



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, August 26, 2024
6:00 PM

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations / Awards

- Presentation of Battle of the Badges Public Safety Scholarships

5. Personal Appearances

6. Staff Reports

- A. Public Works
- B. Parks and Recreation
- C. Communications Report
- D. Finance

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, August 12, 2024
- B. Resolution 24-24: Eastbrooke 4th Acceptance of Public Improvements

Reference:
Resolution 24-24

The Acting Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications and has found the improvements to be in compliance with City of Raymore Code Requirements.

9. Unfinished Business - Second Reading

A. Chick-Fil-A Conditional Use Permit for Signage

Reference:

Bill 3909
Staff Report
Staff Report- Site Photos
Sign Proof Drawings

Chick-Fil-A is seeking a Conditional Use Permit to allow modifications to their signage plan to include the installation of one additional wall sign as well as one monument sign that exceeds the allotted size as required by the Sign Code.

- City Council, 8/12/2024: Approval, 8-0
- Planning and Zoning Commission, 7/16/2024: Approval 7-1

B. Setting the 2024 Tax Levy

Reference:

Bill 3908
2024 Notice of Aggregate Assessed Valuation
2024 State Auditor Calculation

Missouri State Statutes require each political subdivision in the state, except counties, to fix their ad valorem property tax rates no later than Sept. 1 for entry in the tax books. Should any political subdivision whose taxes are collected by the County Collector of Revenue fail to fix its ad valorem property tax rate by Sept. 1, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year.

- City Council, 8/12/2024: Approval, 6-2

C. Award of Contract - Fire Hydrant and Valve Replacement Project

Reference:
Bill 3910
Map
Contract

The Fire Hydrant and Valve Replacement project involves installing new hydrants and valves at the locations shown on the attached map that were noted to have operational issues during routine inspection by the Operations and Maintenance Division of Public Works. Staff recommends the award of contract to Legacy Underground Construction Inc.

- City Council, 8/12/2024: Approval, 8-0

10. New Business - First Reading

A. Infrastructure Reimbursement Agreement

Reference:
Bill 3911
Infrastructure Reimbursement Agreement

The City of Raymore is entering into a reimbursement agreement with KCI Raymore South, LLC (VanTrust Real Estate) to appropriately allocate funds from the Missouri Highways and Transportation Commission's Governor's Transportation Cost Share Program for the extension of Dean Avenue and 195th Street improvements.

- 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. Mayor/Council Communication

13. Adjournment

MISCELLANEOUS

City Council Work Session notes, 08/19/2024

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

August 2024

ENGINEERING DIVISION

Projects Under Construction

- Police Firing Range Improvements - Working with fence contractor to get updated pricing to install the gate operator
- Johnston Drive Dean Avenue to Harmon Drive - Project is substantially complete
- Ward Road - The first layer of asphalt has been installed from 171st street to Gore Road
- 163rd Street Extension - Storm Sewer infrastructure is being installed.
- Grant Park Villas - Utility work is ongoing.

Development Under Construction

- Madison Valley Phase 3 - Project is substantially completed.
- Ascend - No active infrastructure work

OPERATIONS & MAINTENANCE DIVISION

- 42 City Hall Work Orders
- 3 Driveway Inspections
- 8 Final ROW Inspections
- 361 Locates
- 47 Service Requests
- 8 Sewer Inspections
- 1 Sidewalk Inspections
- 2 Curb Inspections
- 7 Water Taps
- 16 Water Inspections
- Water main break at W Pine St. and High Dr. 8/5
- Water main break at 1230 Wiltshire Blvd 8/6
- Pump Replacement Project began at Owen Good to replace pumps 2 and 3
- Finished paint striping school crosswalks
- Mowed firing range
- Continued on quotes for CIP requests
- Water/Wastewater Workshop MDNR training - Justin Paith
- Sent out second round of backflow testing letters
- Paint Striping - Completed 58 HWY stop bars, crosswalks and arrows
- Cleaned sewer station wet wells
- Installed traffic signal controllers for 6 traffic signals
- AT&T MO 1 Call line locates
- Sewer back up resolved on S Darrowby Dr 8/12
- Two days of MDNR Water Distribution class - Chantz & Bud
- Entered completed backflow tests into our system
- Routine MDNR Water Samples
- Lead and Copper water samples for MDNR

- Lead service line inventory for MDNR/EPA
- AT&T line locates
- Replaced broken sidewalks panels around schools
- Completed curb patching service requests
- Cleaned out Storm Drains around town after the rain
- Hydrant flushing program
- Got quotes to replace the safety railing at Owen Good
Winterized the paint striper and put away for year
- Completed misc. sign service requests
- Pothole patching
- 58 Hwy weed control
- Equipment maintenance
- Meter activations
- Miscellaneous water and sewer service requests
- Water station readings
- Customer service training
- New hire training

MONTHLY REPORT

August 2024

Monthly Highlights

- **Raymore Farmers Market, 4-7 p.m., Tuesdays through September at Centerview's lot and lawn, 227 Municipal Circle.** Shop local every Tuesday through September!
- **Food Fest Friday, 5:30-8:30 p.m., Friday, Aug. 30 at Recreation Park.** Enjoy live music from Alex Sons, family games and a variety of food truck options! Picnic tables are limited. Bring a chair or picnic blanket and enjoy an evening at the park.

Monthly Activities

- Athletic Coordinator Nick Cook assembled teams for the upcoming fall baseball, softball and tee ball season.
- Athletic Coordinator Nick Cook prepared equipment bags for coaches meetings.
- Parks maintenance prepared for the Mini Mud Run scheduled for Aug. 16.
- Parks and Recreation Director Nathan Musteen, Recreation Superintendent Todd Brennon and Park Superintendent Steve Rulo attended budget meetings.
- Recreation staff continued work on the upcoming issue of the fall program guide.
- Raymore summer camp attended The Coterie Theatre in Kansas City to watch a production of *Willy Wonka*.
- Recreation Superintendent Todd Brennon gave away shirts at Hawk Ridge Park for the final event of Parks and Recreation Month.
- Athletic Coordinator Nick Cook built recreation teams for the upcoming soccer and flag football season.
- Centerview and the Raymore Activity Center were voting sites for the August primary elections.
- The final day of summer camp was Friday, Aug. 9.
- Summer camp held an on-site field trip at Recreation Park, participating in a DJ and foam dance party.
- Parks maintenance began taking obstacles to Hawk Ridge Park for the mini mud scheduled for Aug. 16.
- Parks maintenance trimmed broken and low branches from heavy winds and storms.
- Park Superintendent Steve Rulo met with Capital Electric to discuss lighting for the pickleball courts at Recreation Park.

- Parks and Recreation Director Nathan Musteen and Recreation Superintendent Todd Brennon attended Heartland Certified Public Manager Program presented by the University of Kansas Public Management Center.
- The Parks and Recreation Board met in special session on Tuesday, Aug. 13. The Board recommended the FY 2025 Operating Budget and Capital Improvement Plan to the City Manager.
- The Parks and Recreation Department prepared for the Mini Mud Run event held at Hawk Ridge Park on Friday, Aug. 16.
- Recreation Coordinator Cecilia Walther attended an interview session at Foxwood Springs.
- Recreation Coordinator Cecilia Walther met with summer camp supervisors to recap the 2024 summer camp program.
- Recreation staff reviewed the fall issue of the program guide with Community Engagement Coordinator Alex Garcia.
- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo attend bid openings for upcoming park projects.

Capital Project Updates

- Trail work at Recreation Park is complete
- Trail work at Memorial Park is underway
- Redesign of the Centerview detention area began on August 19th. The project should be completed in November.
- Memorial Park walking bridges replacement project is out to bid.
- Hawk Ridge Park east parking lot is out to bid
- The RAC is nearing completion



Thanks for a great summer! Check out our Summer Campers end of the summer video:

<https://www.facebook.com/share/r/8URNfBzUjqEtELku/>

MINI MUD RUN 2024

Thank You to our Community Partners for an awesome event!

- Community Bank of Raymore
- Raymore-Peculiar Sunrise Optimist Club
- Raising Canes
- Fit Muscle and Joint
- Renewal by Anderson
- Raymore Parks & Recreation Board



FINANCE MONTHLY REPORT

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

July Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

75% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 81.81% 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 below expectation at 97.35%. Staff expects this revenue source to come in slightly below budget.
- Franchise Tax revenues are tracking slightly below straight line budget at 71.55%. 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 76.38%. City sales taxes are at 75.08% while state shared gasoline and vehicle taxes are at 79.98%.
- Fees and Permit revenues collected in total are tracking above straight line budget at 84.45%. Residential building permits are above straight line budget at 206.82%. There are 58 detached single family and 104 attached single family residential building permits issued out of the 135 budgeted starts. In addition, we have issued 28 commercial building permits.
- License revenues collected are tracking above straight line budget at 101.88%. 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 90.52%. 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 Administration Department is currently at 80.71% of straight line budget primarily due to the Insurance payment in June for Property and Liability Insurance as well as Work Comp Insurance.
- 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 78.06% 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.

Parks & Recreation Fund

Revenue:

Revenues are at 75.24% of budget 75% 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 72.72% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

01 -GENERAL FUND
FINANCIAL SUMMARY

	PRIOR YEAR	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									
PROPERTY TAXES	0.00	0.00	0.00	1,990,045.00	8,302.19	1,937,275.90	0.00	52,769.10	97.35
FRANCHISE TAXES	0.00	0.00	0.00	2,539,710.00	205,015.66	1,817,065.75	0.00	722,644.25	71.55
SALES TAXES	0.00	0.00	0.00	4,707,891.00	404,755.87	3,595,917.79	0.00	1,111,973.21	76.38
FEES AND PERMITS	0.00	0.00	0.00	645,897.00	102,106.96	545,440.18	0.00	100,456.82	84.45
LICENSES	0.00	0.00	0.00	128,292.00	3,992.00	130,706.50	0.00	(2,414.50)	101.88
MUNICIPAL COURT	0.00	0.00	0.00	272,574.00	32,783.93	246,727.11	0.00	25,846.89	90.52
MISCELLANEOUS	0.00	0.00	0.00	737,377.00	17,398.64	662,796.23	0.00	74,580.77	89.89
TRANSFERS - INTERFUND	0.00	0.00	0.00	2,093,890.00	154,680.34	1,794,323.06	0.00	299,566.94	85.69
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	13,115,676.00	929,035.59	10,730,252.52	0.00	2,385,423.48	81.81
COVID-19									
TOTAL REVENUES	0.00	0.00	0.00	13,115,676.00	929,035.59	10,730,252.52	0.00	2,385,423.48	81.81
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	373,400.00	31,116.67	3,174,368.64	0.00	(2,800,968.64)	850.13
ADMINISTRATION	12,500.00	0.00	12,500.00	1,433,703.46	112,451.69	1,154,957.87	2,192.46	276,553.13	80.71
INFORMATION TECHNOLOGY	6,270.88	780.00	5,490.88	768,889.40	39,472.60	605,664.80	15,516.59	147,708.01	80.79
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	168,601.00	12,325.68	120,683.63	1,430.58	46,486.79	72.43
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	845,427.60	65,770.05	580,191.93	979.40	264,256.27	68.74
ENGINEERING	0.00	0.00	0.00	494,015.60	41,836.61	365,936.27	1,800.53	126,278.80	74.44
STREETS	1,100.01	1,100.00	0.01	897,094.32	67,060.30	639,280.42	9,241.64	248,572.26	72.29
BUILDING & GROUNDS	0.00	0.00	0.00	408,592.00	34,494.64	261,227.97	5,506.88	141,857.15	65.28
STORMWATER	0.00	0.00	0.00	367,466.00	20,811.49	193,595.63	1,676.86	172,193.51	53.14
COURT	0.00	0.00	0.00	173,948.00	13,745.10	127,631.53	1,590.00	44,726.47	74.29
FINANCE	0.00	0.00	0.00	900,306.92	76,836.77	697,110.98	5,680.63	197,515.31	78.06
COMMUNICATIONS	0.00	0.00	0.00	238,283.00	19,723.90	187,850.38	1,200.00	49,232.62	79.34
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	0.00	15,000.00	4,500.00	4,900.00	79.92
POLICE	8,830.05	7,271.30	1,558.75	4,868,348.08	416,656.51	3,631,983.35	4,255.85	1,232,108.88	74.69
EMERGENCY MANAGEMENT	0.00	0.00	0.00	136,470.00	9,937.30	94,435.27	729.16	41,305.57	69.73
TOTAL EXPENDITURES	28,700.94	9,151.30	19,549.64	12,098,945.38	962,239.31	11,849,918.67	56,300.58	192,726.13	98.41
REVENUES OVER/(UNDER) EXPENDITURES	(28,700.94)	9,151.30	(19,549.64)	1,016,730.62	(33,203.72	(1,119,666.15)	(56,300.58)	2,192,697.35	115.66-

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	2,234.79	521,404.19	0.00	22,850.81	95.80
MISCELLANEOUS	0.00	0.00	0.00	32,896.00	1,477.89	15,552.80	0.00	17,343.20	47.28
FACILITY RENTAL REVENUE	0.00	0.00	0.00	17,575.00	2,202.50	10,600.00	0.00	6,975.00	60.31
TRANSFERS - INTERFUND	0.00	0.00	0.00	650,000.00	54,166.67	487,500.03	0.00	162,499.97	75.00
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,244,726.00	60,081.85	1,035,057.02	0.00	209,668.98	83.16
RECREATION DIVISION									
CONCESSION REVENUE	0.00	0.00	0.00	62,000.00	654.50	18,497.81	0.00	43,502.19	29.84
FACILITY RENTAL REVENUE	0.00	0.00	0.00	33,560.00	1,475.00	8,212.00	0.00	25,348.00	24.47
PROGRAM REVENUE	0.00	0.00	0.00	273,225.00	56,535.00	219,768.50	0.00	53,456.50	80.43
TOTAL RECREATION DIVISION	0.00	0.00	0.00	368,785.00	58,664.50	246,478.31	0.00	122,306.69	66.84
CENTERVIEW									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	79,050.00	6,562.50	46,039.75 (	970.00)	33,980.25	57.01
PROGRAM REVENUE	0.00	0.00	0.00	9,760.00	525.00	5,548.50	0.00	4,211.50	56.85
TOTAL CENTERVIEW	0.00	0.00	0.00	88,810.00	7,087.50	51,588.25 (	970.00)	38,191.75	57.00
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	0.00	0.00	0.00	2,000.00	0.00
FACILITY RENTAL REVENUE	0.00	0.00	0.00	16,825.00	2,263.00	11,628.00	0.00	5,197.00	69.11
PROGRAM REVENUE	0.00	0.00	0.00	219,425.00	29,880.00	118,213.00	0.00	101,212.00	53.87
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	240,755.00	32,143.00	129,841.00	0.00	110,914.00	53.93
TOTAL REVENUES	0.00	0.00	0.00	1,943,076.00	157,976.85	1,462,964.58 (	970.00)	481,081.42	75.24
EXPENDITURE SUMMARY									
PARKS DIVISION	0.00	0.00	0.00	1,104,449.49	91,494.43	791,915.87	8,218.03	304,315.59	72.45
RECREATION DIVISION	0.00	0.00	0.00	380,001.50	26,593.72	295,409.50	5,192.81	79,399.19	79.11
CENTERVIEW	0.00	0.00	0.00	141,134.96	7,614.73	76,347.68	1,143.19	63,644.09	54.91
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	301,166.54	39,780.02	220,402.00	3,539.67	77,224.87	74.36
TOTAL EXPENDITURES	0.00	0.00	0.00	1,926,752.49	165,482.90	1,384,075.05	18,093.70	524,583.74	72.77
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	16,323.51 (	7,506.05)	78,889.53 (	19,063.70) (	43,502.32)	366.50

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	1,057.62	130,100.87	0.00	32,199.13	80.16
UTILITY REVENUE	0.00	0.00	0.00	10,662,539.00	999,554.93	7,742,216.96	0.00	2,920,322.04	72.61
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	10,824,839.00	1,000,612.55	7,872,317.83	0.00	2,952,521.17	72.72
COVID-19									
SRF SEWER BONDS									
TOTAL REVENUES	0.00	0.00	0.00	10,824,839.00	1,000,612.55	7,872,317.83	0.00	2,952,521.17	72.72
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	450,000.00	0.00	150,000.00	75.00
WATER	14,882.30	14,882.30	0.00	4,102,849.50	449,737.36	2,557,204.74	6,635.59	1,539,009.17	62.49
SEWER	0.00	0.00	0.00	4,289,702.50	216,350.77	2,889,484.42	21,736.47	1,378,481.61	67.87
SOLID WASTE	0.00	0.00	0.00	2,107,197.00	179,311.52	1,406,962.74	0.00	700,234.26	66.77
TOTAL EXPENDITURES	14,882.30	14,882.30	0.00	11,099,749.00	895,399.65	7,303,651.90	28,372.06	3,767,725.04	66.06
REVENUES OVER/(UNDER) EXPENDITURES	(14,882.30)	14,882.30	0.00	(274,910.00)	105,212.90	568,665.93	(28,372.06)	(815,203.87)	196.53-

Investment Monthly Report

Investments Held at 07/31/2024

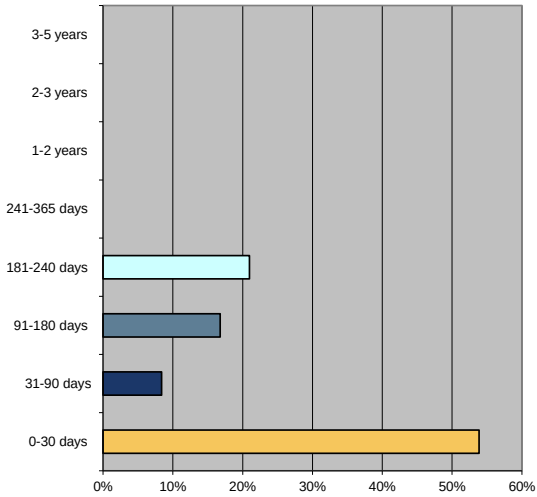
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*	Premium (Discount)
12/21/23	910088	CBR	CD		12/21/24	2,000,000.00	2,000,000.00	5.1000	2,000,000.00	NA
12/21/23	910104	CBR	CD		12/21/24	2,000,000.00	2,000,000.00	5.1000	2,000,000.00	NA
10/18/12		MOSIP	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

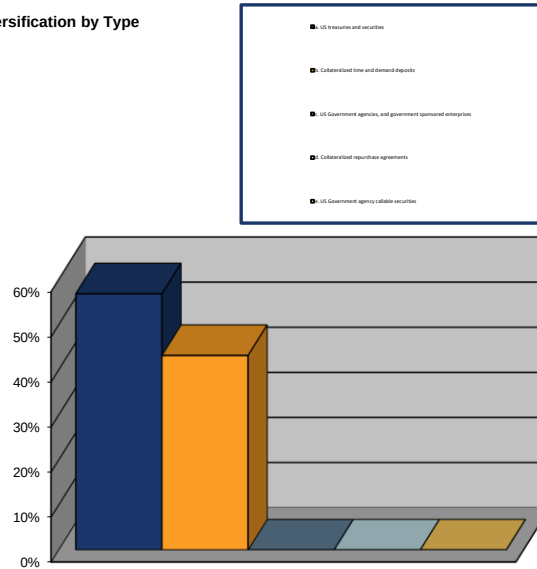
Average Annual Rate of Return: 4.8599

** 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:

July Grant Summary

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

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2023 - Sept. 2024)	MoDOT (Traffic & Hwy. Safety Division)	\$11,037 (no match)	\$2,971.14	\$2,971.14	09/30/24
State & Community Hwy. Safety Grant - HMV (Oct. 2023 - Sept. 2024)	MoDOT (Traffic & Hwy. Safety Division)	\$5,750 (no match)	\$3,236.28	\$2,282.48	09/30/24
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$7,022.01	\$7,022.01	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2024 (July 2023 - June 2024)	FEMA	\$32,008.28 (50% match)	\$32,008.28	\$32,008.28	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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THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, AUGUST 12, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, HOLMAN, AND MILLS. MEMBER PRESENT VIA VIDEOCONFERENCING: COUNCILMEMBER ENGERT. ALSO PRESENT IN PERSON: 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

5. Personal Appearances

6. Staff Reports

Development Services Director David Gress and Chief of Police Jim Wilson reviewed their staff reports included in the Council packet.

City Manager Jim Feuerborn announced that the 2023 Annual Report was submitted by Economic Development Director Jordan Lea to the International Economic Development Council and won the only Gold award issued by the agency. He also announced items for the August 19 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, July 22 2024

B. Resolution 24-22: Raymore Galleria North Access Improvements

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

DISCUSSION: Councilmember Holman stated he would be abstaining as he was absent from the July 22 meeting.

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye

Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Circo	Aye
Councilmember Engert	Aye
Councilmember Holman	Abstain
Councilmember Mills	Aye

9. Unfinished Business

A. Award of Contract - Anti-ice Spray Systems

BILL 3896: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT PROPOSAL WITH VIKING-CIVES MIDWEST, INC. FOR THE PURCHASE OF ANTI-ICE SPRAY SYSTEM, IN THE AMOUNT OF \$82,875 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3896 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3896 by title only.

DISCUSSION: None

ROLL CALL 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 3896 as **Raymore City Ordinance 2024-037**.

10. New Business

A. Chick-Fil-A Conditional Use Permit for Signage (public hearing)

BILL 3909: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, GRANTING A CONDITIONAL USE PERMIT PURSUANT TO CITY CODE SECTION 435.100 FOR ADDITIONAL SIGNAGE TO BE INSTALLED FOR CHICK-FIL-A ON THE PROPERTY LOCATED AT 1920 W. FOXWOOD DRIVE, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3909 by title only.

Mayor Turnbow opened the public hearing at 6:08 p.m. and called for a staff report.

Development Services Director David Gress reviewed the staff report included in the Council packet. Chick-Fil-A is requesting a Conditional Use Permit (CUP) for signage modifications as part of their development of a new store located at 1920 W. Foxwood Drive, at the corner of 58 Highway and Kentucky Road. The request includes 1 additional wall sign (above canopy) and an increase in sign face area for the monument sign (32 sq. ft. allowed, 50 sq. ft. requested). Based on the zoning of the property as "C-2 General Commercial District", the Sign Code allows for three wall signs plus one sign under the canopy and two monument signs at 32 square feet per sign. The CUP request would allow for the sign required under the canopy to be placed above the canopy for a total of four wall signs, as well as the two permitted monument signs to be reduced to one monument sign at a greater size. As this is a public hearing, he noted that this public hearing was properly advertised in the July 24, 2024 North Cass Herald newspaper. At their July 16, 2024 meeting, the Planning and Zoning Commission voted 7- 1 to approve the findings of fact and forward to the City Council with a recommendation of approval.

Councilmember Baker asked if precedent would be set if this was approved and the effect of the sign size regarding turning from Kentucky Road. Mr. Gress stated staff feels this is a unique situation and would not set precedent. He added that the sign would be out of the sight triangle and should not be an issue and the location would be part of the sign permit application.

Mayor Turnbow opened the floor for public comment. Hearing none, he closed the public hearing at 6:16 p.m.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3909 by title only.

DISCUSSION: None

ROLL CALL 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. Setting the 2024 Tax Levy (public hearing)

BILL 3908: "AN ORDINANCE PURSUANT TO SECTION 67.110 OF THE REVISED STATUTES OF MISSOURI LEVYING GENERAL AND SPECIAL TAXES IN THE CITY OF RAYMORE, MISSOURI, FOR THE YEAR 2024."

City Clerk Erica Hill conducted the first reading of Bill 3908 by title only.

Mayor Turnbow opened the public hearing at 6:17 p.m. and called for a staff report.

Finance Director Elisa Williams reviewed the staff report included in the Council packet. Each year, the City is required by the State Auditor's office to calculate and set our tax levy. This requirement must be recorded with the County Clerk no later than September 1. In odd numbered years, the assessor's office assesses properties to account for changes in value. In the even numbered year, the assessed valuation may increase based upon new construction. The basic theory of the Hancock Amendment is that the City revenue from property tax in the general fund and park fund should be revenue neutral from year to year for non-growth related increases in assessments. There is an allowance for inflation and this year that rate is 3.4% and is provided by the State Auditor. This means that typically as assessments from non-growth increase, then the levy decreases. The opposite is true when assessed values decrease. The General Fund Levy for 2024 is calculated to be \$0.3962 per \$100 of assessed valuation and the Park Fund Levy is calculated to be \$0.1066 per \$100 of assessed valuation. The Debt Service Levy is the same as the last several years at \$0.7170 per \$100 of assessed valuation. This is due to a voluntary roll-back. The total City Tax Levy is recommended to be \$1.2198 in total.

City Manager Jim Feuerborn noted that state statute changed last year affecting this year, calling for a new formula to calculate personal property valuation. He stated that the total personal property for the City of Raymore decreased by over \$4 million, noting that in typical years we see an increase of at least \$12 million.

Mayor Turnbow opened the floor for public comment. Hearing none, he closed the public hearing at 6:21 p.m.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3908 by title only.

DISCUSSION: None

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

Councilmember Mills stated he feels property taxes are an unfair tax and will vote no on any increase in taxes.

Councilmember Baker stated he feels real estate is currently overvalued and citizens are being penalized due to this.

C. Amending the Schedule of Fees - FY 2025 (public hearing)

RESOLUTION 24-23: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE SCHEDULE OF FEES."

City Clerk Erica Hill conducted the reading of Resolution 24-23 by title only.

Mayor Turnbow opened the public hearing at 6:24 p.m. and called for a staff report.

Finance Director Elisa Williams reviewed the staff report included in the Council packet. The License Tax Review Committee met in July and is recommending increasing the Excise Tax per trip by the Construction Cost Index rate of 1.02% as of April 2024. The Water & Sewer Section includes increases to the tap fees also related to the construction cost index of 1.02%. Staff met with Council at a work session on August 5 regarding the cost of service water & sewer rate model. The adjustments to the water and sewer rates are reflected in the proposed fee schedule. At that same work session, staff discussed the changes to the Right of Way Administrative fee. Animal Control includes adding the quarantine costs to the schedule and updating the cost to adopt a cat and dog. The Parks and Recreation section includes a differentiation of prime and non-prime rental times for shelters and fields and increases to field preparation fees approved by the Park Board at their May 28 meeting.

Mayor Turnbow opened the floor for public comment. Hearing none, he closed the public hearing at 6:26 p.m.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the reading of Resolution 24-23 by title only.

DISCUSSION: None

ROLL CALL 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	No

Councilmember Mills stated fees are another form of tax for citizens and we should find other items to adjust in the budget.

D. Award of Contract - Fire Hydrant and Valve Replacement Project

BILL 3910: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH

LEGACY UNDERGROUND CONSTRUCTION, INC. FOR THE 2024 FIRE HYDRANT AND VALVE REPLACEMENT PROJECT, CITY PROJECT NUMBER 24-457-201, IN THE AMOUNT OF \$217,600 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

City Clerk Erica Hill conducted the first reading of Bill 3910 by title only.

Acting Public Works Director Trent Salsbury reviewed the staff report included in the Council packet. The Fire Hydrant and Valve Replacement project involves installing 13 hydrants and 5 valves at the locations shown on the attached map that were noted to have operational issues during routine inspection by the Operations and Maintenance Division of Public Works. Six bids were received for the Fire Hydrant and Valve Replacement Project on July 25, 2024, with Legacy Underground Construction Inc. being the lowest and best bidder in the negotiated amount of \$217,600. He answered questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3910 by title only.

DISCUSSION: None

ROLL CALL 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

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers congratulated Economic Development Director Jordan Lea on the gold award for the 2023 Annual report, noted the progress on the Chick-Fil-A project, and expressed appreciation to the Police Department for their commitment to keeping school children safe during this back to school time.

Mayor Turnbow presented City Manager Jim Feuerborn with his 20 year Certificate of Service.

13. Adjournment

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

DISCUSSION: None

ROLL CALL 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 6:34 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 24-24

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE PUBLIC IMPROVEMENTS OF EASTBROOKE 4TH."

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

WHEREAS, the Acting Public Works Director and Development Services Director have visually inspected the site and found it to be in compliance with City of Raymore Code Requirements.

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

Section 1. The Public Improvements for Eastbrooke 4th are accepted.

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

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

DULY READ AND PASSED THIS 26TH DAY OF AUGUST, 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
AGENDA ITEM INFORMATION FORM

DATE: 8/12/2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Chick-Fil-A Conditional Use Permit for Signage

STRATEGIC PLAN GOAL / STRATEGY

3.1.1 Expand the commercial tax base

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

9/1/2024

Estimated End Date

2/1/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission

Date: 7/16/2024

Action/Vote: Approval, 7-1

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3909
2. Staff Report
3. Staff Report- Site Photos
4. Sign Proof Drawings

BACKGROUND / JUSTIFICATION

Chick-Fil-A is requesting a Conditional Use Permit (CUP) for signage modifications as part of their development of a new store located at 1920 W. Foxwood Drive, at the corner of 58 Highway and Kentucky Road. The request includes:

- 1 additional wall sign (above canopy)
- Increase in sign face area for the monument sign (32 sq. ft. requirement, 50 sq. ft. requested)

Based on the zoning of the property as "C-2 General Commercial District", the Sign Code allows for three wall signs plus one sign under the canopy and 2 monument signs at 32 square feet per sign. The CUP request would allow for the sign required under the canopy to be placed above the canopy for a total of four wall signs, as well as the two permitted monument signs to be reduced to one monument sign at a greater size.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, GRANTING A CONDITIONAL USE PERMIT PURSUANT TO CITY CODE SECTION 435.100 FOR ADDITIONAL SIGNAGE TO BE INSTALLED FOR CHICK-FIL-A ON THE PROPERTY LOCATED AT 1920 W. FOXWOOD DRIVE, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, Section 435.100 of the Unified Development Code provides that requests to install signage that is not in conformance with the standards of the Sign Code may be filed as a Conditional Use Permit request; and,

WHEREAS, the Planning and Zoning Commission held a public hearing on July 16, 2024, and submitted its findings of fact and recommendation on the application to the City Council of the City of Raymore; and,

WHEREAS, the City Council of the City of Raymore held a public hearing on August 12, 2024, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior.

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

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

Section 2. A Conditional Use Permit allowing for a total of four (4) wall signs, each not to exceed 10% of the facade area, as well as a singular monument sign not to exceed fifty (50) square feet is hereby approved for the property located at 1920 W. Foxwood Drive, legally described below:

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

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

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 12TH DAY OF AUGUST, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF AUGUST, 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

Chick-Fil-A - CONDITIONAL USE PERMIT FOR SIGNAGE

APPLICANT -

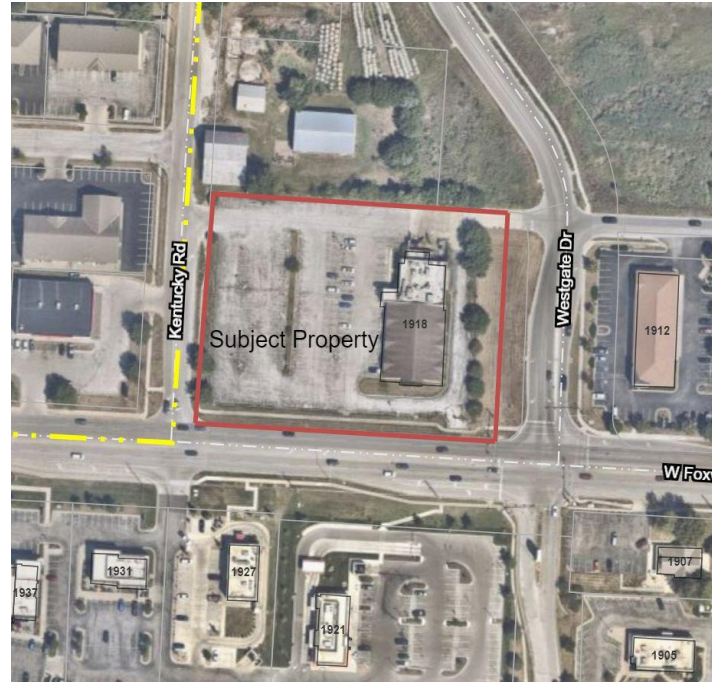
Property Owner: Realty Income Corporation
Applicant: Chick-Fil-A

PROJECT LOCATION REQUESTED ACTION

1920 W. Foxwood Dr. Conditional Use Permit

PROJECT NARRATIVE

The request is for a Conditional Use Permit to install one (1) additional Wall Sign as the UDC allows for a total of 3 wall signs on a commercial building in a "C-2" General Commercial District and to install one (1) monument sign that is proposed to exceed the maximum allotted size of 32 square feet.



ZONING AND LAND USE SUMMARY -

EXISTING ZONING

"C-2" General Commercial District

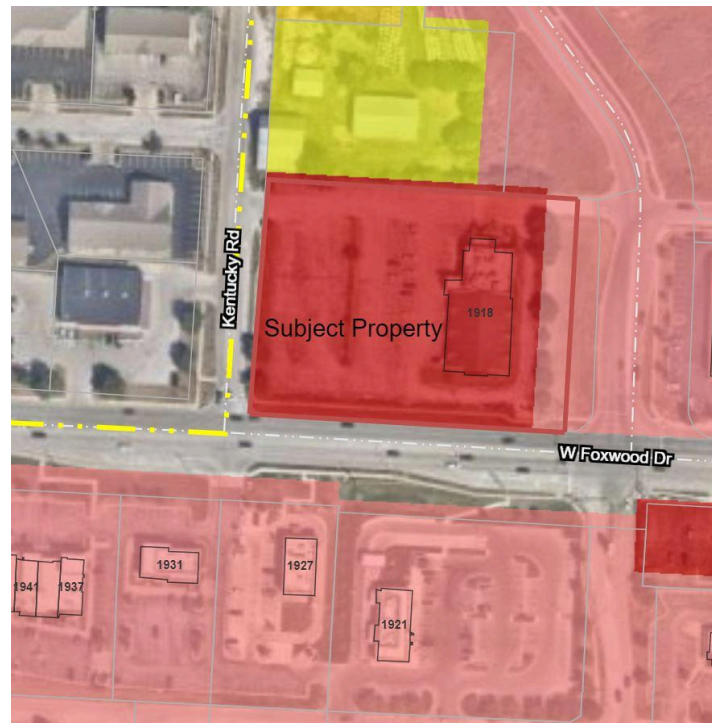
SURROUNDING ZONING & LAND USE

North: "R-1" Single-Family Residential District

South: "C-3" Regional Commercial District

East: "C-3" Regional Commercial District

West: City of Belton



TOTAL TRACT SIZE

2.22 Acres

INFORMATIONAL NOTICES OR MEETINGS -

NOTICE	DATE
Public Hearing Notice	- June 19, 2024 North Cass Herald - July 24, 2024 North Cass Herald

PAST PLANNING ACTIONS -

1. The subject property was initially built as a Ryan's Steakhouse. The initial site plan for Ryan's Restaurant was approved by the City in 1995.
2. On March 13, 2024, the Board of Zoning Adjustment unanimously approved a variance request to allow for two (2) drive-thru canopies to project into the 30' front yard setback, on both Kentucky Road and 58 Highway.
3. On March 19, 2024, the Planning and Zoning Commission unanimously approved the Chick-Fil-A Site Plan.
4. On April 10, 2024, the Board of Zoning Adjustment unanimously approved another variance request to allow a trash enclosure to be located within the required 5' rear yard setback, also allowing light levels to exceed 30.0 foot candles under the drive-thru canopies and finally for the required landscaping to fall below the 20% requirement for commercial uses.

STAFF COMMENTS -

PLANNING AND ZONING

- Section 435.100 **Conditional Use Permit**
 - A request to install a sign that is not allowed by this chapter or a request to install a sign that is not in conformance with the standards of this chapter may be filed as a Conditional Use Permit in accordance with Section 470.030.
- A total of four (4) wall signs are being proposed. In accordance with the Unified Development Code, only three (3) wall signs are permitted per business. The applicant is also requesting to install one (1) monument sign which exceeds the 32 square foot requirement. Lots with two street frontages are allowed two (2)

monument signs, while the applicant has elected to construct one (1) monument sign.

- Section 435.050 **Sign Types Permitted** is shown below, the highlighted sections outline the sign code requirements as it pertains to the request.

Zoning District	Sign Type		Max Number Permitted	Maximum Size (sq ft)	Maximum Height	Illumination Permitted	Additional Requirements
C-2, C-3, BP, M-1 and M-2	Monument Sign	Individual building with 1 tenant	1 per street frontage	32	6	direct or indirect	See also Section 435.060D
		Individual building 2-4 tenants	1 per street frontage	48	6	direct or indirect	See also Section 435.060D
		Shopping center under 100,000 square feet	1 per street frontage	80	15	direct or indirect	See also Section 435.060D
		Shopping center 100,000 square feet or more	1 per street frontage	300	30	direct or indirect	See also Section 435.060D
	Monument or Ground	Billboard on lot under 2 ac	1 per street frontage	32	6	direct or indirect	See also Section 435.060D & E
		Billboard on lot 2-5 ac	1 per street frontage	48	6	direct or indirect	See also Section 435.060D & E
		Billboard on lot greater than 5 ac	1 per street frontage	80	15	direct or indirect	See also Section 435.060D & E
	Wall		3 per establishment plus 1 under canopy	10% of facade area	n/a	direct or indirect	See also Section 435.060A, B, C
	Temporary Event	Noncommercial Message	1 per establishment per street frontage for each event, issue, candidate or belief	32	6	not permitted	See Section 435.070
		Commercial Message	1 per establishment per street frontage				

- (10) Conditional Use Permits have been issued for the following properties regarding signs:
 - Smith Brothers Hardware; 213 N. Madison Street; allowed a pole sign; 8/22/05
 - Raymore Galleria Shopping Center; 58 Highway entrance; allowed to increase width of monument sign; 8/22/05
 - Pizza Hut; 2023 W. Foxwood Drive; allowed 2 additional wall signs; 11/13/00
 - McDonald's; 1120 W. Foxwood Drive; allowed a pole sign; 9/25/96
 - Walgreens; 1214 W. Foxwood Drive; allowed 5 additional wall signs; 3/12/07
 - CVS; 1215 W. Foxwood Drive; allowed 4 additional wall signs; 3/10/08
 - Cass County Public Water Supply District; 195th Street water tower; allowed sign to be installed on water tower; 1/23/12
 - Casey's; 234 N. Madison Street; allowed one additional wall sign and additional 4 square feet on monument sign; 5/10/04
 - Casey's; 901 E. Walnut Street; allowed one additional wall sign and additional 4 square feet on monument sign; 8/23/04.
 - Steak 'n Shake; 1905 W. Foxwood Dr; allowed 7 additional wall signs and increased the allowable sign copy area by 104 square feet; 8/13/12

ALIGNMENT WITH COMPREHENSIVE PLAN -

The future land use map within the growth management plan identifies the subject area as appropriate for commercial use. The proposed Chick-Fil-A is considered a permitted use within the "C-2" General Commercial District.

ECONOMIC DEVELOPMENT IMPACT -

The redevelopment of this site will give new purpose to a blighted, underutilized tract of land at a highly visible intersection. Chick-Fil-A will generate additional revenues for the City, bring customers from neighboring cities and increase traffic to nearby businesses. Additionally, we anticipate more development in the surrounding area of the Raymore Gateway to the north will follow once the site is redeveloped.

FINDINGS OF FACT -

Under 470.030(E) of the Unified Development Code, the Planning and Zoning Commission and City Council are directed to make findings of fact taking into consideration the following in the deliberation of a Conditional Use Permit request:

1. The size of the sign is appropriate for the property;

Regarding the wall signs, the largest proposed wall sign occupies 3.8% of the building facade. The current code allows for a maximum of 10% coverage of the facade area. The wall signs are very limited in size and do not dominate or overshadow the architectural features of the building.

The proposed monument sign shows an overall size of 50 square feet which is a 56% increase from the maximum allowed size (32 sq ft.) for 1 monument sign in a "C-2" General Commercial District. However, the code allows for two monument signs to be constructed on the subject property since 1 sign is allowed per street frontage. Since the code would allow for two monument signs to be constructed at a maximum size of 32 square feet each the proposed monument sign is less than the allot maximum size for two signs. The code also requires the monument sign to be setback a minimum of 5' from the property lines which the proposed sign does comply with. If approved, the monument sign is required to be located outside of the sight-vision triangle. Given the proposed location being at the intersection of 58 Hwy and Kentucky which has a high volume of traffic, the sign will need to have supporting documentation showing that it will not impede visibility for vehicular traffic when submitting for sign permits.

2. The location selected for the sign does not interfere with the visibility of any conforming signs installed on adjacent property;

The additional wall sign will not interfere with the visibility of any signs that are installed on any adjacent property. The proposed location of the monument sign is at the northeast corner of 58 Hwy and Kentucky Rd. The nearest sign is located approximately 100' away (immediately west) at Advance Auto Parts which is located in the City Limits of Belton. The proposed monument sign will not interfere with the existing monument sign that is located at the Advance Auto Parts store. There is also an existing monument sign that is associated with China Star but it will be removed as part of the redevelopment of the subject property.

3. The number of signs requested for the property is appropriate;

The number of wall signs requested for the property does not comply with the UDC. However, the applicant is proposing 1 wall sign per building elevation which will still allow a lot of the building features and architecture to be visible. No wall sign is larger than 3.8% of the building facade area, which the UDC allows for a maximum of 10% coverage. The UDC also allows for 1 under canopy sign which the applicant could do by right but makes more sense to install the wall sign above the canopy in this case. The UDC also allows for two monument signs for a corner lot (1 per street frontage) and the applicant is requesting 1 monument sign, which the overall size (50 square feet) of the proposed monument sign is less than what is the permitted maximum size (64 square feet) for two monument signs.

4. Whether there is a condition unique to the property, such as topography, line-of-sight, natural features, or other factor that necessitates that the conditional use be granted so the sign will be visible;

The only unique condition that exists on the subject site is a fairly mature tree that is located in the same vicinity (northeast corner of 58 Hwy and Kentucky Rd.) as the proposed monument sign that could be a sight vision issue in itself which has existed for years.

5. Whether the sign, due to its height, size, or total number of signs on the property will have a significant impact on the general welfare of the neighborhood or community;

The additional wall sign and the proposed monument sign will not have a significant negative impact on the general welfare of the surrounding area as it is primarily commercial in nature already, nor would the request have a significant negative impact on the community as a whole. The subject property is part of a bigger plan for redevelopment which could create at least one more additional lot (2 lots in total). If both lots develop in the future as corner lots they would each be able to have two monument signs total 4 for this site. The applicant is proposing to construct 1 monument sign that will limit the clutter of signage while still complying with the sight triangle requirements so as not to impede visibility for vehicular traffic.

6. Whether the sign is compatible with the general character of the surrounding property.

The proposed signage is compatible with the general character of the surrounding properties. Directly south is a large commercial district with several buildings which utilize signage to be able to direct patrons to their business.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	July 16, 2024 (PH)
City Council	Review & Approval/Denial	August 12, 2024 (PH) August 26, 2024

STAFF RECOMMENDATIONS -

City Staff has reviewed the request and determined that the proposed additional wall sign as well as the monument sign that exceeds the maximum allotted square footage is a reasonable request. The subject property is located on a Major Arterial road and is a prime commercial corridor that is well established. Adequate signage is an important element for a business that is dependent on vehicular traffic. The UDC would allow the applicant to install (2) monument signs which could total 64 square feet of signage. However, the applicant's preference is to reduce the total number of signs on the site by installing a singular monument. As a result the request is to increase the size of the monument sign.

Therefore, staff recommends that the Planning and Zoning Commission accept the proposed findings of fact and forward Case #24007 Chick-Fil-A - Conditional Use Permit (Signs) to the City Council with a recommendation of approval subject to the following (1) condition:

1. Sign permits must be obtained prior to the installation of any signs.

PLANNING & ZONING COMMISSION RECOMMENDATION -

The Planning and Zoning Commission, at its July 16, 2024 meeting voted 7-1 to accept the staff proposed findings of facts and forward Case #24007 Chick-Fil-A - CUP to the City Council with a recommendation of approval subject to the following (1) condition:

1. Sign permits must be obtained prior to the installation of any signs.

PROJECT ATTACHMENTS -

1. Staff Report - Site Photos
2. Sign Proofs

Chick-Fil-A - CONDITIONAL USE PERMIT FOR SIGNAGE



View looking north from Panda Express.



View looking west from Firestone.

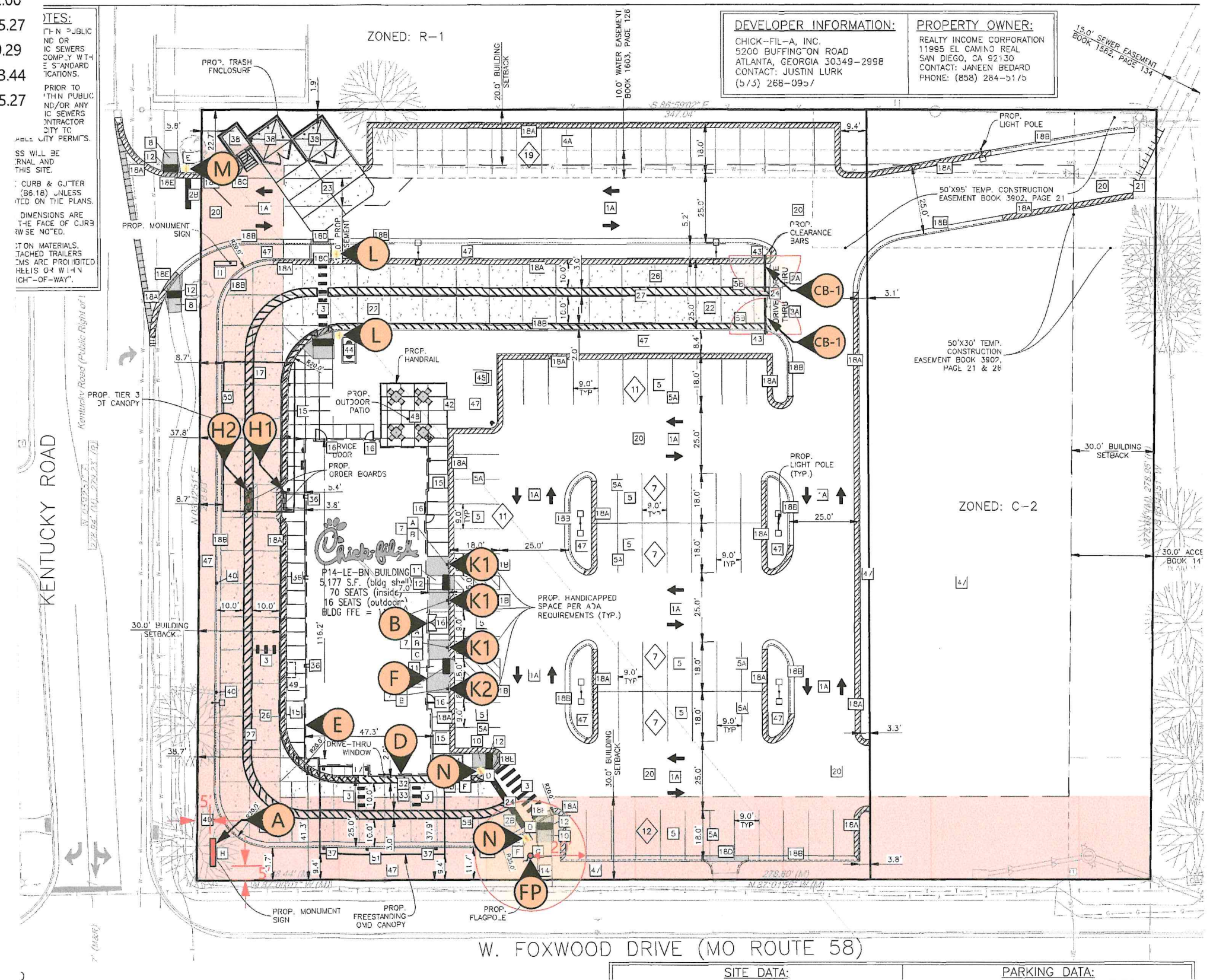


View looking south from the north property line.



View looking east from Advanced Auto Parts (Belton).

Item	Description	Qty
K1	DOT - Handicapped Parking	3
K2	DOT - Handicapped Parking (Van)	1
L	DOT - Pedestrian Sign	2
M	DOT - Stop (30")	1
N	DOT - Stop / Do Not Enter	2
H1-H2	Menu Board (Lane 1 and 2)	2
CB-1	Clearance Bar (single) 13.00'	2
FP	Flag pole (50')	1



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DRAWING FILE - CFA - RAYMORE, MO SIGNAGE.CDR

ALL ELECTRICAL
SIGNS ARE
120 VOLTS
UNLESS
OTHERWISE INDICATED

DRAWN BY	Ben Holliday
ACCOUNT REP.	Ben Holliday
DRAWING DATE	October 12, 2021
REVISION DATE	March 5, 2024

STORE NUMBER	STORE ADDRESS
L04604	Chick- [®] -I-A at Raymore, MO 1920 W. Foxwood Drive Raymore, MO 64083

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SITE PLAN

SPECIFICATIONS

SIGN CABINET IS SIGN COMP #2005 EXTRUDED CABINET WITH A SIGN COMP # 2085/2095 BLEED FLEX FACE FRAME
CABINET IS INTERNALLY ILLUMINATED WHITE LED 6500K LIGHTS, SPACED EVENLY. PAINT INTERIOR OF CABINETS MATTE WHITE.
CLOSED SUNDAY PANEL (IF SHOWN)
IS .125" ALUM. ROUTED FACE BACKED ACRYLIC.

READER BOARD CABINET (IF SHOWN)
.125" ALUM. FACE PANEL WITH ROUTED OPENING FOR READER BOARD AND COPY READING "CLOSED SUNDAY"
APERCU SENTENCE CASE BOLD.
HINGED VANDAL COVER FRAME WITH 187" THICK CLEAR POLYCARBONATE FACE WITH INSET .125" #7328 WHITE.
READER FACE WITH ZIP TRACK TO ACCOMMODATE WAGNER ZIPLETTER SET THAT INCLUDES FRANKLIN GOTHIC EXTRA CONDENSED UPPERCASE LETTER SET OF 334 CHARACTERS WITH PUNCTUATION MARKS.

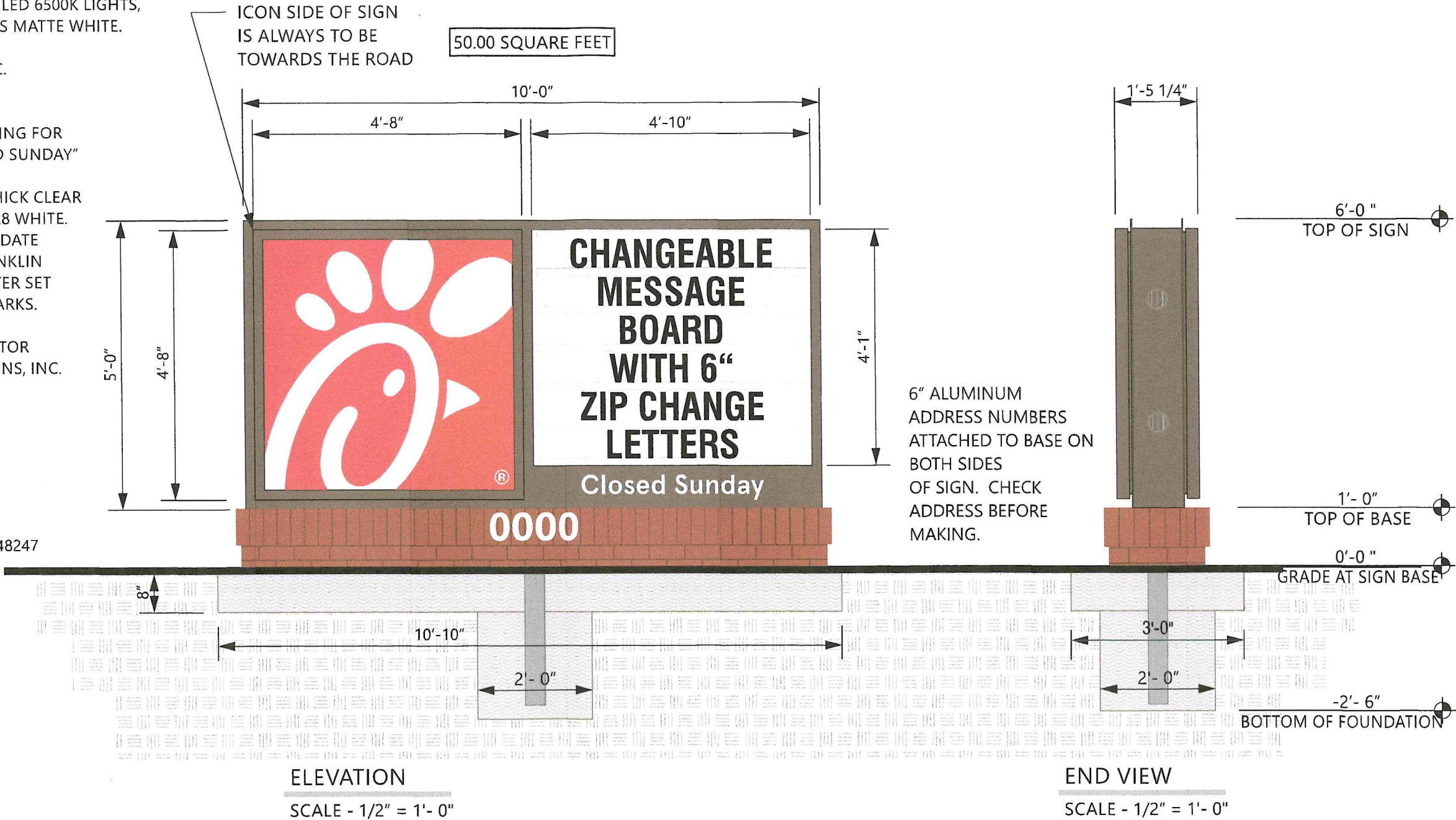
MASONRY WORK BY THE GENERAL CONTRACTOR
FOUNDATION IS FURNISHED BY CLAYTON SIGNS, INC.

3M #3630-53 TRANSLUCENT CARDINAL RED TENSION FRAME COVER TO BE PAINTED
GENESIS M SINGLE STAGE (G2-SERIES) RED #48247

WHITE BLEED 3M PANOGRAPHIC III FLEX FACE
W/ .125" #7328 WHITE PLEX

PAINTED MATTHEWS #74155 DARK BRONZE, SEMI-GLOSS

MASONRY TO MATCH BUILDING



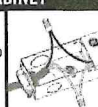
SEE ENGINEER STAMPED DRAWING FOR FOUNDATION DETAILS



DOUBLE FACED CABINET

LED'S GENWOSP6-71K-DOUBLE SIDED
POWER SUPPLY
GEPS24-24V POWER SUPPLY

UL LISTED



WET LOCATION

CONNECT THE AC LINE TO THE BLACK (LINE) AND WHITE (NEUTRAL) WIRE NUTS OF THE POWER SUPPLY USING 18-14 AWG TIGHT ON WIRE CONNECTIONS. GROUND POWER SUPPLY GREEN WIRE TO GROUNDING SCREW. REPLACE JUNCTION BOX COVER.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.



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MONUMENT SIGN

DRAWING FILE - CFA - RAYMORE, MO SIGNAGE.CDR

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SIGNS ARE
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UNLESS
OTHERWISE INDICATED

DRAWN BY Ben Holliday
ACCOUNT REP. Ben Holliday
DRAWING DATE October 12, 2021
REVISION DATE March 5, 2024

STORE NUMBER	STORE ADDRESS
L04604	Chick-I-A at Raymore, MO 1920 W. Foxwood Drive Raymore, MO 64083

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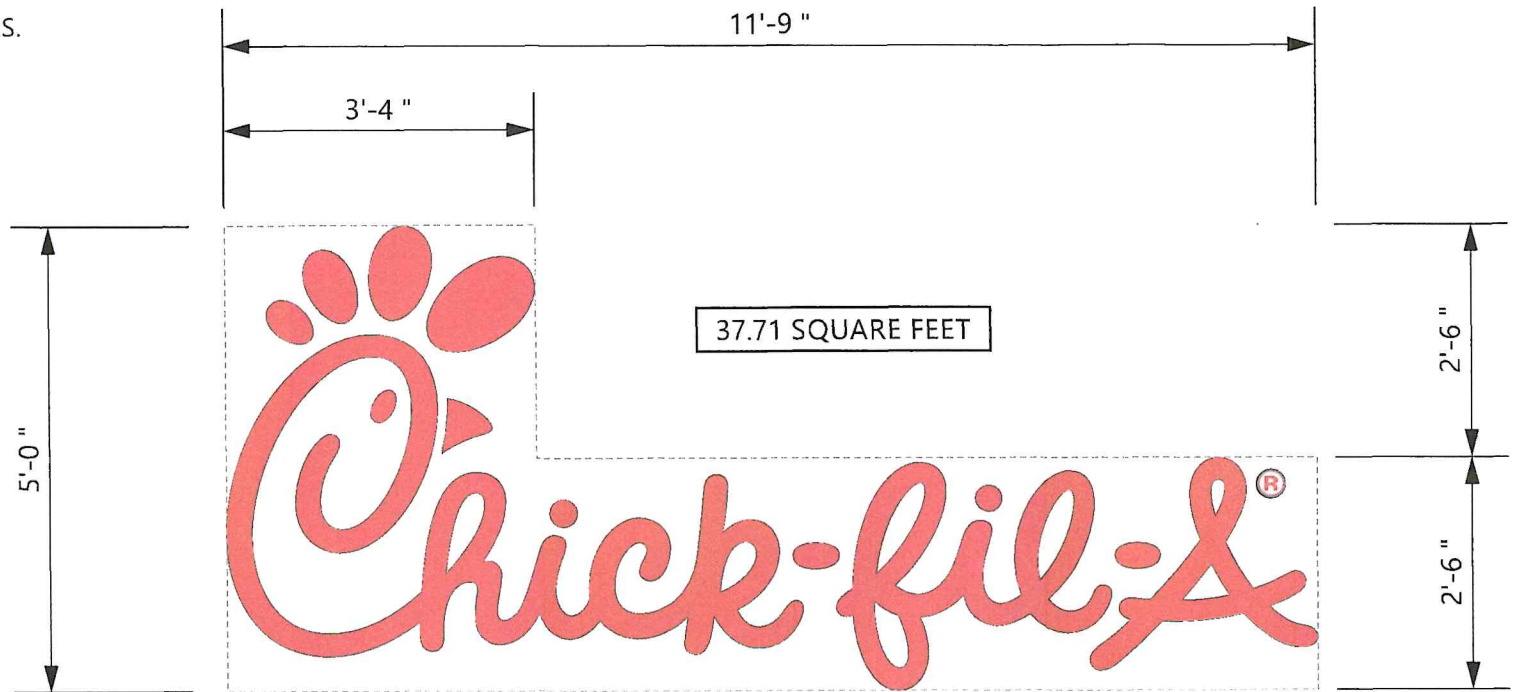
LOCATION
A

SPECIFICATIONS

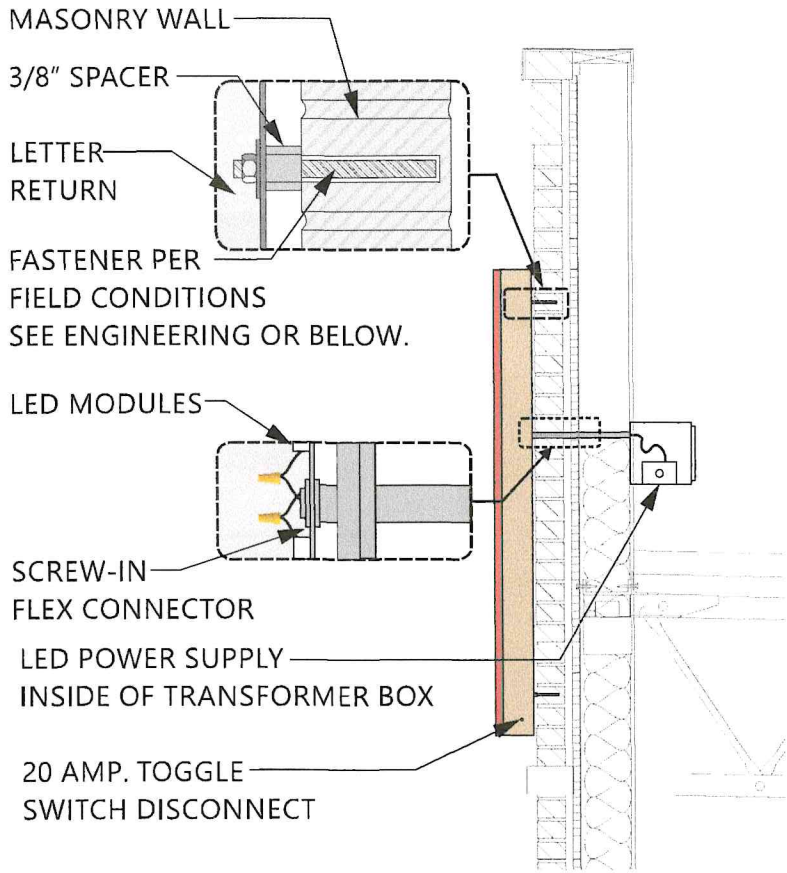
CHICK-FIL-A SCRIPT LETTERS
LETTERS ARE LED-ILLUMINATED
CHANNEL LETTERS MOUNTED
ON ALUMINUM SURFACE OF BUILDING
WITH TRANSFORMERS REMOTELY
LOCATED BEHIND THE WALL IN
UL APPROVED TRANSFORMER BOXES.
FACES ARE 3/16" ACRYLIC
RETURNS ARE .063 ALUMINUM
BACKS ARE .080 ALUMINUM
ALL RETURNS ARE ARC-WELDED TO
LETTER BACKS

CHANNEL LETTER FACES
2793 RED ACRYLIC
TRIMCAP RETAINER-
1" RED JEWELITE TRIMCAP

ALUMINUM RETURNS
PAINTED TO MATCH
SHERWIN WILLIAMS
SW6108 LATTE



ELEVATION
SCALE - 1/2" = 1'- 0"



FASTENER NOTE:
USE 18-8 STAINLESS STEEL BOLTS W/ SPACERS THRU EIFS.
EXPANSION BOLTS IN CONCRETE OR BRICK WALLS.
TOGGLE BOLTS IN CONCRETE BLOCK OR PANEL WALLS.
TEK SCREWS IN METAL STUDS. LAG-BOLTS IN WOOD STUDS.
ALL THREAD BOLTS WITH BLOCKING BETWEEN STUDS.

CROSS-SECTION
SCALE - 1/2" = 1'- 0"



CLAYTON
Signs

CHANNEL LETTERS (RED ILLUMINATION)

LED's
JTSLS016R-0.4 RED LED
POWER SUPPLY
BL-120-12-60 POWER SUPPLY

WET LOCATION

CONNECT THE AC LINE TO THE
BLACK (LINE) AND WHITE
(NEUTRAL) INPUT WIRES OF THE
POWER SUPPLY USING 18-14 AWG
TWIST ON WIRE CONNECTORS
GROUND POWER SUPPLY GREEN
WIRE TO GROUNDING SCREW
REPLACE JUNCTION BOX COVER

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.



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LED-ILLUMINATED
CHANNEL LETTERS

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DRAWN BY Ben Holliday
ACCOUNT REP. Ben Holliday
DRAWING DATE October 12, 2021
REVISION DATE March 5, 2024

STORE NUMBER	STORE ADDRESS
L04604	Chick-fil-A at Raymore, MO 1920 W. Foxwood Drive Raymore, MO 64083

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LOCATION
B,C,E

SPECIFICATIONS

FLAT CUT-OUT ALUMINUM LETTERS, 1/2" THICK, PIN-MOUNTED TO WALL.

COLORS



MATTHEWS PAINT
EQUUS BRONZE METALLIC
MP20181



ELEVATION
SCALE - 1" = 1'- 0"

Fonts -
APERCU BOLD
CAEGILIA COM 85 HEAVY



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WELCOME WALL SIGN
DIMENSIONAL GRAPHICS

DRAWING FILE - CFA - RAYMORE, MO SIGNAGE.CDR

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LOCATION
F



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 8/12/2024
SUBMITTED BY: Elisa Williams DEPARTMENT: Finance
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Setting the 2024 Tax Levy

STRATEGIC PLAN GOAL / STRATEGY

4.3 Ensure Fiscal Discipline and Good Stewardship of Public Resources

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3908
2. 2024 Notice of Aggregate Assessed Valuation
3. 2024 State Auditor Calculation

BACKGROUND / JUSTIFICATION

Cass County has provided to the City of Raymore the final and equalized assessed values of real and personal property located within the city limits.

The total assessed values for property within the city limits are reviewed in May and June by the County. In even years, the property is simply reviewed to add growth, i.e. new properties that have come onto the rolls since last year. In odd years, the County assesses the properties to account for changes in value. In even years the total city valuation changes to reflect only growth, while in odd years the total city valuation changes due to both growth and change in the values of existing properties.

The basic theory of the Hancock Amendment is that City revenue from property tax in the operating funds (General and Parks) should be neutral from year to year for non-growth related increases in assessments. Therefore, as non-growth related property assessments increase, levies typically decrease. Conversely, if non-growth related property assessments decrease in any given year, Hancock provides that the levies may increase in order to result in revenue neutrality.

Computations have been completed by the State Auditor's office, based on the information received from the County (2nd Report – After Board of Equalization), to determine the levies which may be set in each of the funds in order to be revenue-neutral. Based on the results of these computations, the levy that could be assessed in the General Fund to be revenue-neutral is 0.3962, and the levy that could be assessed in the Park Fund to be revenue-neutral is 0.1066.

In 2023, the operating levy in the General Fund was 0.3949 and the operating levy in the Park Fund was 0.1063.

The debt service levy for this year is at the same amount as last year, which is 0.7170.

Based on the information provided by the County and the State Auditor's calculation, the 2024 Tax Levy is recommended to be \$1.2198 in total.

BILL 3908

ORDINANCE

"AN ORDINANCE PURSUANT TO SECTION 67.110 OF THE REVISED STATUTES OF MISSOURI LEVYING GENERAL AND SPECIAL TAXES IN THE CITY OF RAYMORE, MISSOURI, FOR THE YEAR 2024."

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

Section 1. For the support of the government of the City of Raymore, Missouri, and to meet contractual obligations of said City for the year 2024, General and Special taxes are hereby levied upon all subjects and objects of taxation within the corporate limits of the City of Raymore, Missouri, as follows:

FOR GENERAL PURPOSES: THIRTY-NINE AND SIXTY-TWO HUNDREDTHS CENTS (\$0.3962) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

Section 2. The rate of tax for the Sinking Fund Levy upon all subjects and objects of taxation for the year 2024, in the City of Raymore, Missouri, for the General Obligation Bonds principal and interest payment shall be as follows:

FOR THE SINKING FUND: SEVENTY-ONE AND SEVENTY HUNDREDTHS CENTS (\$0.7170) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

Section 3. The rate of tax for the Park Levy upon all subjects and objects of taxation for the year 2024, in the City of Raymore, Missouri, for the maintenance and improvement of the City parks shall be as follows:

FOR PARK LEVY: TEN AND SIXTY-SIX HUNDREDTHS CENTS (\$0.1066) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

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

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

DULY READ THE FIRST TIME THIS 12TH DAY OF AUGUST, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 26TH DAY OF AUGUST, 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

NOTICE OF AGGREGATE ASSESSED VALUATION

(2ND REPORT, AFTER B.O.E. 7-25-24)

As required by Section 137.245.3, I, Jeff Fletcher, County Clerk of Cass County, State of Missouri, do hereby certify that the following is the Aggregate Assessed Valuation of the

CITY OF RAYMORE

a political subdivision in Cass County, for the year 2024 as shown on the assessment lists on July 24, 2024. Included are state and local railroad and utility valuations as reported by the State Tax Commission and the Cass County Assessor for your political subdivision.

Real Estate, Residential -	\$ 381,894,730
Real Estate, Agricultural -	399,990
Real Estate, Commercial -	27,916,660
Real Estate, Local Utilities -	23,455
Real Estate, State Utilities -	<u>9,922,793</u>
TOTAL REAL ESTATE -	<u>\$ 420,157,628</u>
Personal Property -	\$ 80,512,266
Personal Property, Local Utilities -	31,821
Personal Property, State Utilities -	<u>1,070,851</u>
TOTAL PERSONAL Property -	<u>\$ 81,614,938</u>
TOTAL ASSESSED VALUE -	<u>\$ 501,772,566</u>

This information is transmitted to assist you in complying with Section 67.110, RSMo, which requires that notice be given and public hearings held before tax rates are set. The above figures include state and locally assessed railroad and utility valuations that have been prepared by the County Clerk's Office.

New Construction and Improvements

The following data has been provided by the County Assessor's Office:

Related to Real Estate -	\$ 6,830,193
Decrease in Personal Property-	<u>(4,258,221)</u>
TOTAL -	<u>\$ 2,571,972</u>

In witness whereof, I have hereunto set my hand and affixed the seal of the County Commission of Cass County at my office in Harrisonville this 25th day of July, 2024



Jeff Fletcher
Cass County Clerk

CITY OF RAYMORE

09-019-0014

GENERAL REVENUE

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2024) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 420,157,628

+

(b) 81,614,938

=

501,772,566

(Real Estate)

(Personal Property)

(Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 6,830,193

+

(b) 0

=

6,830,193

(Real Estate)

Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)

(Total)

If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 0

+

(b) 0

=

0

(Real Estate)

(Personal Property)

(Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

494,942,373

5. (2023) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization. NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 410,659,582

+

(b) 85,873,159

=

496,532,741

(Real Estate)

(Personal Property)

(Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0

+

(b) 0

=

0

(Real Estate)

(Personal Property)

(Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0

+

(b) 0

=

0

(Real Estate)

(Personal Property)

(Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

496,532,741

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

9. Percentage increase in adjusted valuation

of existing property in the current year over the prior year's assessed valuation

(Line 4 - Line 8/Line 8 x 100)

-0.3203%

10. Increase in Consumer Price Index (CPI)

certified by the State Tax Commission

3.4000%

11. Adjusted prior year assessed valuation

(Line 8)

496,532,741

12. (2023) Tax rate ceiling from prior year

(Summary Page, Line A)

0.3949

13. Maximum prior year adjusted revenue

from property that existed in both years (Line 11 x Line 12/100)

1,960,808

14. Permitted reassessment revenue growth

The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.

0.0000%

15. Additional revenue permitted

(Line 13 x Line 14)

0

16. Total revenue permitted in current year*

from property that existed in both years (Line 13 + Line 15)

1,960,808

17. Adjusted current year assessed valuation

(Line 4)

494,942,373

18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073 RSMo

(Line 16 / Line 17 x 100)

Round a fraction to the nearest one/one hundredth of a cent.

Enter this rate on the Summary Page, Line B

0.3962

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

(Form Revised 12-2017)

Form A

Page 48 of 105

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

CITY OF RAYMORE	09-019-0014	PARKS & RECREATION
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2024) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 420,157,628 + (b) 81,614,938 = 501,772,566

(Real Estate) (Personal Property) (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor 2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 6,830,193 + (b) 0 = 6,830,193

(Real Estate) Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) (Total)

If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 0 + (b) 0 = 0

(Real Estate) (Personal Property) (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

494,942,373

5. (2023) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization. NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 410,659,582 + (b) 85,873,159 = 496,532,741

(Real Estate) (Personal Property) (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 + (b) 0 = 0

(Real Estate) (Personal Property) (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 + (b) 0 = 0

(Real Estate) (Personal Property) (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

496,532,741

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

9. Percentage increase in adjusted valuation of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8/Line 8 x 100)	-0.3203%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	3.4000%
11. Adjusted prior year assessed valuation (Line 8)	496,532,741
12. (2023) Tax rate ceiling from prior year (Summary Page, Line A)	0.1063
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12/100)	527,814
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	0.0000%
15. Additional revenue permitted (Line 13 x Line 14)	0
16. Total revenue permitted in current year* from property that existed in both years (Line 13 + Line 15)	527,814
17. Adjusted current year assessed valuation (Line 4)	494,942,373
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073 RSMo (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. Enter this rate on the Summary Page, Line B	0.1066

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

CITY OF RAYMORE	09-019-0014	Debt Service
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

Debt Service Calculation for General Obligation Bonds Paid for with Property Taxes

The tax rate for debt service will be considered valid if, after making the payment(s) for which the tax was levied, the bonds remain outstanding, and the debt fund reserves do not exceed the following year's payments.

Since the property taxes are levied and collected on a calendar year basis (January - December), it is recommended that this levy be computed using calendar year data.

1. **Total current year assessed valuation** obtained from the county clerk or county assessor
(Form A, Line 1 total) 501,772,566
2. **Amount required to pay debt service requirements during the next calendar year**
(i.e. Assuming the current year is Year 1, use January - December year 2 payments to complete the year 1 Form C) Include the principal and interest payments due on outstanding general obligation bond issues plus anticipated fees of any transfer agent or paying agent due during the next calendar year. 3,840,771
3. **Estimated costs of collection and anticipated delinquencies** (i.e. collector fees & commissions & assessment fund withholdings)
Experience in prior years is the best guide for estimating uncollectible taxes.
It is usually 2% to 10% of Line 2 above. 384,077
4. **Reasonable reserve up to one year's payment**
(i.e. Assuming the current year is year 1, use January - December year 3 payments to complete the year 1 Form C) It is important that the debt service fund have sufficient reserves to prevent any default on the bonds.
Include payments for the year following the next calendar year, accounted for on Line 2. 3,774,200
5. **Total required for debt service** (Line 2 + Line 3 + Line 4) 7,999,048
6. **Anticipated balance at end of current calendar year**
Show the anticipated bank or fund balance at December 31st of this year (this will equal the current balance minus the amount of any principal or interest due before December 31st plus any estimated investment earning due before December 31st). Do not add the anticipated collections of this tax into this amount. 4,074,564
7. **Property tax revenue required for debt service** (Line 5 - Line 6)
Line 6 is subtracted from Line 5 because the debt service fund is only allowed to have the payments required for the next calendar year (Line 2) and the reasonable reserve of the following year's payment (Line 4). Any current balance in the fund is already available to meet these requirements so it is deducted from the total revenues required for debt service purposes. 3,924,484
8. **Computation of debt service tax rate** (Line 7/Line 1 x 100)
Round a fraction to the nearest one/one hundredth of a cent. 0.7821
9. **Less voluntary reduction by political subdivision** 0.0651
10. **Actual rate to be levied for debt service purposes *** (Line 8 - Line 9)
Enter this rate on Line AA of the Summary Page. 0.7170

* The tax rate levied may be lower than the rate computed as long as adequate funds are available to service the debt requirements.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 8/12/2024

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Public Works

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Fire Hydrant and Valve Replacement Project

STRATEGIC PLAN GOAL / STRATEGY

2.1 Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To:	Legacy Underground Construction Inc.
Amount of Request/Contract:	\$217,600
Amount Budgeted:	\$249,000
Funding Source/Account:	Fund 54

PROJECT TIMELINE

Estimated Start Date
9/16/2024

Estimated End Date
11/18/2024

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3910
2. Map
3. Contract

BACKGROUND / JUSTIFICATION

The Fire Hydrant and Valve Replacement project involves installing new hydrants and valves at the locations shown on the attached map that were noted to have operational

issues during routine inspection by the Operations and Maintenance Division of Public Works. Bids were received for the Fire Hydrant and Valve Replacement Project on July 25, 2024, as follows:

Legacy Underground Construction Inc	\$217,600.00
Hettinger Excavating	\$249,575.00
Breit Construction	\$258,665.00
Infrastructure Solutions	\$268,000.00
Phillips Sitework	\$280,990.00
TC Fuller Construction	\$316,026.84

Legacy Underground Construction Inc. is the lowest and best bidder in the negotiated amount of \$217,600.

BILL 3910

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LEGACY UNDERGROUND CONSTRUCTION, INC. FOR THE 2024 FIRE HYDRANT AND VALVE REPLACEMENT PROJECT, CITY PROJECT NUMBER 24-457-201, IN THE AMOUNT OF \$217,600 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the 2024 Fire Hydrant and Valve Replacement project was included in the 2024 Capital Budget; and,

WHEREAS, bids for this project were received on July 25, 2024; and,

WHEREAS, Legacy Underground Construction, Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$217,600 with Legacy Underground Construction, Inc for the 2024 Fire Hydrant and Valve Replacement 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 12TH DAY OF AUGUST, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 26TH DAY OF AUGUST, 2024, BY THE FOLLOWING VOTE:**

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

ATTEST:

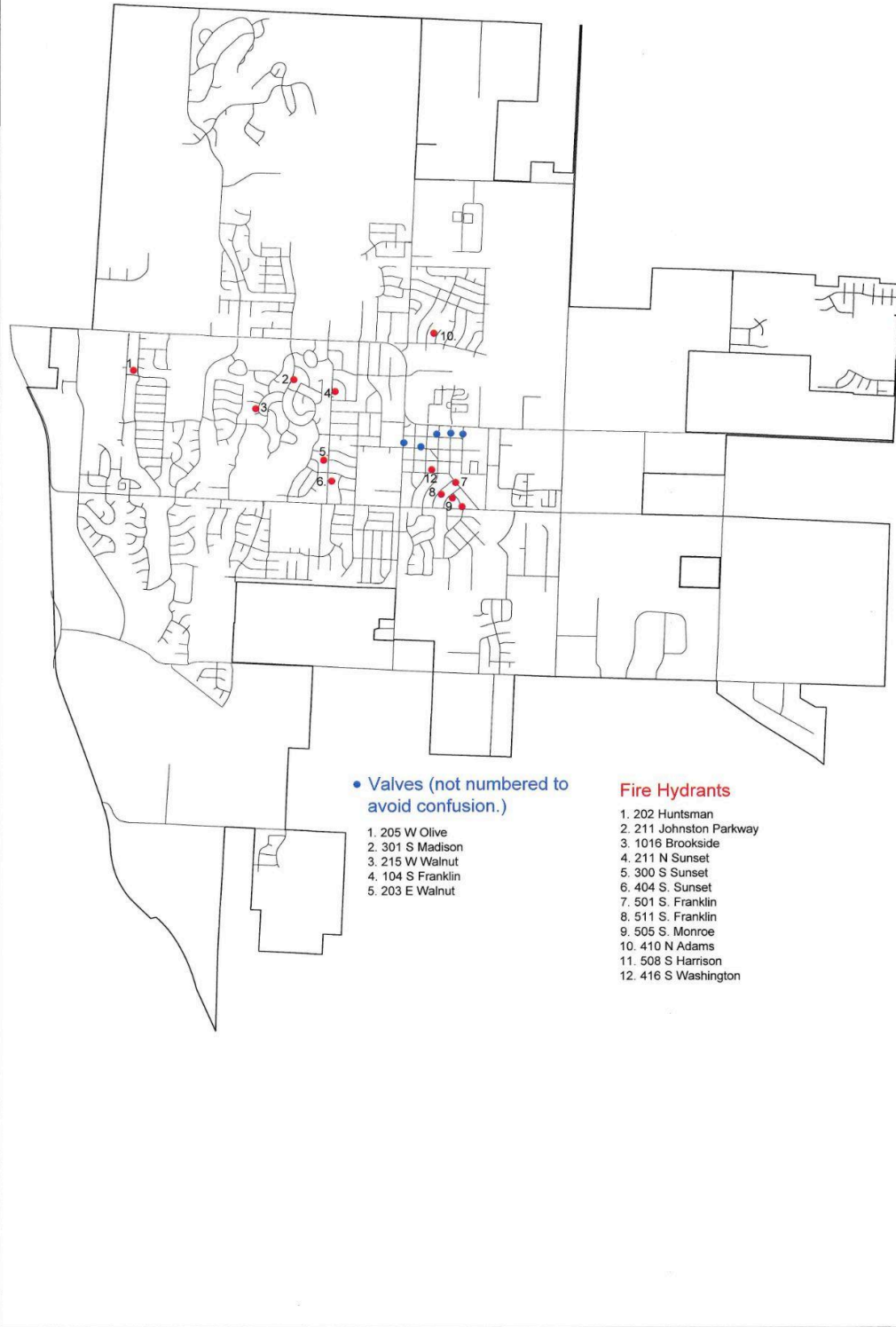
APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

2024 Fire Hydrant/Valve Replacement Map





CITY OF RAYMORE
CONTRACT FOR SERVICES

2024 Fire Hydrant and Valve Replacement Project

This Contract for the 2024 Fire Hydrant and Valve Replacement Project, hereafter referred to as the **Contract** is made this 26th day of August, 2024, between Legacy Underground Construction, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1500 US 169 HWY, Smithville, MO 64089, 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 August 26, 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 24-457-201 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 \$217,600.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 31) 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

(CITY SEAL)

LEGACY UNDERGROUND CONSTRUCTION, INC.

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2024 Fire Hydrant and Valve Replacement Project

ANTICIPATED SCOPE OF SERVICES:

- Replace 14 fire hydrants. All hydrants are to be Clow Medallion or approved equals. **All hydrants/valves to be presumed unrestrained. Water to be shut off during replacement. Contractor to notify residents 48 hours in advance via door hangers of water service interruption.**
- Install 6, six inch gate valves at 6 of the hydrants to be replaced. Replace the tees to the main along with the valves as necessary.
- Install 4, stainless steel tapping sleeves with valves adjacent to existing hydrants. Install new hydrants and cut the existing hydrant off below grade.
- Install Hydra-Stop, Insta-Valve 250s (or approved equals) at 5 locations. Contractor is responsible for determining pipe diameter.
- Replace 75 sq feet of sidewalk, if damaged, and replace two ADA ramps.
- Restore any damaged lawns or landscaping. Sod is to be used in maintained lawns, seed and Futerra F4 Netless blankets or approved equal in un-maintained areas. Straw is not allowed.
- Provide traffic control

1. **SPECIFICATIONS WHICH APPLY**

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2013 and all subsequent revisions.

2. **PROJECT AWARD**

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

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

3. PROJECT COMPLETION AND SCHEDULE

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

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2013 shall be amended to include the following:

Contractor shall complete work within 90 calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

- A. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment.
- B. **Fire Hydrant Removal and Replacement:** Fire Hydrant Removal and Replacement will be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to remove and dispose of the existing hydrant and pipe back to the valve and install

a new hydrant as per City specifications, including thrust blocks, anchor couplings and any necessary restraint. The hydrants shall be Clow Medallion.

- C. **Gate Valves:** Gate Valves shall be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to install valves at any of the new hydrants, any other hydrant where the valve is inoperable or on the existing main lines. Removal of an inoperable valve is considered subsidiary to this line item. The valve is to be a East Jordan Flowmaster Resilient Wedge Gate Valve or approved equal.. All valve risers shall be ductile iron. The contractor is required to notify the residents affected by the water shut off by door hangers 48 hours in advance.
- D. **Stainless Steel Tapping Sleeves with Valves:** Stainless Steel Tapping Sleeves with Valves shall be paid for at the unit bid price per each. The unit bid price shall include all material, labor and equipment to tap an existing line under normal operating pressure.
- E. **Hydra-Stop Inserta-Valve 250:** Hydra-Stop Inserta-Valve 250 will be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install the valves on existing lines under normal operating pressure. The contractor is responsible for verifying line diameter and material prior to valve installation.
- F. **Ductile Iron Valve Stem Risers:** Ductile Iron Valve Stem Risers shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install the risers on new or existing valves, if the existing riser is not ductile, and to dispose of the existing risers.
- G. **6" to 4" Reducer:** 6" to 4" Reducer shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to join 6" to 4" fittings/pipe of any material.
- H. **Cut In Tees:** Cut In Tees shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install ductile iron tees on existing lines where necessary and to restrain the valve and hydrant assembly. Thrust blocks will be considered subsidiary to this line item.
- I. **Sidewalk:** Sidewalk shall be paid for at the unit bid price per square foot. The unit bid price shall include all labor, equipment and materials

required to remove, dispose of and replace any sidewalk damaged during hydrant and valve installation. Concrete shall be a KCMMB 4K mix and the new sidewalk shall be doveled into the existing sidewalk.

- J. **Traffic Control:** Traffic Control shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials necessary to maintain a safe work zone. All signage and barricades shall meet the MUTCD standards and the City reserves the right to require additional traffic control measures above what the contractor has supplied if deemed necessary.
- K. **Restoration:** Restoration shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials required to restore any grass, vegetation or landscaping damaged during installation of the hydrants or valves. Sod will be placed in residential lawns, seed and Forterra F4 netless blankets (or approved equal - straw is not allowed) shall be used in non-maintained areas. Restoration shall be considered complete when the grass is established as per APWA specifications.

7. ADDITIONAL INFORMATION

- 7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 24-457-201

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 August, 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 31 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 31). 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 24-457-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) David Scaggs having authority to act on behalf of (Company name) Legacy Underground Construction, Inc do hereby acknowledge that (Company name) Legacy Underground Construction, Inc 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: David Scaggs

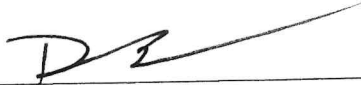
ADDRESS: 1500 US 169 Hwy
Street

ADDRESS: Smithville Mo 64089
City State Zip

PHONE: 816-558-5162

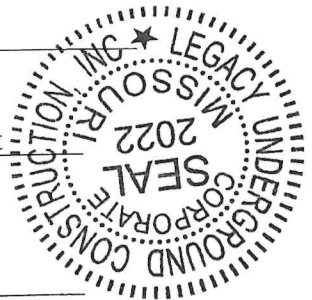
E-MAIL: David@legacyunderground.net

DATE: 7-25-2024
(Month-Day-Year)

 President
Signature of Officer/Title

DATE: _____
(Month-Day-Year)

Signature of Officer/Title



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

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

PROPOSAL FORM B
RFP 24-457-201

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 24-457-201

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 Raymore
ADDRESS	100 Municipal Circle, Raymore, Mo 64083
CONTACT PERSON	Phil Becker
CONTACT EMAIL	Jbecker@raymore.com
TELEPHONE NUMBER	816-331-7916
PROJECT, AMOUNT AND DATE COMPLETED	Fire Hydrant and Valve Replacement 2023 Project, \$212,288.00 Completed 5-2024

COMPANY NAME	City of Raymore
ADDRESS	100 Municipal Circle, Raymore, Mo 64083
CONTACT PERSON	Paschal Smith
CONTACT EMAIL	Psmith@raymore.com
TELEPHONE NUMBER	816-331-7916
PROJECT, AMOUNT AND DATE COMPLETED	Mayberry Court Waterline Project, \$80,475.00 Completed 10-2023

COMPANY NAME	City of Lee Summit, Mo
ADDRESS	220 SE Green Street, Lee's Summit, Mo 64063
CONTACT PERSON	Jon Haley
CONTACT EMAIL	jon.haley@cityofls.net
TELEPHONE NUMBER	816-969-1800
PROJECT, AMOUNT AND DATE COMPLETED	2022 Water Main Replacement \$1,990,178.50 Completed - 2-2024

COMPANY NAME	City of Olathe
ADDRESS	100 E Santa Fe Street, Olathe, KS 66061
CONTACT PERSON	Mark Perry
CONTACT EMAIL	Mrperry@olatheks.org
TELEPHONE NUMBER	913-971-8600
PROJECT, AMOUNT AND DATE COMPLETED	Lake Olathe Water Main Replacement \$314,889.00 Completed - 2-2023

COMPANY NAME	City of Lawrence, KS
ADDRESS	6 East 6th Street, Lawrence, KS
CONTACT PERSON	Andy Ensiz
CONTACT EMAIL	aensiz@lawrenceks.org
TELEPHONE NUMBER	785-832-7812
PROJECT, AMOUNT AND DATE COMPLETED	New York Water Main Replacement 3,378,287.00 Complete - July 2024

State the number of Years in Business: 2.5 yrs

State the current number of personnel on staff: 65

PROPOSAL FORM D

RFP 24-457-201

Proposal of Legacy Underground Construction, Inc, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as a (*) Corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 24-457-201 – 2024 Fire Hydrant and Valve Replacement Project.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 24-457-201

2024 Fire Hydrant/Valve Replacement

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mob, Bonds and Insurance	LS	1	12000	12000
Fire Hydrant Removal & Replace	Each	13	6500	84500
Stainless Steel Taping Sleeves with Valves	Each	4	5000	20000
6" Gate Valve on Hydrants	Each	6	1500	9000
4" Inserta Valves	Each	2	12800	25600
6" Inserta Valves	Each	2	14000	28000
8" Inserta Valves	Each	1	14500	14500
DIP Valve Riser	Each	10	350	3500
6" to 4" Reducer	Each	4	350	1400
Cut in Tees	Each	1	3500	3500
Replace ADA Ramps	Each	2	750	1500
Sidewalk	Sq Ft	75	10	750
Traffic Control	LS	1	3100	3100
Restoration	LS	1	10250	10250
TOTAL BASE BID				217.600

Company Name Regacy Underground Const

Total Base Bid for Project Number:

\$ 217,600 _____
In the blank above insert numbers for the sum of the bid.

(\$ Two Hundred Seventeen Thousand
Six Hundred Dollars)
In the blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 24-457-201
CONTINUED**

Company Name

Legacy Underground Construction, Inc.

By


Authorized Person's Signature

David Scaggs
President
Print or type name and title of signer

Company Address

Legacy Underground Construction, Inc
1500 US 169 HWY, Smithville, Mo 64089

Phone

816-558-5162

Fax

Email

david@legacyunderground.net

Date

7-25-2024

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. N/A

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

2024 Fire Hydrant and Valve Replacement Project
24-457-201
Page 40 of 42

Page 86 of 105

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 David Scaggs, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: David Scaggs

Company: Legacy Underground Construction, Inc

Address: 1500 US 169 Hwy, Smithville, Mo 64089

- 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 # 24-457-201.
- 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.

Legacy Underground Construction, Inc

Company Name



Signature

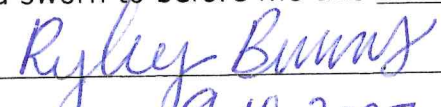
Name: David Scaggs

Title: President

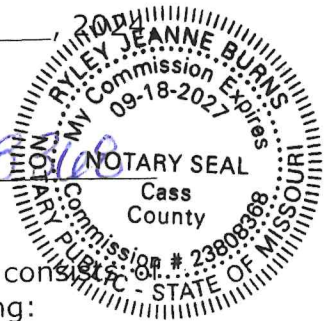


STATE OF Missouri COUNTY OF Cass

Subscribed and sworn to before me this 25th day of July

Notary Public: 

My Commission Expires: 9-18-2027 Commission # 23808668



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

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



Company ID Number: 1884332

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Legacy Underground Construction, Inc
Company Facility Address	1903 E Mechanic St. Harrisonville, MO 64701
Company Alternate Address	
County or Parish	CASS
Employer Identification Number	881390426
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 1884332

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO

1

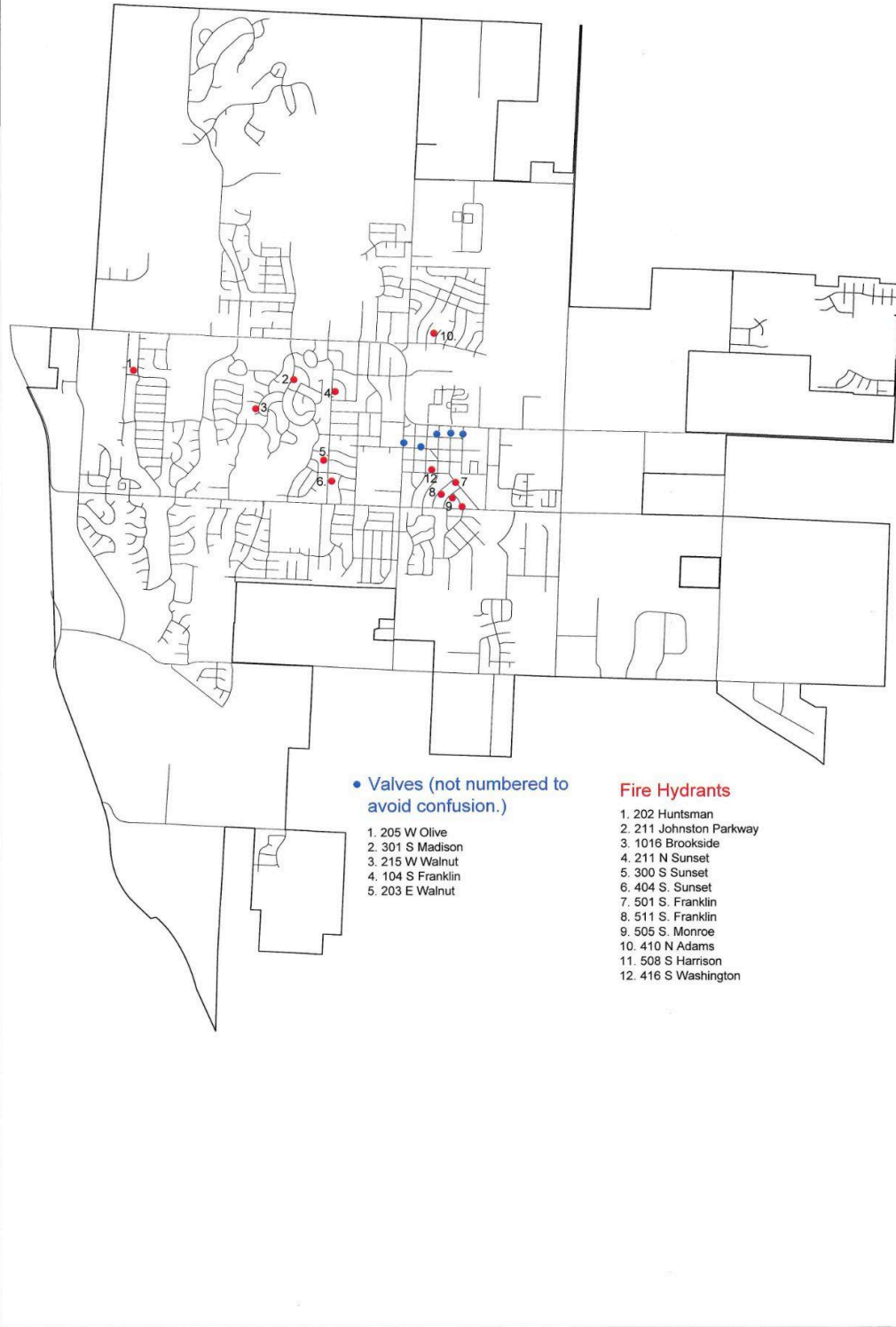


Company ID Number: 1884332

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	David M Scaas
Phone Number	8165585162
Fax	
Email	david@legacvunderaround.net

2024 Fire Hydrant/Valve Replacement Map





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 8/26/2024

SUBMITTED BY: Jordan Lea

DEPARTMENT: Economic Development

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Infrastructure Reimbursement Agreement

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

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3911
2. Infrastructure Reimbursement Agreement

BACKGROUND / JUSTIFICATION

On January 4, 2023, the Missouri Highways and Transportation Commission awarded the City of Raymore \$4,094,666 under the Governor's Transportation Cost Share Program to assist in the extension of Dean Avenue south to 195th Street, modifications to 195th Street, and the installation of a traffic signal at Dean Avenue and North Cass Parkway.

The traffic signal at Dean Avenue and North Cass Parkway is complete. The City is partnering with KCI Raymore South, LLC (VanTrust Real Estate (VTRE Development, LLC)) to complete the Dean Avenue extension and 195th Street improvements.

The Infrastructure Reimbursement Agreement allows the City to submit KCI Raymore South, LLC's project reimbursement request(s) to the Missouri Highways and Transportation Commission for approval and reimbursement, once the project is completed.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH KCI RAYMORE SOUTH, LLC, RELATED TO PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE CITY."

WHEREAS, pursuant to Section 4.445 of Truly Agreed to and Finally Passed House Bill 3004 from the 2022 legislative session, the Missouri General Assembly has appropriated \$75,000,000 in general revenue funds to the Missouri Highways and Transportation Commission (the "Commission") to be expended for road and bridge projects under the Governor's Transportation Cost Share Program (the "Program"); and,

WHEREAS, the City applied to the Commission to participate in the Program to assist in the infrastructure improvements related to the Raymore Commerce Center and Raymore Commerce Center South developments; and,

WHEREAS, on January 4, 2023, the Commission approved the City's application to the Program for a proposed road and bridge improvement project off the State Highway System, and awarded the City an amount equal to fifty-percent (50%) of the estimated construction costs associated with the infrastructure improvements; and,

WHEREAS, the City and the Commission entered into a Transportation Cost Share Agreement (the "Cost Share Agreement") approved on June 26, 2023, by Ordinance No. 2023-050, regarding the terms and conditions of the project; and,

WHEREAS, KCI Raymore South, LLC (the "Developer"), or its affiliate, is the developer of the Raymore Commerce Center and Raymore Commerce Center South developments, and the City and the Developer desire to enter into a Reimbursement Agreement (the "Reimbursement Agreement") pursuant to which the Developer, or its designated contractor, will design and construct a portion of the infrastructure improvements contemplated in the Cost Share Agreement, and Developer will receive reimbursement from the City for such infrastructure improvements from a portion of the funds received by the City pursuant to the Cost Share Agreement.

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

Section 1. The City Manager is hereby authorized and directed to enter into the Reimbursement Agreement, attached hereto as Exhibit A.

Section 2. The Mayor, City Manager, City Clerk and other officers, agents and employees of the City are authorized to administer the Reimbursement Agreement, and effectuate the terms of the Agreement.

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 26TH DAY OF AUGUST, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF SEPTEMBER, 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

INFRASTRUCTURE REIMBURSEMENT AGREEMENT

Missouri Highways and Transportation Commission

Governor's Cost Share Program

KCI Raymore South, LLC

City of Raymore, Missouri

THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of this ____ day of August, 2024 by and between the CITY OF RAYMORE, MISSOURI, a Missouri municipal corporation and constitutional charter city located in Cass County (the "City") and KCI Raymore South, LLC, LLC, having a mailing address at 4900 Main Street, Suite 400, Kansas City, MO 64112, or permitted assigns (the "Developer").

RECITALS

WHEREAS, pursuant to Section 4.445 of Truly Agreed to and Finally Passed House Bill 3004 from the 2022 legislative session (TAFP HB 3004 2022), the Missouri General Assembly (GA) has appropriated seventy-five million dollars (\$75,000,000) in general revenue funds to the Missouri Highways and Transportation Commission (the "Commission") to be expended for road and bridge projects under the Governor's Transportation Cost Share Program (the "Program"); and,

WHEREAS, the City applied to the Commission to participate in the Program to assist in the public infrastructure improvements including those described herein (the "Public Infrastructure Improvements") related to the Raymore Commerce Center and Raymore Commerce Center South developments; and,

WHEREAS, on January 4, 2023, the Commission approved the City's application to the Program for the Public Infrastructure Improvements comprised of road and bridge improvement projects off the State Highway System, and awarded the City not to exceed \$3,645,985, equal to fifty-percent (50%) of the estimated construction costs associated with the Public Infrastructure Improvements; and,

WHEREAS, on June 26, 2023, the City entered into a Cost Share Agreement (the "Cost Share Agreement") with the Missouri Highways and Transportation Commission regarding the terms and conditions of the Program; and,

WHEREAS, because the Developer or its affiliate is the developer of the Raymore Commerce Center and Raymore Commerce Center South developments, the City and Developer agree that the Developer, or its designated contractor, is best situated to design and construct certain of the Public Infrastructure Improvements on behalf of the City; and,

WHEREAS, the City wishes, as the recipient of the grant funding, to coordinate the Public Infrastructure Improvements (defined herein) approved under the grant, and to enter into this Agreement with the Developer to ensure the allocated funds are appropriated to the Public Infrastructure Improvements (defined herein) and reimbursed to the Developer consistent with the terms and conditions of the grant.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and obligations of the parties hereto being the City and the Developer, each party hereby agree as follows:

1. The Public Infrastructure Improvements will consist of one project with two portions: (a) Dean Avenue Extension, and (b) 195th Street Improvements, all as more particularly described below:

(i) **Dean Avenue Extension.** The City hereby directs the Developer, or its designated contractor, to design and construct approximately 2,800 linear feet of roadway extending Dean Avenue south of its current terminus to provide a connection to 195th Street, including the reconstruction of a culvert bridge above the existing floodplain, and provide a new access road into the Raymore Pump House (the “Dean Avenue Extension”), all costs of which are eligible to be reimbursed to the Developer pursuant to this Agreement.

(ii) **195th Street Improvements.** The City hereby directs the Developer, or its designated contractor, to design and construct the widening of 195th Street from its intersection with Dean Avenue east to Developer’s eastern property line (the “195th Street Improvements”), all costs of which are eligible to be reimbursed to the Developer pursuant to this Agreement.

The Public Infrastructure Improvements are depicted on Exhibit A, attached hereto.

2. **Project Eligibility and Specifications.** The Public Infrastructure Improvements are contemplated under the approved development plans associated with the Raymore Commerce Center South development. The parties have agreed that the coordination of projects under the terms of this Agreement benefit the City and the Developer by improving the safety and connectivity within the area and promoting the economic growth of the City. Reimbursement is eligible to be provided pursuant to this Agreement upon completion of the Public Infrastructure Improvements.

3. Project Requirements and Responsibilities.

The Developer shall be responsible for letting the Public Infrastructure Improvements, including the design and construction of such improvements. The Developer shall award the contract to the lowest, responsive, and responsible bidder and shall comply with the prevailing wage requirements under RSMo. 290.210 to 290.340. The Developer has submitted to the City, and the City has approved, the plans and specification for the Public Infrastructure Improvements, as well as the design-build construction contract (including Developer’s bidding process requirements related thereto) related to the Public Infrastructure Improvements. Prior to the commencement of work relating to the Public Infrastructure Improvements, the Developer shall obtain any and all permits, and satisfy all applicable fees related to the construction project.

4. **Reimbursement.** Reimbursement to Developer under this Agreement shall be made subject to the following:

(i) Reimbursement Breakout

(a) The cost of the Public Infrastructure Improvements is estimated to be \$5,503,866. The final amount of reimbursement by the City to the Developer through the Program shall be equal to fifty-percent (50%) of the actual cost of the Public Infrastructure Improvements, not to exceed \$2,751,933.

(b) Notwithstanding anything herein to the contrary, if the total reimbursement under Section 4(i)(a) is less than \$2,751,933, the Developer shall, pursuant to Section 4.02 of the Development and Performance Agreement between the City and the Developer dated December 15, 2023 (the "Development Agreement"), receive waiver or reimbursement of Excise Tax Fees and Building Permit Fees in an amount equal to the difference of (1) \$2,751,933, minus (2) amounts actually received as reimbursement for the Public Infrastructure Improvements. The Developer shall be one-hundred percent (100%) responsible for the balance of the reimbursable construction contract costs for the Public Infrastructure Improvements.

(ii) It is understood and agreed by and between the parties that the City shall not remit any reimbursement payment to the Developer which could cause the aggregate of payments under this agreement to the Developer to exceed \$2,751,933.

(iii) The parties understand and agree that reimbursement under this Agreement precludes the Developer from seeking waiver or reimbursement of Excise Tax Fees and Building Permit Fees, as defined or contemplated in the Development Agreement, to the extent, and expressly subject to, Developer's actual receipt of reimbursement hereunder exceeding \$2,751,933.

(iv) The Developer may request reimbursement for eligible costs incurred at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement may be submitted to the City monthly and shall be supported with invoices and documentation that its providers were paid in full for the work performed and all additional supporting documentation or information as may be required by the Missouri Department of Transportation (MoDOT) from time to time pursuant to the terms of the Program. The request for reimbursement must include a construction progress summary that includes an estimated percent complete, list of major items of work completed during the pay period and status of schedule.

(v) Upon receipt of a request for reimbursement from the Developer, the City shall submit such request, with required documentation, to the MoDOT for review and approval. Upon approval from MoDOT, and receipt of the requested reimbursement, the City shall remit payment to the Developer within thirty (30) days.

(vi) It is understood and agreed by and between the parties that construction of the Public Infrastructure Improvements and reimbursement under the Program may extend

beyond the date (December 31, 2024) established for reimbursement through Cost Share Funds (as defined in the Development Agreement) under the Development Agreement. The parties agree to extend the date of December 31, 2024, in Section 4.02 of the Development Agreement to December 31, 2025, provided, however, the Company (under the Development Agreement) may seek waiver of Excise Tax Fees and/or Building Permit Fees prior to such date, which granted waiver(s) will reduce the amount to be reimbursed through the Program on a dollar-for-dollar basis (i.e., in no event will Developer's aggregate receipt of reimbursement hereunder and waiver of Excise Tax Fees and Building Permit Fees exceed \$2,751,933).

5. **Rights of Way, Easements, and Permissions.** The work contemplated to be performed within this Agreement shall occur in the existing Right-of-Way, when possible. The work associated with the Public Infrastructure Improvements will require the obtaining of new right-of-way and/or easements from or on private property. The Developer, as part of this Agreement, agrees to obtain the required right-of-way and/or easement in order to facilitate the construction of the Public Infrastructure Improvements. Upon completion of the Public Infrastructure Improvements described above, the Developer shall dedicate any newly obtained rights-of-way to the City.

6. **Notices.** Any notice, demand, or other communication required or permitted by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States certified mail, return receipt requested, postage prepaid, nationally recognized overnight courier (e.g., FedEx), electronic delivery, or delivered personally; or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

(i) In the case of the Developer, to:
KCI Raymore South, LLC
Attn: Grant Harrison
4900 Main Street, Suite 400
Kansas City, Missouri 64112
Email: grant.harrison@vantrustre.com

(ii) In the case of the City, to:
The City of Raymore
Attn: City Manager
100 Municipal Circle
Raymore, Missouri 64083
Email: jfeuerborn@raymore.com

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

8. **Entire Agreement: Amendment.** The parties agree that this Agreement constitutes the entire agreement on the construction and reimbursement of the costs of the Public Infrastructure

Improvements through the Program. This Agreement shall only be amended in writing and effective when signed by the authorized agents of the parties.

9. **Assignment of Reimbursement Rights.** The Developer, with the written consent and approval of the City Manager, not to be unreasonably withheld, conditioned or delayed, shall have the right to assign the rights to reimbursement under this Agreement in order to effectuate the design and construction of the Public Infrastructure Improvements described herein.

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE CITY OF RAYMORE, MISSOURI

By: _____

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

KCI RAYMORE SOUTH, LLC

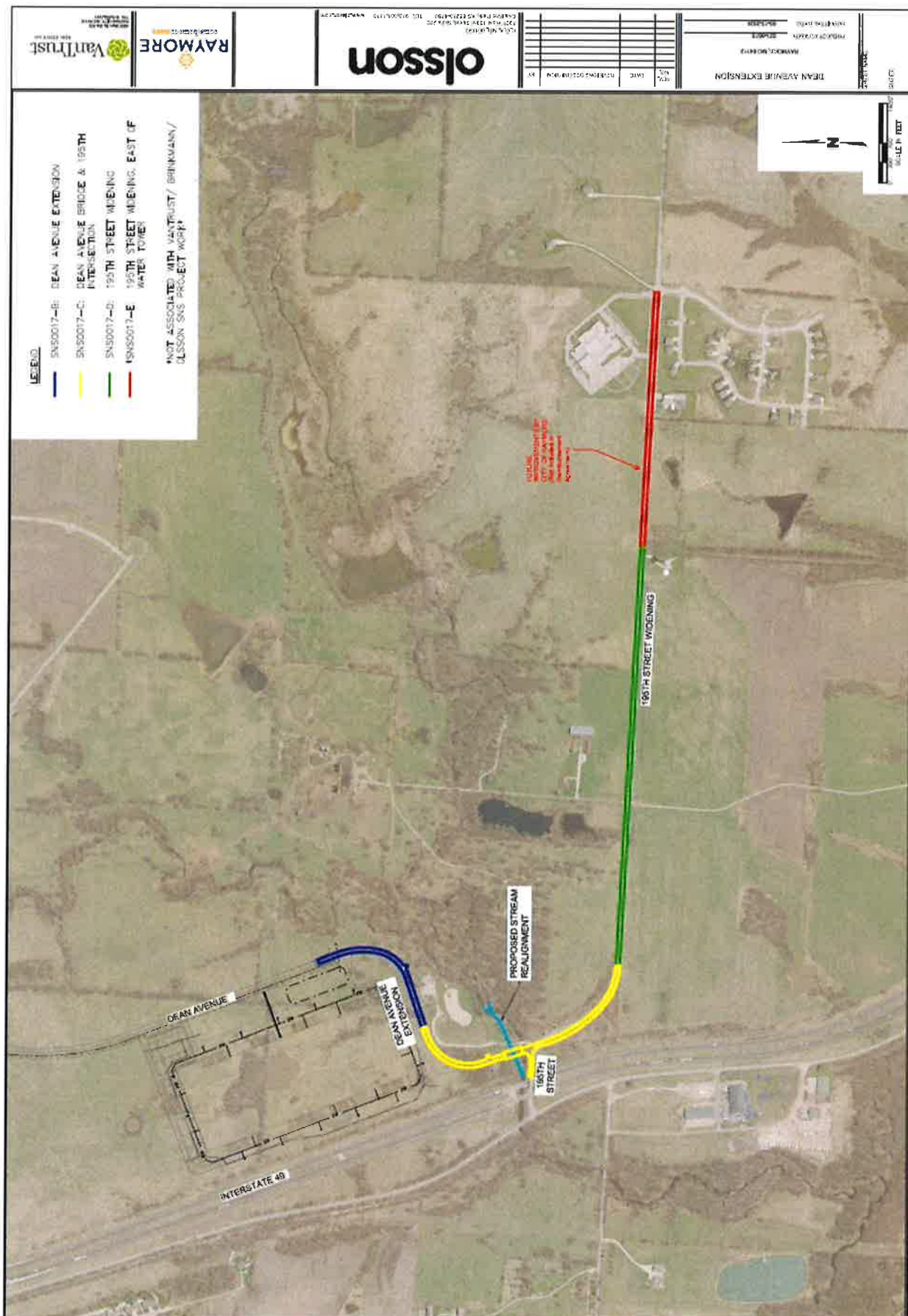
By:  _____

David M. Harrison, Manager

EXHIBIT A

PUBLIC INFRASTRUCTURE IMPROVEMENTS

[Attached.]



THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, AUGUST 19, 2024, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. 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 STAFF.

A. Proposed Fiscal Year 2025 Budget and Proposed 2025-2029 CIP

City Manager Jim Feuerborn presented the Proposed Budget and CIP to the Council for their review and consideration. The first reading and public hearing of the budget will be October 14, 2024. He answered questions from Council.

B. Other

The work session of the Raymore City Council adjourned at 8:02 p.m.