[illegible]

SHEET
1 of 1

7301 West 133rd Street, Suite 200
Overland Park, KS 66213
Phone: (913) 381-1170
Fax: (913) 381-1174

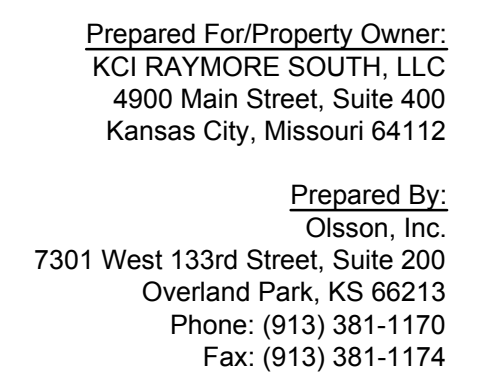
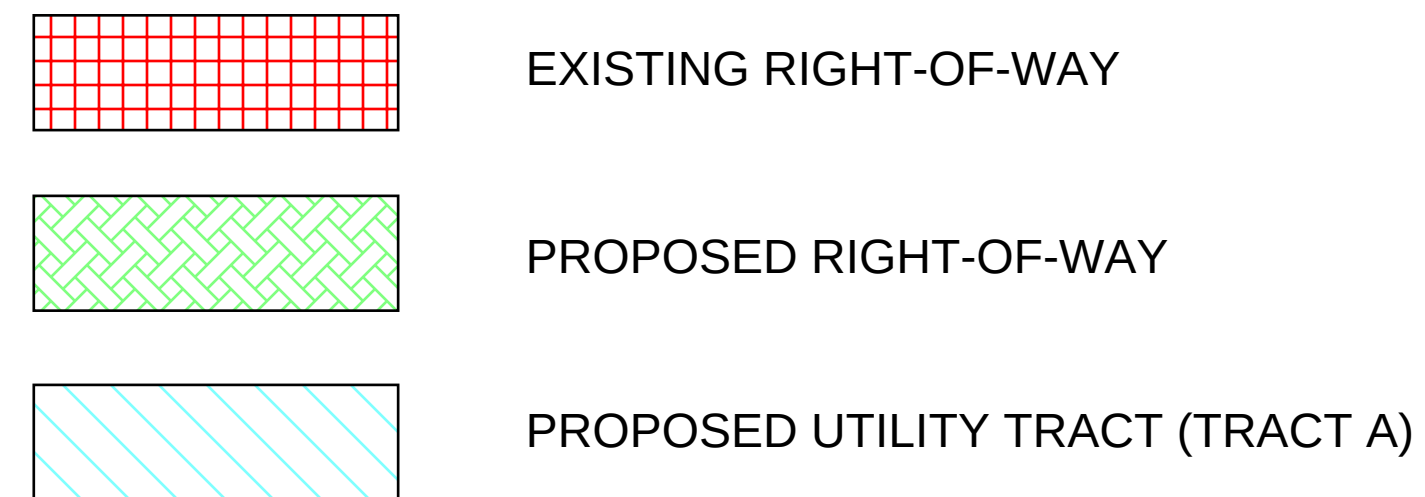
An unplatted tract of land lying in the North Half of Section 32, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri

olson®

[illegible]

drawn by: _____ CRS
designed by: _____ CRS
project no.: _____ 021-05673
date: _____ 05.17.2024

Page 127 of 131



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DATE: May 30, 2024 12:46pm USER: csprague



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/24/2024

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Mayoral Compensation

STRATEGIC PLAN GOAL / STRATEGY

4.1 Provide Exceptional Service

FINANCIAL IMPACT

Award To:

Amount of Request/Contract: \$1,500 per month

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

1. Bill 3905

BACKGROUND / JUSTIFICATION

At the City Council June 17 Work Session, the City Council received requested survey results regarding Mayor and City Council compensation from regional municipalities. After review and discussion, it was requested that an ordinance be placed on the Council agenda to increase the Mayor's compensation from \$1,000 per month to \$1,500 per month.

BILL 3905

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A COMPENSATION LEVEL FOR THE MAYOR."

WHEREAS, in accordance with City Charter the City Council shall at least once annually discuss its compensation; and,

WHEREAS, at the June 17 City Council work session, the Council received requested information on Mayor and City Council compensation levels from other municipalities in the region; and,

WHEREAS, the City Council believes an increase is appropriate to adequately compensate the Mayor.

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

Section 1. The salary for the Mayor is hereby established at \$1,500 per month, except that no salary increase shall take place until the expiration of the current term of the Mayor.

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 24TH DAY OF JUNE, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 8TH DAY OF JULY, 2024, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JUNE 17, 2024, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BURKE III, CIRCO, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Joint Session with Raymore Chamber of Commerce

The Raymore City Council met with the Board of the Raymore Chamber of Commerce and reviewed the Memorandum of Understanding (MOU) with that body. Staff was directed to draft an update to the MOU.

B. Mayor and Council Compensation

At the June 3, 2024 City Council work session, the Council requested city staff complete a survey of the cities and counties used in the recent Compensation/Classification study to determine those entities compensation of elected officials. City staff reached out to those entities and the results were provided to the Council for their review. Councilmember Holman requested that the Mayor's salary be increased to \$1500 per month. Staff was directed to place the item on the next meeting agenda for consideration.

C. Board & Commission Appointments

This item was removed from the agenda.

D. Other

The work session of the Raymore City Council adjourned at 7:00 p.m.