



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, September 23, 2024
6:00 PM

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations / Awards

- Proclamation - Missouri Good Neighbor Week

5. Personal Appearances

6. Staff Reports

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

7. Committee Reports

8. Consent Agenda

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

- A. City Council Meeting Minutes, September 9, 2024
- B. Resolution 24-25: Recreation Park Trail Repairs

Reference:
Resolution 24-25

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications. In addition, the Development Services and Public Works directors have inspected the site and found it to be in compliance with City of Raymore Code requirements.

C. Resolution 24-26: Country Lane Storm Inlet

Reference:
Resolution 24-26

The Public Works Director has determined that the project has been satisfactorily completed in accordance with the project specifications. In addition, the Development Services and Public Works directors have inspected the site and found it to be in compliance with City of Raymore Code requirements.

D. Resolution 24-27: Johnston Drive Extension

Reference:
Resolution 24-27

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications. In addition, the Development Services and Public Works directors have inspected the site and found it to be in compliance with City of Raymore Code requirements.

9. Unfinished Business - Second Reading

A. Intergovernmental Cooperative Agreement for Integrated Emergency Services

Reference:
Bill 3914
Agreement

Bill 3914 seeks approval to enter into an Intergovernmental Cooperative Agreement with the City of Harrisonville, the Cass County Sheriff's Office, the City of Belton, the City of Pleasant Hill, the City of Peculiar, and the Cass County Emergency Services Board for the provision of computer-aided dispatch services, integrated records management systems and jail management systems maintained by the Cass County Emergency Services Board. This will include the utilization of the CentralSquare Public Safety Pro Suite. The agreement will provide for the funding, operation, and administration of the Central Square software and equipment.

- City Council 09/09/2024: Approval, 8-0

10. New Business - First Reading

A. Evergy Franchise Agreement

Reference:

Bill 3912

Ordinance 23067

Ordinance 23068

Bill 3912 seeks approval for the City of Raymore and Evergy Missouri West to extend their franchise and authorization terms for an additional twenty (20) years. The agreement and terms match prior arrangements approved by the City in 2003. The franchise will allow Evergy Missouri West to construct, operate, and maintain all appropriate facilities for the provision of light, heat, and power within the city. In exchange for the franchise to operate within the city, Evergy Missouri West will pay a seven (7) percent franchise fee on all gross receipts for the provision of the electric services.

- No previous action on this item

B. Sunset Lane Acquisition/Settlement Agreement

Reference:

Bill 3913

Acquisition Agreement

Bill 3913 seeks approval of an acquisition agreement for necessary right-of-way and temporary construction easements from the Fred A. Ashbaugh IRA and the Fred and Susan Ashbaugh Trust. The right-of-way and temporary construction easements will allow for the completion of Sunset Lane from its current northern terminus to 163rd Street. Approval of Bill 3913 will also authorize payment of the acquisition costs of \$44,197.51 from the city to Mr. and Mrs. Ashbaugh, along with dismissal of the pending condemnation action filed in the Cass County Circuit Court.

- No previous action on this item

C. Award of Contract - Sunset Lane & Hawk Ridge Park Project

Reference:
Bill 3916
Contract

The Sunset Lane and Hawk Ridge Park Project involves the construction of approximately 3,109 feet of Sunset Lane and the grading and paving for a new plaza and paved parking lot at Hawk Ridge Park. Staff recommends award of contract to VF Anderson Builders.

- No previous action on this item

D. Award of Contract - Sidewalk Replacement Project

Reference:
Bill 3917
Map
Contract

The 2024 Sidewalk Replacement Project primarily includes removal and replacement of existing sidewalks and replacing/installing ADA Ramps. Staff recommends award of contract to INCO USA, LLC.

- No previous action on this item

E. Award of Contract - Memorial Park Bridges

Reference:
Bill 3915
Contract

Staff is presenting a contract award for the replacement of three bridges at Memorial Park along the Arboretum Trail as part of the overall trails replacement program. Staff is recommending award of contract to Terry Snelling Construction.

- Park Board, 09/10/2024: Approval 5-0

F. Middle Big Creek Phase 2 Improvement Financing

Reference:

Resolution 24-28

Resolution 24-28 seeks assent for the issuance of \$12,000,000 in additional revenue bonds by the Little Blue Valley Sewer District to complete improvements and expand service within the Middle Big Creek Sewer Sub-district.

- 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, 09/16/2024

Park Board Meeting Minutes, July 9, 2024

Park Board Meeting Minutes, August 13, 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.

PROCLAMATION

WHEREAS, research shows that neighborhoods are a vital factor in creating safe, healthy and inclusive communities; and,

WHEREAS, the vast majority of Americans do not know the name of their neighbors; and,

WHEREAS, research shows that developing positive neighbor relationships positively impacts physical health, mental health and life expectancy for individuals; and,

WHEREAS, knowing your neighbors has the power to build a safer, healthier and more inclusive community, and a social support system in your neighborhood; and,

WHEREAS, neighboring is an opportunity to be thankful for those living nearest us, a chance to be a blessing or generous, and an opportunity also to receive; and,

WHEREAS, we know to have good neighbors, you must first be a good neighbor yourself.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim the week of September 28 through October 4, 2024, as

MISSOURI GOOD NEIGHBOR WEEK

in the City of Raymore, Missouri, and ask the citizens of Raymore to join me in observing this week by introducing yourself to your neighbors, making an effort to get to know and celebrate your neighbors. I further encourage you to visit the Missouri Good Neighbor Week website to nominate an engaged neighbor and report your acts of neighboring kindness as part of the neighboring movement in Raymore.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 23rd day of September, 2024.

Kristofer P. Turnbow
Mayor of the City of Raymore



PUBLIC WORKS MONTHLY REPORT

September 2024

ENGINEERING DIVISION

Projects Under Construction

- Police Firing Range Improvements - The gate operator has been ordered and should be installed by the end of September.
- Johnston Drive Dean Avenue to Harmon Drive - Project is substantially complete
- Ward Road - Base asphalt is complete on all of Ward Road.
- 163rd Street Extension - Base asphalt has been completed.
- 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

- 13 City Hall Work Orders
- 5 Driveway Inspections
- 60 Final ROW Inspections
- 351 Locates
- 21 Service Requests
- 6 Sewer Inspections
- 5 Sidewalk Inspections
- 2 Curb Inspections
- 4 Water Taps
- 6 Water Inspections
- Entered completed backflow tests into our system
- Mowed firing range
- Routine mowing throughout city
- 58 Hwy weed control
- Meter activations
- Miscellaneous water and sewer service requests
- Customer service training
- Pulled readings for water stations
- New hire training
- Routine MDNR Water Samples
- Snow Operations Meetings / Prep.
- Lead Service Line Inventory for MDNR / EPA
- Repaired Traffic Signal at 58 / J Hwy
- Replaced 5 Sidewalk panels
- AT&T Line Locates (2 separate Crews in Town)
- Comcast Line Locates
- Investigate water leak by CVS

- Completed Pothole Patching on Prairie Ln. (6 Tons of asphalt used)
- Started Pothole Patching on E. Lucy Webb (4 Tons of asphalt used to far)
- Paint Crosswalk on Old Mill Rd and S. Foxridge for Stonegate Elementary.
- Completed 2 Sewer Complaint Service Requests
- Hydrant Flow test at Grant / Washington
- Dirt work around sidewalks
- Hydrant Flushing Program
- Roadside Mowing
- Equipment Maintenance
- Station Readings

MONTHLY REPORT

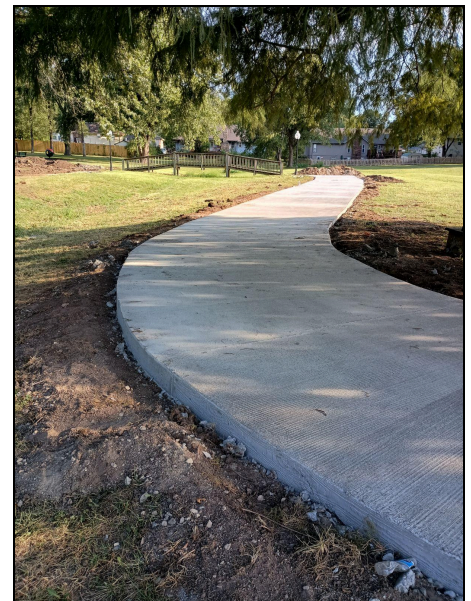
September 2024

Monthly Highlights

- **Raymore Farmers Market, 4-7 p.m., LAST DAY OF THE YEAR - SEPTEMBER 24 - at Centerview's lot and lawn, 227 Municipal Circle.**
- **Early bird registration for the Paws & Pumpkins 5K ends soon!** [Click here](#) to register for the 5K on Saturday, Oct. 26 at Hawk Ridge Park.
- **Trucktober Fest, 5:30-8:30 p.m., Friday, October 4 at T.B. Hanna Station.** Games - Music - Food! Picnic tables are limited. Bring a chair or picnic blanket and enjoy an evening at the park.

Monthly Activities

- Parks and Recreation staff met in preparation for the Friday Food Fest on August 30th and discussed the upcoming Paws & Pumpkins 5K and the 21st Annual Walter Buck Memorial Fishing Derby.
- Parks and Recreation staff sorted soccer uniforms and distributed them to coaches.
- Fall Soccer games began on Saturday, Sept. 7.
- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo held a project meeting for the Recreation Park Disc Golf course project.
- Park Maintenance staff prepared the Big Green Athletic Complex at Recreation Park. New nets were installed on the soccer goals and both the soccer fields and flag football fields were painted for the fall season.
- Parks Superintendent Steve Rulo attended the Recreation & Parks Advisory Committee meeting at the Midwest Public Risk office.
- The Memorial Park trails project continues as contractors form and pour new sections of the trail. Please be courteous to the contractors working and be safe while using the trail during our replacement project.
- Parks and Recreation Director Nathan Musteen attended the bid opening for the Memorial Park walking bridge replacement project. The three walking bridges at Memorial Park are scheduled to be replaced over the winter after the trail project is finished.
- Athletic Coordinator Nick Cook held a referee meeting for soccer officials ahead of the fall soccer season.



- Tiny soccer program began September 7th at at Recreation Park. Each class is full to maximum capacity.
- Athletic Coordinator Nick Cook and Recreation Coordinator Cecilia Walther attended the Kansas City Metro Programmers Group meeting in Bonner Springs, Kansas.
- Park Maintenance painted soccer fields for the start of the fall soccer season.
- Park Maintenance seeded and filled in holes on the flag football fields at Recreation Park.
- Recreation Coordinator Cecilia Walther met with Artisan Branding to discuss dog medals for the Paws and Pumpkins 5K scheduled for Oct. 26.
- Recreation Coordinator Cecilia Walther met with Vanity Fur about their participation in the Paws and Pumpkins 5K.
- Park maintenance prepared baseball and softball fields for the start of the fall baseball & softball season.
- Parks & Recreation Director Nathan Musteen and Economic Development Director Jordan Lea won the "How Well Do You Know KC?" game hosted by the Mid-America Regional Council (MARC) while attending Heartland Certified Public Manager Program presented by the University of Kansas Public Management Center. Recreation Superintendent Todd Brennon also attended the Heartland Certified Public Manager Program but Todd didn't win anything.
- All fall sports are now in session. Recreation park hosted 18 youth baseball and softball games, 13 flag football games, 21 soccer games and 10 volleyball games the first weekend.
- Park Superintendent Steve Rulo met with Wil-Pav Inc. to review the trail replacement program in The Arboretum at Memorial Park.
- Recreation Coordinator Cecilia Walther met with KC Book Beat to discuss collaboration ideas.
- Recreation Coordinator Cecilia Walther ordered dog tag medals for the upcoming [Paws & Pumpkins 5K](#) event.
- The Parks and Recreation Board met in special session on Tuesday, September 10th. Topics of discussion included two items related to park land dedication and approval of a contract to replace the bridges at Memorial Park.



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.
- Contract Award for the Memorial Park walking bridges replacement project is recommended by the Park Board.
- Hawk Ridge Park east parking lot is out to bid
- The RAC is nearing completion





"Hey guys, just wanted to share a selfie from my run at Hawk Ridge Park and say you should sign up for the Paws & Pumpkins 5K. I will be there wearing my favorite costume (it's a surprise) and hope to see you there!"

Cash, 4, fitness influencer

Don't miss out!
<https://buff.ly/3M44OBN>
through Sept. 20



Monday, Nov. 11
Event starts at 4 p.m.
Dinner at 5 p.m.

Join us in celebrating and thanking our veterans at this free event. This celebration will include dinner, entertainment & our new Honor Wall display.

Our Honor Wall will feature pictures and bios from our veterans and will be available to view from Monday, Nov. 11 until Friday, Nov. 15 in Centerview's Room A during normal business hours.

Honor Bricks, an engraved brick with a veteran's name and years of service, will be gifted to any veteran free of charge (after completion of our form) and will be unveiled later this spring. Donations will be accepted to fund Honor Bricks.

To have your loved veteran be featured on our Honor Wall or receive an Honor Brick, please complete our form by Nov. 1. [Complete the form here](#) or online at www.raymore.com.

FINANCE MONTHLY REPORT

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

August Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

83.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 91.25% 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 97.72%. Staff expects this revenue source to come in slightly below budget.
- Franchise Tax revenues are tracking slightly below straight line budget at 81.64%. 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 85.59%. City sales taxes are at 84.05% while state shared gasoline and vehicle taxes are at 90.36%.
- Fees and Permit revenues collected in total are tracking above straight line budget at 128.23%. Residential building permits are above straight line budget at 230.69%. There are 69 detached single family and 104 attached single family residential building permits issued out of the 135 budgeted starts. In addition, we have issued 32 commercial building permits.
- License revenues collected are tracking above straight line budget at 104.55%. 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 fall 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 103.55%. 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 89.39% 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 87.38% 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 80.71% of budget 83.33% of the way through 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 83.19% 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	7,419.34	1,944,695.24	0.00	45,349.76	97.72
FRANCHISE TAXES	0.00	0.00	0.00	2,539,710.00	256,394.35	2,073,460.10	0.00	466,249.90	81.64
SALES TAXES	0.00	0.00	0.00	4,707,891.00	433,746.15	4,029,663.94	0.00	678,227.06	85.59
FEES AND PERMITS	0.00	0.00	0.00	645,897.00	282,773.27	828,213.45	0.00	(182,316.45)	128.23
LICENSES	0.00	0.00	0.00	128,292.00	3,417.50	134,124.00	0.00	(5,832.00)	104.55
MUNICIPAL COURT	0.00	0.00	0.00	272,574.00	35,513.61	282,240.72	0.00	(9,666.72)	103.55
MISCELLANEOUS	0.00	0.00	0.00	737,377.00	51,826.54	726,931.30	0.00	10,445.70	98.58
TRANSFERS - INTERFUND	0.00	0.00	0.00	2,093,890.00	154,680.34	1,949,003.40	0.00	144,886.60	93.08
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	13,115,676.00	1,225,771.10	11,968,332.15	0.00	1,147,343.85	91.25
COVID-19									
TOTAL REVENUES	0.00	0.00	0.00	13,115,676.00	1,225,771.10	11,968,332.15	0.00	1,147,343.85	91.25
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	373,400.00	31,116.67	3,205,485.31	0.00	(2,832,085.31)	858.46
ADMINISTRATION	12,500.00	0.00	12,500.00	1,433,703.46	109,720.88	1,264,678.75	16,969.40	152,055.31	89.39
INFORMATION TECHNOLOGY	6,270.88	780.00	5,490.88	768,889.40	66,370.90	672,035.70	15,725.10	81,128.60	89.45
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	168,601.00	16,577.55	137,261.18	635.42	30,704.40	81.79
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	845,427.60	89,378.78	669,570.71	3,208.78	172,648.11	79.58
ENGINEERING	0.00	0.00	0.00	494,015.60	54,557.02	420,493.29	768.33	72,753.98	85.27
STREETS	1,100.01	1,100.00	0.01	897,094.32	66,152.12	705,432.54	90,994.96	100,666.82	88.78
BUILDING & GROUNDS	0.00	0.00	0.00	408,592.00	29,961.61	291,189.58	4,662.09	112,740.33	72.41
STORMWATER	0.00	0.00	0.00	367,466.00	28,994.92	222,590.55	641.63	144,233.82	60.75
COURT	0.00	0.00	0.00	173,948.00	21,544.99	149,176.52	1,455.57	23,315.91	86.60
FINANCE	0.00	0.00	0.00	900,306.92	83,697.37	780,808.35	5,922.10	113,576.47	87.38
COMMUNICATIONS	0.00	0.00	0.00	238,283.00	24,835.28	212,685.66	3,219.69	22,377.65	90.61
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	4,500.00	19,500.00	2,250.00	2,650.00	89.14
POLICE	7,271.30	7,271.30	0.00	4,868,348.08	554,011.04	4,185,994.39	3,031.95	679,321.74	86.05
EMERGENCY MANAGEMENT	0.00	0.00	0.00	136,470.00	13,022.98	107,458.25	521.05	28,490.70	79.12
TOTAL EXPENDITURES	27,142.19	9,151.30	17,990.89	12,098,945.38	1,194,442.11	13,044,360.78	150,006.07	(1,095,421.47)	109.05
REVENUES OVER/(UNDER) EXPENDITURES	(27,142.19)	9,151.30	(17,990.89)	1,016,730.62	31,328.99	(1,076,028.63)	(150,006.07)	2,242,765.32	120.59-

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	1,997.15	523,401.34	0.00	20,853.66	96.17
MISCELLANEOUS	0.00	0.00	0.00	32,896.00	2,371.31	18,333.96	0.00	14,562.04	55.73
FACILITY RENTAL REVENUE	0.00	0.00	0.00	17,575.00	1,467.50	12,067.50	0.00	5,507.50	68.66
TRANSFERS - INTERFUND	0.00	0.00	0.00	650,000.00	54,166.67	541,666.70	0.00	108,333.30	83.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,244,726.00	60,002.63	1,095,469.50	0.00	149,256.50	88.01
RECREATION DIVISION									
CONCESSION REVENUE	0.00	0.00	0.00	62,000.00	117.00	18,614.81	0.00	43,385.19	30.02
FACILITY RENTAL REVENUE	0.00	0.00	0.00	33,560.00	1,175.00	9,387.00	0.00	24,173.00	27.97
PROGRAM REVENUE	0.00	0.00	0.00	273,225.00	23,895.00	243,663.50 (	95.00)	29,656.50	89.15
TOTAL RECREATION DIVISION	0.00	0.00	0.00	368,785.00	25,187.00	271,665.31 (	95.00)	97,214.69	73.64
CENTERVIEW									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	79,050.00	4,382.50	50,422.25	0.00	28,627.75	63.79
PROGRAM REVENUE	0.00	0.00	0.00	9,760.00	2,240.00	7,788.50	0.00	1,971.50	79.80
TOTAL CENTERVIEW	0.00	0.00	0.00	88,810.00	6,622.50	58,210.75	0.00	30,599.25	65.55
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	345.00	11,973.00	0.00	4,852.00	71.16
PROGRAM REVENUE	0.00	0.00	0.00	219,425.00	12,935.00	131,148.00 (	95.00)	88,372.00	59.73
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	240,755.00	13,280.00	143,121.00 (	95.00)	97,729.00	59.41
TOTAL REVENUES	0.00	0.00	0.00	1,943,076.00	105,092.13	1,568,466.56 (	190.00)	374,799.44	80.71
EXPENDITURE SUMMARY									
PARKS DIVISION	0.00	0.00	0.00	1,104,449.49	117,385.72	909,301.59	10,586.78	184,561.12	83.29
RECREATION DIVISION	0.00	0.00	0.00	380,001.50	31,976.59	327,386.09	3,473.99	49,141.42	87.07
CENTERVIEW	0.00	0.00	0.00	141,134.96	7,273.78	83,621.46	2,698.91	54,814.59	61.16
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	301,166.54	52,366.12	272,768.12	4,003.83	24,394.59	91.90
TOTAL EXPENDITURES	0.00	0.00	0.00	1,926,752.49	209,002.21	1,593,077.26	20,763.51	312,911.72	83.76
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	16,323.51	(103,910.08	(24,610.70) (	20,953.51)	61,887.72	279.13-

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	24,515.03	161,047.79	0.00	1,252.21	99.23
UTILITY REVENUE	0.00	0.00	0.00	10,662,539.00	1,102,377.20	8,844,594.16	0.00	1,817,944.84	82.95
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	10,824,839.00	1,126,892.23	9,005,641.95	0.00	1,819,197.05	83.19
COVID-19									
SRF SEWER BONDS									
TOTAL REVENUES	0.00	0.00	0.00	10,824,839.00	1,126,892.23	9,005,641.95	0.00	1,819,197.05	83.19
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	500,000.00	0.00	100,000.00	83.33
WATER	14,882.30	14,882.30	0.00	4,102,849.50	404,618.93	2,961,823.67	2,079.22	1,138,946.61	72.24
SEWER	0.00	0.00	0.00	4,289,702.50	210,468.42	3,099,952.84	15,247.62	1,174,502.04	72.62
SOLID WASTE	0.00	0.00	0.00	2,107,197.00	179,626.01	1,586,588.75	0.00	520,608.25	75.29
TOTAL EXPENDITURES	14,882.30	14,882.30	0.00	11,099,749.00	844,713.36	8,148,365.26	17,326.84	2,934,056.90	73.57
REVENUES OVER/(UNDER) EXPENDITURES	(14,882.30)	14,882.30	0.00	(274,910.00)	282,178.87	857,276.69	(17,326.84)	(1,114,859.85)	305.54-

Investment Monthly Report

Investments Held at 08/31/2024

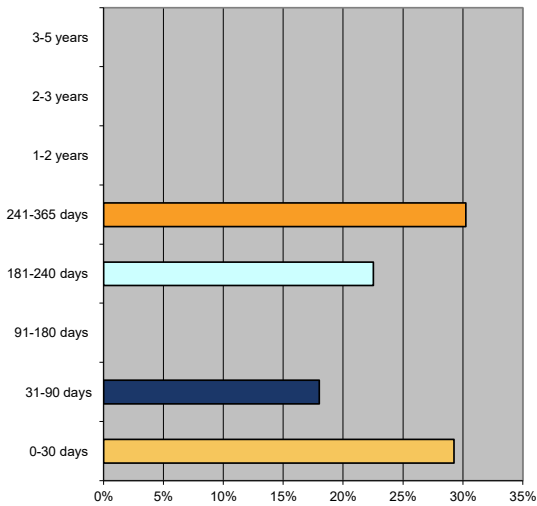
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*	Premium (Discount)
12/21/23	910088	CBR	CD		12/21/24	2,000,000.00	2,000,000.00	5.1000	2,000,000.00	NA
12/21/23	910104	CBR	CD		12/21/24	2,000,000.00	2,000,000.00	5.1000	2,000,000.00	NA
10/18/12		MOSIP	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
08/14/19	901472	CBR	CD	Fund 50	08/25/25	717,373.06	717,373.06	4.1500	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	NA
03/20/24		NASB	CD		03/20/25	2,500,000.00	2,500,000.00	5.2500	2,500,000.00	NA
08/08/24	296024665	COMMERCE	US TREASURY		08/07/25	2,000,267.55	2,089,000.00	4.4120	2,000,267.55	(88,732.45)
08/08/24	296024664	COMMERCE	US TREASURY		08/07/25	4,000,535.10	4,178,000.00	4.4120	4,000,535.10	(177,464.90)
Investment Total						22,213,196.24	22,584,403.18		22,213,196.24	(371,206.94)

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

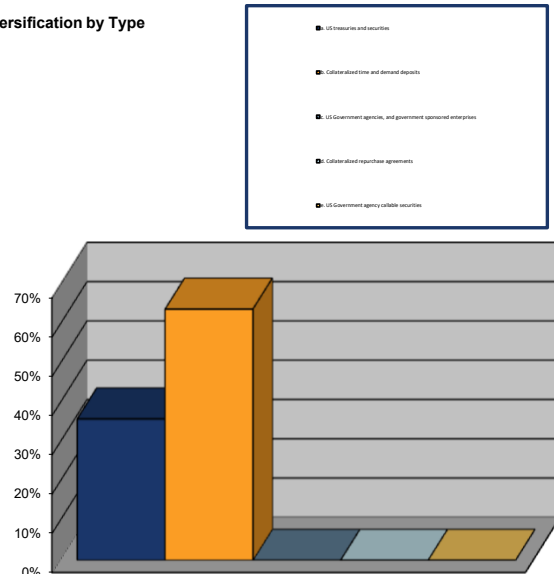
Average Annual Rate of Return: 4.7463

** 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
08/10/23	296022721	COMMERCE	US TREASURY	JUSTICE CENTER	08/08/24	5,566,817.29	5,859,000.00	5.2100	364.00
08/10/23	296022720	COMMERCE	US TREASURY		08/08/24	2,061,784.18	2,170,000.00	5.2100	364.00

Average Rate of Return on Maturities: 5.21

August 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)	\$4,828.56	\$4,524.64	09/30/24
State & Community Hwy. Safety Grant - HMV (Oct. 2023 - Sept. 2024)	MoDOT (Traffic & Hwy. Safety Division)	\$5,750 (no match)	\$5,820.40	\$3,236.28	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
--------------------	---------	-----------------------------	----------------------------------	---------------------------------------	----------------

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, SEPTEMBER 9, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

Mayor Pro Tem Holman called the meeting to order at 6:00 p.m.

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business. Mayor Turnbow was absent.

3. Pledge of Allegiance

4. Presentation/Awards

Mayor Pro Tem Holman presented proclamations for Constitution Week to the Little Blue River and the Prairie Chapters of the Daughters of the Revolution.

5. Personal Appearances

6. Staff Reports

Assistant City Manager Ryan Murdock stated Emergency Management Director Tim Baldwin completed the biannual review of our local emergency operations plan and will be brought to Council for approval again later this year. He announced Mr. Baldwin was chosen to speak at the IAEM Annual Conference in Colorado Springs on the need to recruit individuals beyond fire and police officials into the profession.

City Manager Jim Feuerborn announced items for the September 16 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, August 26, 2024

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye

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

9. Unfinished Business

A. Infrastructure Reimbursement Agreement

BILL 3911: "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."

City Clerk Erica Hill conducted the second reading of Bill 3911 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Barber to approve the second reading of Bill 3911 by title only.

DISCUSSION: None

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

Mayor Pro Tem Holman announced the motion carried and declared Bill 3911 as **Raymore City Ordinance 2024-041.**

10. New Business

A. Intergovernmental Cooperative Agreement for Integrated Emergency Services

BILL 3914: "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR FUNDING, OPERATION, AND ADMINISTRATION OF AN INTEGRATED PUBLIC SAFETY SOFTWARE SYSTEM."

City Clerk Erica Hill conducted the first reading of Bill 3914 by title only.

City Attorney Jonathan Zerr reviewed the staff report included in the Council packet. Bill 3914 seeks approval to enter into an Intergovernmental Cooperative Agreement with the City of Harrisonville, the Cass County Sheriff's Office, the City of Belton, the City of Pleasant Hill, the City of Peculiar, and the Cass County Emergency Services Board (ESB) for the provision of computer-aided dispatch services, integrated records management systems and jail management systems maintained by the ESB. This will include the utilization of the CentralSquare Public Safety Pro Suite. The agreement will provide for the funding, operation, and administration of the CentralSquare software and equipment. City Manager Jim Feuerborn answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Barber to approve the first reading of Bill 3914 by title only.

DISCUSSION: None

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

11. Public Comment

12. Mayor/Council Communication

Councilmembers thanked Public Works for the work on the streets, noted the trails in Raymore, recognized the Constitution Week proclamations, urged citizens to remember 9/11, provided reminders of upcoming events, reviewed the potential dollar amount that would be been saved by citizens as discussed in the previous meeting regarding the levy, recognized retired police officer Mike Wilson for attending the meeting, and congratulated Mr. Baldwin on being selected to speak at the IAEM Annual Conference.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye

Councilmember Circo	Aye
Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Aye

The regular meeting of the Raymore Council adjourned at 6:30 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 24-25

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE RECREATION PARK TRAIL REPAIRS PROJECT."

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

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

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

Section 1. Recreation Park Trail Repairs Project is accepted.

Section 2. The final payment in the amount of \$5,564.35 is approved.

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

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

DULY READ AND PASSED THIS 23RD 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

RESOLUTION 24-26

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE COUNTRY LANE STORM INLET REPAIRS PROJECT."

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

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

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

Section 1. Country Lane Storm Inlet Repairs Project is accepted.

Section 2. The final payment in the amount of \$1,714.30 is approved.

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

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

DULY READ AND PASSED THIS 23RD 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

RESOLUTION 24-27

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE JOHNSTON DRIVE EXTENSION PROJECT."

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

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

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

Section 1. Johnston Drive Extension Project is accepted.

Section 2. The final payment in the amount of \$6,066.07 is approved.

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

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

DULY READ AND PASSED THIS 23RD 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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 9/9/2024

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Intergovernmental Cooperative Agreement for Integrated Emergency Services

STRATEGIC PLAN GOAL / STRATEGY

Goal 2.1.2 Enhance and strengthen emergency preparedness response and recovery

FINANCIAL IMPACT

Award To: Cass County Emergency
Amount of Request/Contract: \$86,179.05
Amount Budgeted:
Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
9/30/2024

Estimated End Date
9/30/2029

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3914
2. Agreement

BACKGROUND / JUSTIFICATION

Bill 3914 seeks authorization to enter into an Intergovernmental Cooperative Agreement with the City of Harrisonville, Missouri, the Cass County Sheriff's Office, the City of Belton, Missouri, the City of Peculiar, Missouri, and the Cass County Emergency Services Board

(ESB) to purchase an integrated public safety software system for computer-aided dispatch, records management, and a jail management system.

The ESB provides a consolidated software for central dispatching of law enforcement, fire protection, and emergency ambulance services, including emergency telephone services to participating municipalities and emergency responder agencies within Cass County, Missouri. The ESB has representatives from each of the participating entities to identify the ongoing inter-agency technology needs, including the benefits of computer-aided dispatch, records management, and jail management.

The ESB and participating agencies have identified CentralSquare's Public Safety Pro Suite (CentralSquare Suite) to provide the above-referenced technology. The CentralSquare Suite will include acquisition of both the software license subscriptions as well as corresponding computer hardware at a total cost of \$353,495.97 (Purchase Price).

The Purchase Price will be paid for by the ESB and each of the participating agencies over a five-year period. The parties have determined that it is in their best interest to enter into an agreement for the funding, operation, and administration of the CentralSquare Suite and associated Purchase Price for the same. Bill 3914 seeks approval to enter into that agreement and to fund the same.

Under the agreement, Raymore will be responsible for a total of \$86,179.05 to be paid in installments of \$17,235.81 per year for five years.

"AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR FUNDING, OPERATION, AND ADMINISTRATION OF AN INTEGRATED PUBLIC SAFETY SOFTWARE SYSTEM."

WHEREAS, the City of Harrisonville, Missouri, the Cass County Sheriff's Office, the City of Belton, Missouri, the City of Pleasant Hill, Missouri, the City of Peculiar Missouri, and the City of Raymore, Missouri are all participating agencies (the "Agencies") in the Cass County Emergency Services Board (the "ESB"); and,

WHEREAS, the ESB provides central dispatching of law enforcement, fire protection, and emergency ambulance services, including emergency telephone services within multi-jurisdictions of Cass County; and,

WHEREAS, the ESB and representatives of the Agencies have identified a need for technology to better serve the residents of Cass County, including an integrated public safety software system consisting of computer-aided dispatch, records management, and jail management; and,

WHEREAS, the ESB and the Agencies have selected CentralSquare's Public Safety Pro Suite , including both software licenses and corresponding computer hardware to provide the needed technology; and

WHEREAS, the parties have determined that it is in their best interests to enter into a written intergovernmental cooperative agreement ("Agreement") for the funding, operation, and administration of the Central Square Public Safety Pro Suite.

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

Section 1. Approval of Agreement. The Agreement is hereby approved a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 2. Authorization for Execution. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City pursuant to Section 4.4(e) of the Charter.

Section 3. Authorization for Implementation and Payment. The City Manager is authorized and directed to take all necessary steps under the Agreement to implement its terms including the payment of up to Eighty-Six Thousand One Hundred Seventy-Nine and 05/100 Dollars (\$86,179.05) to the ESB for purchase of necessary hardware and software licenses from CentralSquare.

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 9TH DAY OF SEPTEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement ("Agreement") is made by and between the City of Harrisonville, Missouri ("Harrisonville"); the Cass County Sheriff's Office ("Sheriff's Office"); the City of Belton, Missouri ("Belton"); the City of Pleasant Hill, Missouri ("Pleasant Hill"); the City of Peculiar, Missouri ("Peculiar"); the City of Raymore, Missouri ("Raymore"); and the Cass County Emergency Services Board ("ESB") (collectively, a "Party" or the "Parties"). The Parties, excepting the ESB, are sometimes referred to collectively as the "Agencies" or singularly as an "Agency."

WHEREAS, the ESB is responsible for providing consolidated software for central dispatching of law enforcement, fire protection, emergency ambulance service, including emergency telephone services, and other emergency services; and

WHEREAS, the Parties desire to use an integrated public safety software system consisting of computer-aided dispatch ("CAD"), records management system ("RMS"), and jail management system ("JMS"); and

WHEREAS, the ESB and Agencies selected CentralSquare's Public Safety Pro Suite to provide the integrated CAD, RMS, and JMS (the "Software Suite"); and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to provide for the funding, operation, and administration of the Software Suite.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the Parties understand and agree as follows:

1. **Purpose.** The purpose of this Agreement is to share certain public safety operations resources by and between the Parties. These resources include public safety hardware, software and other support services. This Agreement is intended to benefit the citizens of Cass County by improving delivery of E911 services, improving efficiency of public safety operations, and standardizing data among the Parties.
2. **Technology Provider.** The ESB selected the proposal of CentralSquare Technologies by adoption of Resolution No. 22-008 on June 22, 2022, following a request for proposals process. The Parties agree to CentralSquare Technologies as the Software Suite vendor. CentralSquare will provide the servers necessary for the Software Suite. CentralSquare retains ownership of the Pro hardware servers which comprise the Software Suite. Equipment currently owned by a Party will remain the property and responsibility of that Party.
3. **Timeframe.** The ESB/CentralSquare agreement establishes a 5-year annual subscription-based pricing model for which CentralSquare provides a fully managed-service approach to the Software Suite as a whole, foregoing standard limited warranties in favor of full support and maintenance on an ongoing basis. Accordingly, this Agreement is intended to

be in effect for 5 years. The **Parties** agree to meet at the end of the 3rd year following the Software Suite's "Go Live" date to begin discussing possible solutions for needed integrated public safety software system at the end of the 5 years. Nothing prevents the **Parties** from meeting sooner.

4. **Cost-Sharing**

- a. The cost breakdown for the Software Suite is as follows:
 - i. Annual subscription - \$353,495.97.
- b. The **Parties** agree to share in the annual subscription amount (an amount due each year for 5 years) as follows:
 - i. ESB - \$204,437.87;
 - ii. Belton - \$27,257.98;
 - iii. Sheriff's Office - \$73,410.73;
 - iv. Harrisonville - \$11,262.25;
 - v. Pleasant Hill - \$7,501.59;
 - vi. Raymore - \$17,235.81;
 - vii. Peculiar - \$6,155.70.
- c. The **ESB** will pay all amounts due CentralSquare under the agreement between the **ESB** and CentralSquare. The **ESB** will then submit invoices to the **Agencies** for reimbursement of their respective amount as provided in the Cost section. The **Agencies** agree to pay such invoiced amounts within 90 days. The **Agencies'** reimbursement obligations are subject to annual appropriations, provided that each **Agency** agrees that it will take all steps necessary to seek appropriations, to the extent permitted by law, each year, by including such budget requests in the budget submission to its respective governing body. If an **Agency** does not appropriate funds for the ensuring fiscal year, then the **Agency** shall pay to the **ESB** a termination fee equal to its annual subscription amount for each of the remaining 5 years.
- d. Each **Agency** will be financially responsible for services, materials, software, hardware, equipment, or conversions which it may request that is beyond what is contained in the agreement approved by the **ESB** with CentralSquare pursuant to Resolution No. 22-008. The **ESB** is not obligated to incur expenses related to such requests without first entering into a reimbursement agreement with the **Agency**.

- e. The ESB shall hear and decide upon proposals from any user of the Software Suite to add software programs and hardware which directly interface and/or pull data and which *do not* impact a global change.

5. **Additional Provisions.**

- a. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Missouri.
- b. **Relationship.** The Parties and each of them and their officers, employees, agents, and assigns are neither employed nor contracted as officers, agents, or employees of any other Party.
- c. **Further Acts.** The Parties shall do and perform such other and further acts, and sign any further documents, as are reasonably necessary so as to effectuate their intentions as herein expressed.
- d. **No Third-Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary, decree, or otherwise.
- e. **Notice.** Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed provided if delivered in person, sent by email with read receipt, sent by facsimile, or sent by U.S. Mail with delivery confirmation to the Party's City Hall (in the case of cities), Cass County Sheriff's Office, or offices of the ESB, as the case may be, and to the attention of the Agency's Software Suite Coordinator or ESB Executive Director, as the case may be.
- f. **Modification.** This Agreement may not be modified or amended except in writing when mutually agreed to and accepted by the Parties to this Agreement.
- g. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject described herein.
- h. **Severability.** In the event any of the provisions herein contained shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid, or unenforceable provision was not contained herein. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the agreement shall continue in full force and effect and the Parties may renegotiate the terms affected by the severance.
- i. **Counterpart Signatures.** This Agreement may be executed in any number of counterparts and when so executed shall be deemed an original, and all of which

together shall constitute one and the same instrument. Hand signatures transmitted by fax or electronic mail in portable document format (PDF), or similar format, are also permitted as binding signatures to this Agreement.

- j. Effective Date. The Effective Date of this Agreement is the last day signed by all Parties.

IN WITNESS WHEREOF, the **Parties** have signed their names as of the Effective Date.

[Remainder of page intentionally left blank]

City of Harrisonville, Missouri

By: _____

Date: _____

Attest:

By: _____

Cass County Sheriff's Office

By: _____

Date: _____

Attest:

By: _____

Approved by Cass County Commission:

Bob Huston
Presiding Commissioner

ATTEST:

Jeff Fletcher
County Clerk

City of Belton, Missouri

By: _____

Date: _____

Attest:

By: _____

Cass County Emergency Services Board

By: Kristofer P. Spaulow
Chairman, CCESB

Date: 8/21/2024

Attest:

By: MARIE BEAUCHAMP *MB*
EXECUTIVE DIRECTOR, CCESB

City of Pleasant Hill, Missouri

By: Shelby Teufel
Shelby Teufel, City Administrator

Date: 8.12.24

Attest:

By: Judie Wasson
Judie Wasson, City Clerk

City of Raymore, Missouri

By: _____

Date: _____

Attest:

By: _____

City of Peculiar, Missouri

By: _____

Doug Stark, Mayor

Date: August 20, 2024

Attest:

By: Melissa Paith
Melissa Paith, Deputy City Clerk





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 9/23/2024

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Evergy Franchise Agreement

STRATEGIC PLAN GOAL / STRATEGY

3.3.4 Ensure capital improvements, City plans and City regulations support economic development priorities

FINANCIAL IMPACT

Award To:	Evergy Missouri West
Amount of Request/Contract:	N/A
Amount Budgeted:	N/A
Funding Source/Account:	N/A

PROJECT TIMELINE

Estimated Start Date
10/14/2024

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3912
2. Ordinance 23067
3. Ordinance 23068

BACKGROUND / JUSTIFICATION

Evergy Missouri West is certificated to provide electric utility services within a jurisdictional boundary that includes the City of Raymore. Under prior ordinances (most recently adopted and approved in 2003) the City of Raymore and Evergy Missouri West have enjoyed the benefits of a franchise agreement allowing for the City to receive a seven (7) percent franchise fee payment by Evergy Missouri West on all aggregate gross receipts collected from electric utility services provided within the boundaries of the City. In exchange for the franchise fee payment, Evergy Missouri West is allowed to construct, operate and maintain all of the appropriate facilities for providing the electric utility services including transmission lines, conduits, overhead and underground wires, cables, poles, buildings, structures, and machinery. Evergy Missouri West is also granted access for the use of streets, alleys and all other public places of the City in both the present and future boundaries of the City.

The current franchise agreement between the City of Raymore and Evergy Missouri West is set to expire. The proposed franchise presented by Bill 3912 would extend the terms of the agreement for another twenty (20) years from the effective date.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, GRANTING EVERGY MISSOURI WEST, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE AND AUTHORIZATION TO CONSTRUCT, OPERATE AND MAINTAIN ALL APPROPRIATE FACILITIES FOR CARRYING ON A LIGHT, HEAT AND POWER BUSINESS, GRANTING THE RIGHT TO USE THE STREETS, ALLEYS AND ALL OTHER PUBLIC PLACES OF THE CITY WITHIN THE PRESENT OR FUTURE CERTIFICATED SERVICE TERRITORY OF THE COMPANY THEREFORE, AND PRESCRIBING THE TERMS AND CONDITIONS OF SUCH AUTHORIZATION."

WHEREAS, Evergy Missouri West (herein called the Company) is a corporation organized and duly incorporated under the laws of the State of Missouri for the purpose of carrying on a light, heat and power business, and is presently engaged in generation, transmission, distribution and sale of electric power and energy; and,

WHEREAS, the City of Raymore, Missouri (herein called the City) and the Company desire that the Company furnish power and energy to consumers thereof located within those portions of the present and future corporate limits of the City as may then be located within the certificated service territory of the Company.

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

Section 1. Grant of Franchise. In consideration of the benefits to be derived by the City and the inhabitants thereof from the acquisition, construction, operation and maintenance of an electric system and the supplying of electric power and energy to the public, there is hereby granted to the Company and to its successors and assigns, for the term of twenty (20) years from the effective date hereof, a franchise and authority to acquire, construct, operate and maintain within the existing and any future extended corporate limits of the City, as may then be located within the certificated service territory of the Company, all appropriate facilities and plants for carrying on a light, heat and power business and all other operations connected therewith or incident thereto for the purpose of supplying electric or other power and energy in such forms as may be reasonably required for domestic, commercial, industrial, municipal and other purposes within the city and other areas within the Company's then certificated service territory, to produce and supply such power and energy by manufacture, generation, purchase or otherwise, and to transmit and distribute same by means of underground or overhead lines or otherwise, and for any or all said purposes it is authorized to (i) construct conduits or other underground facilities for the installation and protection of its underground wires, pipes and cables, and place poles, lamp posts, guys, anchors and other facilities in, and locate its overhead and underground wires, pipes, cables and street lights in, on, over, under, along and across all streets, alleys, avenues, bridges, parks, parking and

other existing and any future public places, including dedicated easements, (ii) construct, erect and maintain all buildings, machinery and attachments of any and every kind for any and all of said purposes, (iii) enter upon any and all of said public places within the corporate limits of the City as they now exist or may hereafter be opened, widened, extended, laid out and established, including any other territory hereafter added thereto or coming under the City's jurisdiction, and (iv) to trim trees upon and overhanging such public places and make such excavations thereon, all as may be appropriate for the construction, operation, maintenance, repair, replacement and removal of the Company's facilities and plants.

Section 2. Repair Obligation. Any pavements, sidewalks or curbing taken up or any and all excavations made shall be done under the supervision and direction of the City under all necessary permits in such manner as to cause the least reasonable inconvenience; and repairs and replacements shall be made by and at the expense of the Company with all convenient speed, leaving such properties in as good condition as before.

Section 3. Exemptions and Franchise Fees. During the term of this franchise ordinance, the City shall provide a listing of customers that are exempt from franchise fees under the provisions outlined in this Ordinance and Ordinance No. 23068, Bill 1639. The City shall also be responsible for providing notification of any changes to the list of exempt customers. Pursuant to the amount established by Ordinance 23068, and the conditions established by Ordinance 23067, the Company shall pay to the City a franchise fee equal to seven (7) percent of the gross receipts derived from the sale, distribution or transportation of electricity delivered within the present or future limits of the City. Copies of Ordinances 23068 and 23067 are attached hereto and incorporated by reference herein.

Section 4. Supply of Electric Power and Energy. The Company shall at all times during the term of this franchise supply to consumers of electric power and energy residing within the existing and all future extended corporate limits of the city, as may then be located within the certificated service territory of the Company, such electric power and energy as they may require, and shall extend and construct its lines and services in accordance with legal requirements, and on terms and conditions prescribed by rates, rules and regulations filed from time to time with the Public Service Commission of the State of Missouri. The City shall cooperate with the Company to provide a map of the city's corporate limits (the "Map"). The Map shall be of sufficient detail to assist Company in determining whether their customers reside within the city's corporate limits. The Map shall serve as a basis for determining Company's obligation hereunder to collect and pay the [gross receipts from customers; provided, however, that if the city's corporate limits are changed by annexation or otherwise, it shall be the Municipality's responsibility to (a) update the Map so that such changes are included therein, and (b) provide the updated Map to the Company. Company's obligation to collect and pay the fee from customers within an annexed area shall not commence until such time after Company's receipt from the City of

actual notice of the annexation along with an updated Map including such annexed area as is reasonably necessary for such Company to identify the customers in the annexed area obligated to pay the fee. Nothing contained herein shall be construed as a guarantee by the Company to furnish uninterrupted service. Interruptions due to acts of God, delivery delays, breakdowns or damage to facilities, fire, civil or military authority, strikes or other labor disturbances, orders of courts or regulatory agencies and other causes reasonably beyond the Company's control shall not result in a default by the Company hereunder.

Section 5. Imposition of National Electrical Safety Code. All facilities of the Company installed hereunder shall be constructed in accordance with the then applicable provisions of the National Electrical Safety Code; shall be installed, operated and maintained in accordance with the applicable safety rules and regulations of the Public Service Commission of the State of Missouri; shall be located and placed in public places, pursuant to permits to be issued by the appropriate City authority, in such manner as to interfere with and obstruct as little as reasonably practicable in the ordinary use of the public places; and shall not unreasonably interfere with any gas or water main or sewer line laid out or constructed upon or under such public places. The Company shall indemnify and hold the City harmless from and against any and all liability on account of injury to persons or damage to property caused by the negligence of the Company in the exercise by the Company of its rights hereunder.

Section 6. Gross Receipts Defined. The term "gross receipts," when used in this ordinance, shall mean the aggregate amount of all sales and charges from the supplying electricity by Company, or any affiliated company, in said municipality during any period less discounts, late payment charges, credits, refunds, sales taxes, franchise fees and uncollectible accounts.

Section 7. Successors and Assigns. All provisions of this Ordinance shall be binding upon and inure to the benefit of the Company, its successors and assigns.

Section 8. Governing Law. This Ordinance is made under and in conformity with the laws of the State of Missouri and shall take effect and be in force as of the first day of the first month following written acceptance by the Company.

Section 9. 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 10. 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 23RD DAY OF SEPTEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 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

**Acceptance by Evergy Missouri West,
a Missouri corporation
of the terms and provisions
of Ordinance _____, Bill #3912
of the City of Raymore, Missouri
granting a franchise to said corporation**

Evergy Missouri West, a Missouri corporation, hereby accepts for itself, its successors and assigns, all of the terms, conditions, and provisions of Ordinance _____, Bill #3912, passed by the City Council of the City of Raymore, Missouri on the 14th day of October, 2024, granting a franchise to said Evergy Missouri West, a Missouri corporation.

IN WITNESS WHEREOF, Evergy Missouri West, a Missouri corporation has caused this document to be executed by the Vice President of Operations, on this _____ day of _____, 20____.

Evergy Missouri West

By: _____
Vice President - Operations

Received this _____ day of _____, 2024, by the City of Raymore, Missouri.

By: _____
City Clerk

“AN ORDINANCE GRANTING AQUILA, INC., d/b/a AQUILA NETWORKS, A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE AND THE AUTHORITY TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND AN ELECTRIC DISTRIBUTION PLANT AND SYSTEM, AND GRANTING THE RIGHT TO USE THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES WITHIN THE PRESENT OR FUTURE CORPORATE LIMITS OF THE CITY OF RAYMORE, MISSOURI.”

Be it ordained by the City Council of the City of Raymore, Missouri, as follows:

FRANCHISE GRANTED

The City of Raymore, Missouri, (hereinafter referred to as "Grantor") hereby grants a non-exclusive franchise to Aquila, Inc., d/b/a Aquila Networks, a Delaware corporation, (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to construct, maintain, operate and extend in the present and future streets, alleys, avenues, bridges, public rights-of-way and city easements and facilities as are now within the present or future limits of said Grantor, an electric distribution system and all facilities necessary for the production, transmission and distribution of electrical power and energy for the purpose of carrying on a general power and light business and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of electric power and energy from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, poles, transmission lines, distribution lines, anchors, guy wires, cables, conduits, street lighting poles, transformers and all other apparatus and appliances incident thereto for all purposes for which it may be used, and to do all other things necessary and proper in providing electric service to the inhabitants of Grantor and in carrying on such business. Grantor further grants Grantee the right, permission and authority to trim and remove trees upon, over, across and along all of the streets, alleys, avenues, bridges, public rights-of-way and public places of Grantor.

TERM

The rights and privileges granted by this Ordinance shall remain in effect for a period of five (5) years from the effective date thereof and for three additional five (5) year periods thereafter unless Grantor, through its Clerk, shall notify Grantee in writing at least one hundred and eighty (180) days before the expiration of the initial term, that Grantor, for good cause relating to default of any material obligations hereunder, desires not to renew the franchise, and such notice shall specify Grantor's reasons.

GOVERNING RULES AND REGULATIONS

This Ordinance is granted subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by State or Federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding

the character, quality and standards of service to be furnished by Grantee shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body, having proper jurisdiction, take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken. In determining the rights and duties of the Grantee, the terms of this franchise Ordinance shall take precedence over any conflicting terms or requirements contained in any other Ordinance enacted by the Grantor.

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

PAYMENT TO CITY

GRANTEE shall pay to GRANTOR for the privilege of operating under this Agreement an occupation tax based on gross receipts as specified in appropriate city ordinances.

CONSTRUCTION AND MAINTENANCE OF COMPANY FACILITIES

Any pavements, sidewalks, vegetation, landscaping or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and to the general public as is reasonably necessary; and repairs and replacements shall be made as soon as reasonably possible by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this grant, it will maintain facilities and equipment sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance, except that in emergency situations, Grantee shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affect Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements and the time when the Grantor will start the work, and, if more than one right-of-way is

involved, the order in which this work is to proceed. The notice shall be given to the Grantee a sufficient length of time, considering seasonable working conditions, in advance of the actual commencement of the work to permit the Grantee to make any additions, alterations, or repairs to its facilities. Grantee agrees to complete work in as timely a manner as reasonably possible so as not to cause delay or financial impacts to Grantor's improvement projects.

STREET LIGHTING

Grantee will furnish, erect, maintain, clean, repair and operate, in accordance with the street lighting tariffs as approved from time to time by the Missouri Public Service Commission, electric street lights within the corporate limits of Grantor. Grantor will receive and pay for the street light service at the rates stipulated in the tariff.

Grantor may, from time to time, cause the number of streetlights to be increased by making written request to Grantee, stating the number, capacity, and location desired. Such request is to be made at least ninety (90) days prior to the time such additional streetlights are to be required by Grantor.

EXTENSION OF COMPANY FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria, make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor; provided however, nothing in this franchise shall require Grantee to install new facilities underground. In the event that Grantor shall order or request Grantee to install facilities underground along any street, alley, avenue, bridge, public right-of-way or public place, Grantee shall have the right to recover from Grantor the difference in cost between placing facilities overhead and placing new facilities underground. No obligation shall extend to, or be binding upon, Grantee to install new facilities underground unless Grantee is able to obtain an easement for such facilities on adjoining private property that is adjacent to the public right-of-way.

RELOCATION OF COMPANY FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, if such removal is necessary to prevent interference and not merely for the convenience of the Grantor, at the cost and expense of Grantee; provided however, that nothing in this franchise shall require Grantee to relocate facilities underground. In the event that Grantor shall order or request Grantee to install facilities underground along any street, alley, avenue, bridge, public right-of-way or public place; Grantee shall have the right to recover from Grantor the difference in cost between placing facilities overhead and placing new facilities underground. No obligation shall extend to, or be binding upon, Grantee to install new facilities underground unless Grantee is able to obtain an easement for such facilities on adjoining private property adjacent to the public right-of-way. If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a

commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference or permit private development and is not for any public purpose and not merely for the convenience of the Grantor or other right-of-way user Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment. If Grantee's facilities or equipment are located in a private easement, dedicated or platted utility easement, then Grantee shall receive payment for the cost of relocating its facilities as a precondition to relocating its facilities or equipment; such payment may be from either Grantor or the Commercial developer or other party requesting the relocation of Grantee's facilities or equipment from the private easement, dedicated or platted utility easement. Grantor shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause Grantee unreasonable additional expense in exercising its authority under this section. Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of vacating of a public right-of-way. Vacating of a public right-of-way shall not deprive the Grantee of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are first paid to the Grantee.

Any person or corporation desiring to move a building or other structure along, or to make any unusual use of any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the facilities or equipment of the Grantee, shall first give notice to the Grantor and the Grantee and pay a sum sufficient to cover the expense and damage incident to the moving of Grantee's facilities and equipment.

CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information it might request pursuant to this franchise may be of a proprietary and confidential nature. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to such proprietary or commercial value, Grantor and its employees, agents, and representatives shall maintain the confidentiality of that information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief. Grantor shall use all reasonable efforts to ensure that the confidentiality of Grantee's confidential information is maintained.

FRANCHISE VIOLATIONS

In addition to all other rights which either party has pursuant to law or equity, Grantor reserves the right to revoke, terminate or cancel this Ordinance, and all rights and privileges pertaining thereto, if after a hearing, it is determined by a court of competent jurisdiction that the other party has materially breached any material provision of this Ordinance.

If either party believes that the other party has failed to perform any obligation under this Ordinance or has failed to perform in a timely manner, that party shall notify the

other party in writing, stating with reasonable specificity the nature of the alleged default. The party being accused of default shall have thirty (30) days from the receipt of such notice to:

- a. respond to the assertion that a default has occurred, and requesting a hearing; or
- b. cure the default; or
- c. notify the accusing party that such default cannot be cured within thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, the defaulting party shall promptly take all reasonable steps to cure the default and notify the other party in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, a hearing may be requested in order to determine whether additional time beyond the thirty (30) days is indeed needed, and whether the defaulting party's proposed completion schedule and steps are reasonable.

Upon five (5) business days' prior written notice, either party may call an informal meeting to discuss the alleged default. If the alleged default is not cured within the cure period stated above, or by the projected completion date, or if the default is denied and a hearing is requested, a public hearing shall be requested to investigate said issues or the existence of the alleged default. The party making the allegations of default shall notify the other party of the hearing in writing and such hearing shall take place no less than thirty (30) days after receipt of notice of the hearing. At the hearing, the defaulting party shall be provided an opportunity to be heard and to present evidence in its defense.

FORCE MAJEURE

It shall not be a breach or default under this franchise if either party fails to perform its obligations hereunder due to Force Majeure. Force Majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid Force Majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance; provided, however, that this provision shall not obligate a party to settle any labor strike.

HOLD HARMLESS

Grantee shall indemnify, release, defend, become responsible for and forever hold harmless Grantor, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions outlined in the

Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of Grantee or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that Grantee need not save harmless Grantor from all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities arising out of the sole negligence of Grantor, its officers, agents, employees, elected officials and attorneys, each in their official and individual capacities.

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Ordinance, or by a limitation of the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Ordinance, or the terms, applicability or limitation of any insurance held by Grantee.

Grantor does not, and shall not, waive any rights against Grantee which it may have by reason of this indemnification, because of the acceptance by Grantor, or the deposit with Grantor by Grantee, of any of the insurance policies described in this Ordinance.
Juan I. Alonzo, Mayor

This indemnification by Grantee shall apply to all damages and claims for damages of any kind suffered by reason of any of the operations referred to in this section, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

With respect to any claims, which are subject to indemnity hereunder, Grantee shall immediately notify Grantor of any and all claims filed against Grantee or Grantee and Grantor jointly, and shall provide Grantor with a copy of the same.

Grantee shall indemnify, defend and hold harmless Grantor, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, against any and all claims or challenges brought against Grantor with respect to the validity of the terms and conditions of this Ordinance.

The fact that Grantee carries out any activities under this Ordinance through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this section.

Grantee shall file with the City evidence of liability insurance with an insurance company licensed to do business in Missouri. At all times while this Ordinance remains

in effect, and in recognition of the indemnification provisions set forth above, Grantee shall, at its own cost and expense, maintain a program of commercial general liability insurance and/or self-insurance in the amounts specified below to protect Grantee and Grantor, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from any liability for bodily injury, death and property damage occasioned by the activities of Grantee, or any Person acting on its behalf, under this Ordinance, including, but not limited to, Grantee's operations, products, services or use of automobiles or construction equipment. As proof of this compliance, Grantee shall, during the life of this Ordinance, keep on file with the Clerk of Grantor a certificate of insurance with an insurance company licensed to do business in the State of Missouri and/or affidavit of self-insurance, which shall show the types and amounts of coverage. Any affidavit of self-insurance shall be signed by an employee or officer of Grantee who has knowledge of Grantee's self-insurance program and is authorized to make representations as to the scope of said program, and shall contain a statement making such representations.

Bodily Injury and Property Damage, Commercial General Liability Coverage – Occurrence Form unless otherwise agreed by the City:

Combined Single Limit –

General Aggregate:	\$2,000,000
Products-Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

The following endorsements shall attach to the policy or self-insurance:

- (1) The policy shall cover personal injury as well as bodily injury.
- (2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (3) Broad form property damage liability shall be afforded.
- (4) Grantor shall be listed as an additional insured.
- (5) Standard form of cross-liability shall be afforded.
- (6) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to Grantor.
- (7) Inclusion of the Explosion, Collapse and Underground Liability risk.
- (8) Limited pollution coverage – work sites (\$100,000).
- (9) The policy or self-insurance shall not contain a pollution exclusion applicable to the completed operations risk.

Automobile Liability:

\$2,000,000 Each Accident for All
Owned, Non-Owned & Hired Vehicles

Grantee shall not permit any subcontractor to commence or continue work until both shall have obtained or caused to be obtained all insurance required under this section. Said insurance shall be maintained in full force and effect until the completion of construction, and approval thereof by the City.

Grantee shall obtain and maintain Workers' Compensation Insurance for all its employees, and in case any work is sublet, Grantee shall require any subcontractor similarly to provide Workers' Compensation insurance for all its employees, all in compliance with State laws, and to fully protect Grantor from any and all claims arising out of occurrences on the work. Grantee hereby indemnifies Grantor for any damage resulting to it from failure of either Grantee or any subcontractor to take out and maintain such insurance. Grantee Further waives its rights to subrogation with respect to any claim against Grantor for injury arising out of performance under this Ordinance. Grantee shall provide Grantor with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the system.

Grantee agrees and understands that Grantor has no insurable interest in any of the Facilities of Grantee and Grantor is not responsible for their repair, replacement, maintenance or insurance. Grantee waives all claims, demands or causes of action for damage to or loss of property owned by the Grantee.

SEVERABILITY

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

NON-WAIVER

Any waiver of any obligation or default under this franchise shall not be construed as a waiver of any future defaults, whether of like or different character.

REPEAL CONFLICTING ORDINANCES

This ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to this franchise and the same shall supersede all prior ordinances pertaining to this franchise agreement, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinances No. 121382 and No. 061096-B of the City of Raymore, Missouri, are hereby repealed as of the effective date hereof.

EFFECT AND INTERPRETATION OF ORDINANCE

The captions that precede each section of this Ordinance are for convenience in reference only and shall not be taken into consideration in the interpretation of any of the provisions of this ordinance.

EFFECTIVE DATE AND ACCEPTANCE

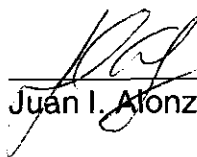
This Ordinance shall become effective and be a binding contract between the Grantor and Grantee, upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon acceptance by Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the City Clerk of the City of Raymore, Missouri. The City Clerk shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance express in writing its objections to any terms or provisions contained therein, or reject this ordinance in its entirety, Grantee shall be deemed to have accepted this ordinance and all of its terms and conditions.

First Reading: August 25, 2003

Passed and approved by the City Council of the City of Raymore, Missouri, on this 13th day of October 2003 by the following vote:

Councilmember Champ	Aye
Councilmember Eldridge	Aye
Councilmember Holsman	Aye
Councilmember Jacobson	Aye
Councilmember Van Hooser	Aye
Councilmember Vinck	Aye
Councilmember Waite	Aye
Councilmember Wicks	Aye

APPROVE:



Juan I. Alonzo, Mayor

ATTEST:



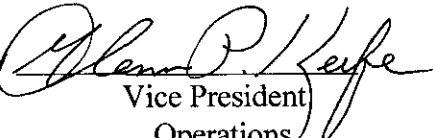
Susie Gnefkow, City Clerk

Acceptance by Aquila, Inc., d/b/a Aquila Networks,
a Delaware corporation,
of the terms and provisions
of Ordinance No. 23067,
of the City of Raymore, Missouri,
granting a franchise to said company.

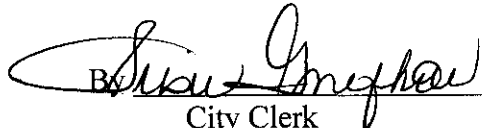
Aquila, Inc., d/b/a Aquila Networks, a Delaware corporation, hereby accepts for itself, its successor and assigns, all of the terms, conditions and provisions of Ordinance No. 23067, passed by the Board of Aldermen of Raymore, Missouri, on the 13th day of October, 2003, granting a franchise to said Aquila, Inc., d/b/a Aquila Networks, a Delaware corporation.

IN WITNESS WHEREOF, Aquila, Inc., d/b/a Aquila Networks, a Delaware corporation, has caused these documents to be executed by the Vice President of Operations, on this 20th day of November, 2003.

Aquila, Inc.,
d/b/a
Aquila Networks

By 
Vice President
Operations

Received this 25th day of November, 2003, by the City of Raymore, Missouri.


City Clerk

"AN ORDINANCE ESTABLISHING AND RENEWING AN OCCUPATION TAX AS ESTABLISHED BY ORDINANCE 121382 ON ELECTRIC COMPANIES OPERATING IN THE CITY OF RAYMORE, MISSOURI."

Be it ordained by the City of Raymore, Missouri, as follows:

The City of Raymore, Missouri, (hereinafter referred to as "City") hereby establishes and renews an occupation tax as established by Ordinance 121382 on every electric company, and every other person, firm or corporation, their successors and assigns, owning, operating, controlling, leasing or managing any electric plant or system, generating, manufacturing, selling, distributing or transporting electricity, (hereinafter referred to as "Energy Providers"). Energy Providers shall collect from their customers, but not from the City of Raymore and other governmental agencies and political subdivisions, located within the corporate limits of the City of Raymore, and pay to the City an amount equal to seven (7) percent of gross receipts derived from the sale, distribution or transportation of electricity delivered within the present or future limits of the City. Gross receipts as used herein are revenues received from the sale, distribution or transportation of electricity, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered.

The amount paid by Energy Providers shall be in lieu of, and Energy Providers shall be exempt from, all other occupation, license, excise or right-of-way permit fees or taxes which the City may impose for the rights and privileges herein granted or for the privilege of doing business as an Energy Provider within the City; and in the event any such fee, charge, license, tax or assessment shall be imposed by the City, the payment to be made in accordance with the provisions of this section shall be reduced in an amount equal to the annual burden of such fee, charge, license, tax or assessment imposed upon the Energy Providers. Ad valorem property taxes imposed generally upon all real and personal property within the City shall not be deemed to affect the obligation of the Energy Providers under this section.

Any consideration hereunder shall be reported and paid to the City by Energy Providers on a monthly basis. Such payment shall be made not more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portion of the period at the beginning and end of the term of this Ordinance.

Energy Providers shall list the local occupation tax collected from customers as a separate item on bills for utility service issued to customers. If at any time the Missouri Public Service Commission, or other authority having proper jurisdiction, prohibits such recovery, then Energy Providers will no longer be obligated to collect and pay the occupation tax herein contemplated. In addition, an Energy Provider may discount or reduce the occupation tax payable for electricity delivered to a specific customer of an Energy Provider when it is required to reduce the occupation tax to retain the business of that

customer. Modification or reduction of the occupation tax should occur if the occupation tax would cause the customer to cease purchase or transportation deliveries of electricity from the Energy Provider by installing equipment to access electric supply not subject to the City's occupation tax.

The City shall provide copies of annexation ordinances to Energy Providers on a timely basis to ensure appropriate occupation tax collection from customers within the corporate limits of the City.

The City shall have access to and the right to examine during normal business hours, those of Energy Providers' books, receipts, files, records and documents that are necessary to verify the correctness of payments due hereunder. If it is determined that a mistake was made in the payment of any occupation tax required hereunder, such mistake shall be corrected promptly upon discovery, such that any under-payment by Energy Providers shall be paid within 30 days of the recalculation and any over-payment by Energy Providers shall be discounted from the next payment(s) due.

First Reading: August 25, 2003

Passed and approved by the City Council of the City of Raymore, Missouri on this 13th day of October 2003 by the following vote:

Councilmember Champ	Aye
Councilmember Eldridge	Aye
Councilmember Holsman	Aye
Councilmember Jacobson	Aye
Councilmember Van Hooser	Aye
Councilmember Vinck	Aye
Councilmember Waite	Aye
Councilmember Wicks	Aye

APPROVE:


Juan I. Alonzo, Mayor

ATTEST:


Susie Gnefkow, City Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 9/23/2024

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Sunset Lane Acquisition/Settlement Agreement

STRATEGIC PLAN GOAL / STRATEGY

2.3.3 Strengthen development and maintenance of streets, trails and pedestrian pathways.

FINANCIAL IMPACT

Award To:	N/A
Amount of Request/Contract:	\$44,197.51
Amount Budgeted:	\$44,197.51
Funding Source/Account:	GO Bond

PROJECT TIMELINE

Estimated Start Date
10/14/2024

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3913
2. Acquisition Agreement

BACKGROUND / JUSTIFICATION

As part of the master transportation plan established by the City, a number of connecting roadways have been identified that will facilitate north/south traffic within the city and

beyond, as well as provide access points to further residential development. Included in the plan was the extension of Sunset Lane from its current northern terminus on the east side of Hawk Ridge Park to 163rd Street. The road extension has been engineered and the process for awarding bids has been commenced for the project with anticipated preparation and start work this year. The proposed plans require the acquisition of certain right-of-way and temporary construction easements for the project. The right-of-way and easements are located on property owned by Fred and Susan Ashbaugh (by and through an IRA and a trust).

Following efforts to negotiate for the acquisition of the right-of-way and easement from the Ashbaughs, the City Council authorized the filing of a legal action seeking condemnation of the necessary property. This action has been filed and prosecuted through the Circuit Court of Cass County, Missouri as Case No. 23CA-CC00224. Negotiations have continued fruitfully since the initiation of the condemnation action and the parties have reached an agreement on the terms, conditions, and obligations for acquisition of the necessary right-of-way and easement.

If approved, Bill 3913 will authorize the City Manager to execute the necessary documentation to acquire the right-of-way and easement. It will authorize the issuance of payment for the acquisition of the right-of-way and easement in the amount of \$44,197.51. It will authorize the acceptance of the right-of-way deed and easement, along with the recordation of the right-of-way deed. Finally, it will authorize the dismissal of the current pending condemnation proceeding.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT BETWEEN THE CITY OF RAYMORE, MISSOURI FOR THE ACQUISITION OF RIGHT-OF-WAY AND A TEMPORARY CONSTRUCTION EASEMENT NEEDED TO COMPLETE THE CONSTRUCTION OF SUNSET LANE."

WHEREAS, the Frederick A. Ashbaugh IRA and Fred and Susan Ashbaugh Trust (collectively the "Ashbaughs") are the owners of certain real property located in the City of Raymore, Missouri generally located at 601 N. Johnston Parkway, Raymore, Missouri 64083 (the "Ashbaugh Property"); and,

WHEREAS, the transportation plan for the City includes the extension of Sunset Lane from its current northern terminus to 163rd Street; and,

WHEREAS, the proposed extension of Sunset Lane will be constructed along the eastern boundary of the the Ashbaugh Property which will require the acquisition of right-of-way ("Right-of-Way") and a temporary construction easement ("Easement") from the Ashbaughs; and,

WHEREAS, the City has initiated a condemnation action in the Circuit Court of Cass County, Missouri, for the acquisition of the Right-of-Way and Easement which has been identified by the Court as Case No. 23CA-CC00224; and,

WHEREAS, the City and the Ashbaughs have negotiated for the acquisition of the Right-of-Way and Easement and resultant dismissal of the pending action.

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

Section 1. Approval of Agreement. The Acquisition Agreement attached hereto and incorporated by reference herein as Exhibit "A" is hereby approved and the City Manager, City Attorney, and City Clerk are hereby authorized to execute, sign, and attest to the same, and take all reasonable actions necessary to effectuate the terms and conditions of the Acquisition Agreement.

Section 2. Authorization for Payment. The City Manager and Director of Finance are hereby further authorized and directed to issue payment to the Ashbaughs for the full amount of the agreed upon acquisition costs totalling \$44,197.51 upon receipt of a fully executed copy of the Acquisition Agreement and applicable W-9s from the Ashbaughs.

Section 3. Authorization to Accept and Execute Right-of-Way Deed and Easement. The City Manager, City Attorney, and City Clerk are further authorized and directed to execute, sign, and attest to the Right-of-Way Deed and Easement as contemplated by the Acquisition Agreement, and to thereafter record the Right-of-Way Deed with the Cass County Recorder of Deeds.

Section 4. Authorization to Dismiss Pending Legal Action. Upon receipt of the fully executed copy of the Acquisition Agreement, the required W-9s from the Ashbaughs, the Right-of-Way Deed, and the Easement, the City Attorney is authorized and directed to submit the necessary pleadings for dismissal of the pending legal action (Case No. 23CA-CC00224).

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

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

DULY READ THE FIRST TIME THIS 23RD DAY OF SEPTEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 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

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT (“Agreement”) is made as of September____, 2024, by and between the City of Raymore, Missouri (the “City”) and Frederick A. Ashbaugh IRA, as to a 75% interest in the property described herein (the “Ashbaugh IRA”) and Fred and Susan Ashbaugh Trust, as to a 25% interest in the property described herein (the “Ashbaugh Trust”) (the Ashbaugh IRA and the Ashbaugh Trust are collectively referred to herein as “Ashbaugh”) (collectively the City and Ashbaugh are referred to herein as, “the parties”).

RECITALS

WHEREAS, Ashbaugh is the owner of the parcel of property commonly known as 601 N. Johnston Parkway, Raymore, Missouri 64083 and identified by Cass County Missouri as Parcel ID 04-02-09-000-000-004.005 consisting of approximately 20.97 acres and is referred to herein as the “Subject Property”. The Subject Property is legally described in the Corporation Warranty Deed attached hereto as Exhibit 1 and incorporated herein; and

WHEREAS, City sought to acquire from Ashbaugh certain property interests in the Subject Property as follows: Right of Way and Temporary Construction Easement (the “Property Interests”) for its Sunset Lane Transportation Improvement (the “Project”) and

WHEREAS, when negotiations to acquire the Property Interests were not initially successful the City filed a Petition For Condemnation in the Circuit Court of Cass County, Missouri to acquire those Property Interests, case no. 23CA-CC00224 (the “Lawsuit”); and

WHEREAS, the City’s Ordinance No. 2022-083 provides, at Section 2 “Should the City Manager determine that any and/or all of the necessary right-of-way, permanent easements and temporary easements for completion of the Sunset Lane Improvements may be obtained at fair and reasonable purchase prices through further negotiation with the individual owner, the City

Manager is directed and authorized to undertake the same, in addition to, or as an alternative to, the eminent domain procedure” and

WHEREAS, after the filing of the Lawsuit the City and Ashbaugh reached an agreement whereby, among other things, Ashbaugh would convey to the City the Property Interests the City sought to acquire in the Subject Property on the terms and conditions set forth in this Agreement and in the Property Interests documents attached hereto and incorporated herein; and

WHEREAS, attached hereto and incorporated herein by reference as Exhibit 2 is the form of the Right-of-Way conveyance agreed to by the parties; and

WHEREAS, attached hereto and incorporated herein by reference as Exhibit 3 is the form of Temporary Construction Easement agreed to by the parties; and

WHEREAS, the parties wish to resolve their mutual disputes in the Lawsuit; and

WHEREAS, Ashbaugh desires to sell and convey the Property Interests in the Subject Property to the City for Forty-four Thousand One Hundred Ninety-Seven Dollars and 51/100 (\$44,197.51) and the City desires to purchase the Property Interests in the Subject Property for that amount of money and dismiss, with prejudice, the Lawsuit.

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

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. Acquisition Payment. The City shall pay to Ashbaugh Forty-four Thousand One Hundred Ninety-Seven Dollars and 51/100 (\$44,197.51) (the “Payment”). In exchange for the Payment Ashbaugh shall execute and deliver to the City the Property Interests attached

hereto as Exhibits 2 and 3 and completed Form W-9s for both the Ashbaugh IRA and the Ashbaugh Trust. After payment of the Payment to Ashbaugh, the City may record, at its cost, the Right-of-Way conveyance. The City shall not record the Temporary Construction Easement.

3. Condition of Property Interests. The City accepts the property legally described in each of the Property Interests, and all aspects thereof, in “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS”, including, but not limited to, both latent and patent defects. In addition, the City acknowledges and agrees that all the Property Interests granted to the City are non-exclusive and are conveyed subject to all other easements, covenants, restrictions, reservations, rights of way and other matters of record and the rights of others affecting the rights granted therein, if any.
4. The City shall make the Payment to Ashbaugh at the same time that Ashbaugh delivers the Property Interests and completed Form W-9s to the City.
5. The exchange of the Payment from the City for the Property Interests from Ashbaugh shall take place not later than thirty (30) days from the date of this Agreement (the “Settlement Date”).
6. Contemporaneously with the Settlement Date, the City shall file a dismissal, with prejudice, of the Lawsuit along with a proposed Order of Dismissal, with prejudice. Attached hereto and incorporated herein as Exhibits 4 and 5 are the forms of dismissal, with prejudice and proposed order of dismissal, with prejudice.
7. The City shall be responsible for all recording fees and all fees that may be charged by its title company, if any, in connection with this transaction.
8. The City acknowledges and agrees that the remainder of the Subject Property shall be

allowed not less than three (3) connections to Sunset Lane all of which shall be full turning movement access points allowing right in and right out and left in and left out turning movements. The City further acknowledges and agrees that if at any time, whether now or if in the future there is a median constructed in Sunset Lane there shall be median breaks allowed at each of the three (3) access points granted to the remainder of the Subject Property so as to allow full turning movements at each of those access points. The City represents to Ashbaugh that the Project does not contemplate a median in Sunset Lane along the easterly remainder of the Subject Property and the plan sheets do not show a median in Sunset Lane along the easterly remainder of the Subject Property and the City does not contemplate putting a median in Sunset Lane opposite the easterly remainder of the Subject Property. The three (3) full turning movement access points to be located roughly at Wiltshire Boulevard extended east, Tudor Drive extended east, and Manse Drive extended east (the “three full turning movement access points”). The three full turning movement access points are to be referenced in the Right-of-Way conveyance document and the right-of-way conveyed pursuant to this Agreement is subject to Ashbaugh’s right to the three full turning movement access points.

9. The City agrees that it shall not oppose or prohibit, directly or indirectly, the extension of utilities in, on, over, through, across or under the Right-of-Way Area, as may be requested/required by Ashbaugh, their successors, heirs or assigns, that are necessary for the development of the remainder of the Subject Property.
10. If necessary, the City shall be responsible for filing a Certificate of Value with the County that shall indicate that the acquisition of the Property Interests was under threat of eminent domain and thus is not necessarily representative of fair market value and for all purposes

the parties agree that the Property Interests were acquired under threat of eminent domain and that conveyances hereunder were not at “arm’s length”.

11. Controlling plan sheets. Attached hereto and incorporated herein as Exhibit 6 are plan sheets for the Project relative to the Subject Property. The parties agree that the Plans attached hereto and incorporated herein as Exhibit 6 shall constitute final Plans relative to the Subject Property and the Property Interests and this Agreement. The City agrees that there will not be any deviation in construction on the Subject Property from what is shown on Exhibit 6. In addition, at least ten (10) days prior to commencing work on the Project, the City shall cause the limits of the right-of-way and of the temporary construction easement to be marked on the ground of the Subject Property (whether by flag or spray paint or combination thereof) so that Ashbaugh can “see” the limits of the Property Interests.
12. Dispute Resolution/Default. If a dispute arises relating to this Agreement or any of the Property Interests after the execution of this Agreement by the parties, and the parties are unable to resolve the dispute, the parties agree in good faith to attempt to settle such dispute through the dispute resolution process using a professional mediator. The parties to the dispute must agree in writing before any settlement is binding. Any agreement signed by the parties pursuant to the dispute resolution conference shall be binding.
 - A. Defaults and Remedies. The City or Ashbaugh will be in default under this Agreement if either fails to comply with any material covenant, agreement, or obligation within any time limits required by this Agreement. Following a default by either the City or Ashbaugh, and after exhaustion of the dispute resolution process described above, the other party shall have the following remedies (which are in addition to any remedies

identified in any Property Interest document or any other remedies set forth in this Agreement):

1. If Ashbaugh defaults, the City may:

- a. Specifically enforce this Agreement and recover damages suffered because of Ashbaugh's delay in complying with any material covenant, agreement or obligation at issue in this Agreement.
- b. Terminate this Agreement by written notice to Ashbaugh and pursue any remedy and damages available at law or in equity.

2. If the City defaults, Ashbaugh may:

- a. Specifically enforce this Agreement and recover damages suffered because of the City's delay in complying with any material covenant, agreement, or obligation at issue in this Agreement.
- b. Terminate this Agreement by written notice to the City and pursue any remedy and damages available at law or in equity.

13. Cooperation. The parties shall cooperate with one another to ensure that the terms of this Agreement are achieved as agreed herein, whether by furnishing additional documents or signing additional agreements, or taking additional action or filing additional documentation with the Court of record.
14. Modification. This Agreement, and any of the Property Interests, may be modified only by a written instrument executed by both Ashbaugh and the City. Any modifications to this Agreement, or the Property Interests shall be in writing with said modification specifically referencing this Agreement.
15. Entire Agreement. This Agreement (including any Exhibits attached hereto) constitutes the

entire and final agreement among the parties and there are no agreements, understanding, warranties or representations among the parties except as set forth herein and in the attached Exhibits.

16. Attorney's Fees. Should any litigation be commenced between the parties hereto or their successors or assigns concerning any provision of this Agreement or the rights and duties of any person or entity in relation thereto, the party prevailing in such litigation shall be entitled to, in addition to such other relief that may be granted, a reasonable sum as and for his/her/its attorney's fees in such litigation.
17. Binding Effect/Successors and Assigns. The parties warrant and acknowledge that this Agreement shall be binding upon the parties and their respective successors, grantees, heirs, executors, personal representatives, agents, attorneys, and assigns.
18. No Presumption/Preparation of Agreement. The parties acknowledge that each party and its counsel have participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.
19. Contractual nature of terms. The parties warrant and acknowledge that the terms herein and in the Property Interests are contractual and not mere recitals.
20. Governing Law. The parties agree this Agreement shall be construed and governed by the laws of the State of Missouri.
21. Severability. If any provision of this Agreement shall be in violation of any applicable law or ordinance or unenforceable for any reason, the invalidity or unenforceability of any provision shall not invalidate or render unenforceable any other provision hereof, which other provisions shall remain in full force and effect.

22. Representations and Warranties. The parties hereby represent and warrant as follows:
- a. The parties have the power to execute and deliver this Agreement and to perform the obligations hereunder and that each signatory hereto has been duly authorized by all requisite action, to execute and deliver this Agreement and to perform the obligations hereunder.
 - b. This Agreement is the legal, valid, and binding obligation of the parties, enforceable against each of them in accordance with its terms.
 - c. The execution, delivery and performance of this Agreement does not and will not (i) violate any law, rule, regulation, policy of the City, or court order to which the parties, or either of them, are subject; or (ii) conflict with or result in a breach of any agreement or instrument to which the parties are bound.
 - d. The parties each state that they were not threatened or coerced in any way to sign this Agreement and that each party voluntarily executed this Agreement in its best interest.
 - e. The parties each state they received assistance of counsel in the drafting and review of this Agreement.
 - f. The parties are legally competent to, and have the legal capacity to, execute this Agreement.
 - g. The parties have read the Agreement and fully understand it and execute it with full knowledge of its content and meaning.
23. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of the parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement. The parties agree that a scanned or faxed copy of either

party's signature shall have the same effect as an original.

24. Time is of the essence. The parties agree that time is of the essence with respect to every provision of this Agreement.
25. Costs and Attorney's Fees. Except as otherwise presented herein, the parties each shall pay their own attorney's fees and other costs relating to the Lawsuit and this Agreement.
26. Inconsistencies. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any of the Property Interests, Exhibits 2 and 3, or any other related document, the terms and conditions of this Agreement shall control and prevail.
27. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed made when delivered in person or by delivery service, transmitted by electronic mail or when mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Ashbaugh:	Mr. Fred Ashbaugh 1513 Cross Creek Drive Raymore, Missouri 64083
With a copy to:	The Roe Law Firm LLC Attn: John W. Roe Corporate Hills North 4444 N. Belleview Ave., Suite 208 Kansas City, MO 64116 Phone: 816-421-9000 Email: jroe@theroelawfirm.com
If to the City:	City of Raymore, Missouri 100 Municipal Circle Raymore, Missouri 64083 Attn: City Manager
With a copy to:	Kapke & Willerth L.L.C. Attn: Jonathan S. Zerr 3304 Ralph Powell Road Lee's Summit, Missouri 64064 Phone: 816-461-3800

Email: jsz@kapkewillerth.com

IN WITNESS WHEREOF, the parties, having declared their intentions to be bound contractually by all stated terms and conditions do hereby execute and deliver this Agreement as indicated by their signatures below.

Frederick A. Ashbaugh IRA

By: _____

Print Name: _____

Title: _____

Date: _____

Fred and Susan Ashbaugh Trust

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

City of Raymore, Missouri

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1 (CORPORATION WARRANTY DEED)

Cass County, MO - Web Cop



FILE NUMBER 469861
OR BK 3422 PG 501
RECORDED 01/10/2011 02:19:54 PM
RECORDING FEE 30.00
MIKE MEDSKER, RECORDER OF DEEDS
CASS COUNTY, MISSOURI
NA

EXHIBIT

CORPORATION WARRANTY DEED

(Corporation Conveying to Multiple Grantees)

File Number: 201071587
Coffelt Land Title, Inc.

THIS INDENTURE, made on Jan 7 2011, by and between Tarrant Assurance Corporation a corporation duly organized under the laws of the State of Texas, of the County of Tarrant, State of Texas, Grantor, and Fredrick A Ashbaugh IRA (75%) & Fred & Susan Ashbaugh Trust (25%), Grantees. Grantees' mailing address is: 104 Sussex Court, Belton, Mo 4012

WITNESSETH, THAT THE SAID GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the said GRANTEE (the receipt of which is hereby acknowledged), does by these presents GRANT, BARGAIN AND SELL, CONVEY and CONFIRM unto the said GRANTEE, the following described lots, tracts or parcels of land lying, being and situate in the County of Cass and State of Missouri, to-wit:

A tract of land being situated in the Western Half of Section 9, Township 46, Range 32, City of Raymore, Cass County, Missouri, more particularly described as follows: Commencing at a 5/8 inch bar with aluminum cap stamped LS 836 found at the Northwest corner of Section 9, Township 46, Range 32, in the City of Raymore, Cass County, Missouri; thence South 00 degrees 33 minutes 11 seconds West along the Western line of said Section 9, a distance of 1319.70 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 9, said corner being the point of beginning; thence North 89 degrees 29 minutes 38 seconds East along the Northern line of the South Half of the Northwest Quarter of said Section 9, a distance of 2528.26 feet to the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 9; thence South 00 degrees 03 minutes 18 seconds East along the Eastern line of said Southeast Quarter, a distance of 1327.09 feet to a 1/2 inch bar found at the Southeast corner of the Northwest Quarter of said Section 9; thence South 00 degrees 24 minutes 56 seconds West along the Eastern line of the Western 1/2 of said Section 9, a distance of 1324.52 feet; thence South 89 degrees 46 minutes 27 seconds West, a distance of 1142.20 feet to a point on the Eastern right-of-way line of Johnston Parkway as described in Remington, 1st Plat, and recorded in Plat Book 14 at Page 67 in the Office of Recorder of Deeds, Cass County, Missouri; thence Northeasterly along a curve to the left having an initial tangent bearing of North 08

Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

degrees 16 minutes 43 seconds East and a radius of 830.00 feet and an arc length of 313.20 feet; thence North 13 degrees 20 minutes 30 seconds West along the tangent of said curve a distance of 320.85 feet; thence Northwesterly along a tangent curve to the right, having a radius of 15.00 feet and an arc length of 23.56 feet; thence North 13 degrees 20 minutes 30 seconds West, a distance of 50.00 feet; thence Southwesterly along a curve to the right, having an initial tangent bearing of South 76 degrees 39 minutes 30 seconds West and a radius of 15.00 feet and an arc length of 23.56 feet; thence North 13 degrees 20 minutes 30 seconds West along a tangent of said curve, a distance of 267.38 feet; thence North 76 degrees 39 minutes 30 seconds East, a distance of 130.00 feet; thence North 13 degrees 20 minutes 30 seconds West along the Eastern line of Remington, 4th Plat, as recorded in Plat Book 18 at Page 26 in the Office of Recorder of Deeds, Cass County, Missouri, a distance of 180.00 feet; thence North 11 degrees 24 minutes 48 seconds West, a distance of 84.22 feet; thence North 04 degrees 13 minutes 36 seconds West, a distance of 83.06 feet; thence North 00 degrees 30 minutes 22 seconds West, a distance of 93.17 feet; thence South 89 degrees 29 minutes 38 seconds West, a distance of 130.00 feet; thence North 00 degrees 30 minutes 22 seconds West, a distance of 25.31 feet; thence South 89 degrees 46 minutes 27 seconds West along the Northern line of said Remington, 4th Plat, a distance of 1152.30 feet to the Western line of said Section 9; thence North 00 degrees 33 minutes 11 seconds East along said Western line, a distance of 1189.26 feet to the point of beginning, being a part of the Western Half of Section 9, Township 46, Range 32, in the City of Raymore, Cass County, Missouri,

EXCEPT any part in roads,

AND FURTHER EXCEPT that part described as follows:

A tract of land being situated in the Western Half of Section 9, Township 46, Range 32, in the City of Raymore, Cass County, Missouri, more particularly described as follows: Commencing at a 5/8 inch bar with aluminum cap stamped LS-836 found at the Northwest corner of Section 9, Township 46, Range 32, in the City of Raymore, Cass County, Missouri; thence South 00 degrees 33 minutes 11 seconds West along the Western line of said Section 9, a distance of 1319.70 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 9, said corner being the point of beginning; thence North 89 degrees 29 minutes 38 seconds East along the Northern line of the South Half of the Northwest Quarter of said Section 9, a distance of 2528.26 feet to the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 9; thence South 00 degrees 03 minutes 18 seconds East along the Eastern line of said Southeast Quarter of the Northwest Quarter, a distance of 1327.09 feet to a 1/2 inch bar found at the Southeast corner of the Northwest Quarter of said Section 9; thence South 00 degrees 24 minutes 56 seconds West, along the Eastern line of the Western Half of said Section 9, a distance of 513.97 feet; thence South 89 degrees 29 minutes 38 seconds West, a distance of 1278.72 feet; thence North 13 degrees 20 minutes 30 seconds West, a distance of 161.86 feet; thence North 76 degrees 39 minutes 30 seconds East, a distance of 130.00 feet; thence North 13 degrees 20 minutes 30 seconds West along the Eastern line of Remington, 4th Plat, a subdivision in Raymore, Cass County, Missouri, a distance of 180.00 feet; thence North 11 degrees 24 minutes 48 seconds West, a distance of 84.22 feet; thence North 04 degrees 13 minutes 36 seconds West, a distance of 83.06 feet; thence North 00 degrees 30 minutes 22 seconds West, a distance of 93.17 feet to the Northeast corner of Remington, 4th Plat; thence North 00 degrees 08 minutes 35 seconds West, 85.66 feet; thence North 01 degrees 15 minutes 13 seconds East, 84.74 feet; thence North 02 degrees 42 minutes 29 seconds East, 84.84 feet; thence North 04 degrees 09 minutes 53 seconds East, 84.99 feet; thence North 85 degrees 06 minutes 22 seconds West,

Mike Medsker, Recorder of Deeds

File# 469861 OR O DOC TYPE CORP BK 3422 PG 502 PAGE 2 OF 3

Cass County, MO - Web Copy

190.00 feet; thence Southerly, on a curve to the left having a radius of 3530.00 feet and an initial tangent bearing of South 04 degrees 53 minutes 38 seconds West, an arc distance of 10.92 feet; thence North 85 degrees 17 minutes 00 seconds West, 135.22 feet; thence North 00 degrees 30 minutes 22 seconds West, 6.65 feet; thence South 89 degrees 29 minutes 38 seconds West, 206.33 feet; thence South 70 degrees 45 minutes 22 seconds West, 148.93 feet; thence South 89 degrees 46 minutes 27 seconds West, 409.55 feet; thence North 00 degrees 33 minutes 11 seconds East, 29.29 feet; thence North 89 degrees 26 minutes 49 seconds West, 210.00 feet to the West line of said Northwest Quarter; thence North 00 degrees 33 minutes 11 seconds East along said Western line, a distance of 866.68 feet to the point of beginning.

AND FURTHER EXCEPT that part platted as REMINGTON - 6TH PLAT, a subdivision in Raymore, Cass County Missouri, filed in Plat Book 18 at Page 82.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantees, and unto their heirs and assigns forever; the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims; and that it will warrant and defend the title to said premises unto the said Grantees and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its President and the corporate seal to be hereto attached, the day and year first above written.

Tarrant Assurance Corporation

Tarrant Assurance Corporation

By:

James A Ryffel, President

By:

STATE OF
COUNTY OF

Texas

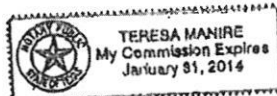
Tarrant

On this Jan 14 2011, before me, Teresa Manire, a Notary Public in and for said state, personally appeared James A Ryffel, President of Tarrant Assurance Corporation, known to me to be the person(s) who executed the within Corporation Warranty Deed in behalf of said corporation and acknowledged to me that he/she executed the same as the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public:

Teresa Manire



Mike Medsker, Recorder of Deeds

File# 469881 OR O DOC_TYPE CORP BK 3422 PG 503 PAGE 3 OF 3

EXHIBIT 2 RIGHT-OF-WAY CONVEYANCE

RIGHT-OF-WAY DEED

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this ____ day of _____ 2024, by and between: Frederick A. Ashbaugh IRA, as 75% owner and Fred and Susan Ashbaugh Trust, as 25% owner, hereinafter collectively called the **GRANTOR**, and THE MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF RAYMORE, MISSOURI, a municipal corporation in the County of Cass and State of Missouri, party of the second part, hereinafter called **GRANTEE**, **GRANTEE'S mailing address being 100 Municipal Circle, Raymore, Missouri 64083.**

WHEREAS, GRANTOR owns certain real property situated in Section 9, Township 46, Range 32, Raymore, Cass County, Missouri identified as Cass County Parcel ID: 04-02-09-000-000-004.005 consisting of approximately 20.97 acres ("GRANTOR'S Property"); and

WHEREAS, Sunset Lane is being improved as part of the Grantee's Sunset Lane Transportation Improvement; and

WHEREAS, in order for the construction, improvement and extension of Sunset Lane from its current northern terminus to 163rd Street and installation of the infrastructure facilities for the same (including, but not limited to, installation of drainage, curbs, gutters, road surface, adequate erosion control implements and flood/stream/storm control) GRANTOR hereby conveys unto GRANTEE that portion of Grantor's Property legally described on Exhibit A and visually depicted on Exhibit B.

WITNESSETH, that the GRANTOR, for and in consideration of \$10.00 and other valuable consideration to it paid by the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does by these presents quit claim, without warranty and subject to all matters of record or the rights of others affecting the rights granted herein, and the right of Grantor, their successors heirs and assigns to the three (3) full turning movement access points as that term is defined and described in the Acquisition Agreement between the parties and the right of GRANTOR, its successors, heirs or assigns, to extend utilities necessary for the development of the remainder of GRANTOR's Property in, on, over, through, across or under the Right-of-Way Area, unto said GRANTEE, its successors and assigns, a RIGHT-of-WAY for public use as a street, roadway or thoroughfare on, over, along, and across, the following described lots, tracts, or parcels of land lying, being and situated in the County of Cass, and the state of Missouri, to wit:

See Exhibit A attached hereto and incorporated herein (the "Right of Way Area")

The Right-of-Way Area is visually depicted on the attached Exhibit B which is incorporated herein.

GRANTEE accepts the Right-of-Way Area and all aspects thereof in "AS IS", "WHERE IS",

condition, without warranties, either express or implied, "WITH ALL FAULTS", including, but not limited to both latent and patent defects.

The Right-of-Way Area is subject to easements, covenants, conditions, restrictions and other matters of record and the rights of others affecting the rights granted herein and also to the right of Grantor, their successors heirs and assigns to the three (3) full turning movement access points as that term is defined and described in the Acquisition Agreement between the parties.

No construction activities by GRANTEE in the Right-of-Way Area or use of the Right of Way Area, at any time, shall result in increased water runoff or drainage or result in erosion on the remainder of GRANTOR's Property.

GRANTEE's rights herein are restricted to the area legally described above and visually depicted on Exhibit B.

GRANTOR hereby reserves the right to use GRANTOR'S Property and the Right-of-Way Area for any use not inconsistent with GRANTEE'S permitted use of the Right-of-Way Area.

In the event that GRANTEE'S use of the Right-of-Way Area results in damage to the GRANTOR'S Property, GRANTEE shall promptly repair any damage to GRANTOR'S Property and/or, GRANTOR'S improvements located thereon (including, without limitation, any and all crops, landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.), and shall restore the GRANTOR'S Property to the same or better condition.

GRANTEE hereby agrees to indemnify, defend and hold harmless GRANTOR and its employees, contractors, subcontractors, affiliates and associates from and against all claims, damages, losses, injuries, costs or liabilities of any kind, including attorneys' fees and litigation costs, to the extent arising out of, or connected with GRANTEE'S use of the Right-of-Way Area. This indemnity includes, but is not limited to, personal injury or death claims and mechanic lien claims.

GRANTEE will ensure that prior to entering onto the Right-of-Way Area GRANTEE and GRANTEE'S Agents and other such parties who assist with the construction, maintenance or use of the Right-of-Way Area are covered under the terms of insurance policies sufficient to insure GRANTEE'S and GRANTEE'S Agents' obligations under this Agreement and shall name GRANTOR as additional insureds on the commercial general liability policy provided by GRANTEE'S contractor to GRANTEE and shall provide a copy of the Declaration Page, or similar writing, confirming that GRANTOR has been named as additional insureds prior to entering the Right-of-Way Area to do any Work.

This Agreement along with the Acquisition Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modification of this Agreement must be in writing and executed by the appropriate authorities of both GRANTEE and GRANTOR.

This Agreement shall be binding on and shall inure to the benefit of the Parties' heirs, executors, administrators, successors, and assigns.

If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

This Agreement shall be deemed to have been jointly drafted.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the GRANTEE and to its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR does hereunto set its hand the day and year first above written.

GRANTOR:

Frederick A. Ashbaugh IRA

By: _____
Frederick A. Ashbaugh

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 20____, before me appeared Frederick A. Ashbaugh, to me known to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year last above written.

Notary Public in and for said County and State

My term expires: _____

By: _____
Fred Ashbaugh, Trustee

By: _____
Susan Ashbaugh, Trustee

STATE OF MISSOURI)) SS
COUNTY OF)

On this ____ day of _____, in the year 2024, before me _____, a Notary Public in and for said state, personally appeared Fred Ashbaugh and Susan Ashbaugh, Trustees, known to me to be the persons who executed the within temporary construction easement in behalf of the Fred and Susan Ashbaugh Trust and acknowledged to me that they executed the same for the purposes stated therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year last above written.

Notary Public in and for said County and State

My term expires: _____

CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

STATE OF MISSOURI)) SS
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2024 before me, the undersigned, a notary public in and for the county and state aforesaid, came Jim Feuerborn, City Manager for the City of Raymore, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the Missouri who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said municipal corporation, and such person duly acknowledged the execution of the same to be the act and deed for said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires: _____

Attested:

By: _____
Erica Hill, City Clerk

Approved as to form:

By: _____
Jonathan S. Zerr, City Attorney

EXHIBIT

A

Survey Description
Ashbaugh, Fred Book 3335 Page 894

A Part Of The Southwest Quarter Of Section 9, Township 46 North, Range 32 West, Raymore, Cass County, Missouri. Being A Part Of The Recorded Property At Deed Book 3335 Page 894 Being More Particularly Described As Follows:

Commencing At The Center Of Section 9; Thence South 02 Degrees 56 Minutes 20 Seconds West Along The East Line There Of 514.45 Feet To The North East Corner Of The Said Property Being Recorded At Deed Book 3335 Page 894 Being The Point Of Beginning;

Thence South 02 Degrees 56 Minutes 20 Seconds West Along The East Line Thereof 809.84 Feet To The Southeast Corner Of Said Property; Thence North 88 Degrees 39 Minutes 05 Seconds West Departing Said East Line And Along The South Line Thereof 43.03 Feet To The Westerly Right-Of-Way Of A Proposed Right-Of-Way And Along The Following Described Calls; Thence North 08 Degrees 47 Minutes 15 Seconds East 38.71 Feet; Thence Along A 972.54 Foot Radius Curve To The Left And Said Right-Of-Way 133.26 Feet, Said Curve Having A Chord Bearing Of North 06 Degrees 51 Minutes 23 Seconds East And A Chord Dimension Of 133.16 Feet; Thence North 02 Degrees 55 Minutes 11 Seconds East 639.19 Feet To The North Line Of The Said Recorded Property; Thence South 87 Degrees 58 Minutes 56 Seconds East Departing Said Right-Of-Way And Along Said North Line 30.19 Feet To The Point Of Beginning Containing 0.58 Acres More Or Less. Right-Of-Way To Incorporate All Planned Features As Designed. Subject To Any And All Encumbrances And Rights Recorded Or Unrecorded.

TO THE BEST OF MY INFORMATION,
KNOWLEDGE AND BELIEF, THIS SURVEY
WAS EXECUTED IN ACCORDANCE WITH THE
CURRENT MISSOURI STANDARDS
FOR PROPERTY BOUNDARY SURVEYS.
DATED 09/03/2022

RICKEY D. KEMP PLS-2006016631



Exhibit A Ashbaugh Fred 09/03/2022 Designed by: JN Checked by: RDK Project # 21-1082 File 21-1082 MW.Dwg	City Of Raymore Southwest Quarter (300) Section 9, Township 46 North, Range 32 West Raymore, Cass County, Missouri	 Springfield Office - (417) 986-4067 2017 West Woodland Street Springfield, Missouri 65807 www.CFSE.com Civil Engineering - Land Surveying - Materials Testing
	AutoCAD Civil 3d Surveyed by: B.M./JN Drawn by: JN	

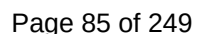


EXHIBIT 3 TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT
(Not to be Recorded)

KNOW ALL MEN BY THESE PRESENTS:

This Temporary Construction Easement (this “Agreement”) is made and entered into as of this ____ day of ____, 2024 by and between ____ (“Grantor”) and The City of Raymore, Missouri, a municipal corporation of the State of Missouri (“Grantee”). Grantor and Grantee are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, Grantor is the owner of certain real property situated in Section 9, Township 46, Range 32, Raymore, Cass County, Missouri identified as Cass County Parcel ID: 04-02-09-000-000-004.005 consisting of approximately 20.97 acres (the “Grantor Parcel”).

WHEREAS, Grantee desires to obtain a temporary, non-exclusive construction easement on, over, and across that portion of the Grantor’s Parcel more particularly described below (the “Easement Area”), for the purposes more particularly described herein.

WHEREAS, Grantor is willing to grant an easement to Grantee for such purposes, subject to the terms and conditions set forth herein.

Now Therefore, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and sufficient consideration to them paid by Grantee (100 Municipal Circle, Raymore, Missouri 64083), the receipt of which is hereby acknowledged, the Parties agree as follows:

Grant of easement. Grantor hereby conveys, without warranty, subject to all other easements, covenants, restrictions, reservations, right of way and other matters of record and the rights of others affecting the rights granted herein, a non-exclusive temporary construction easement (the “Temporary Construction Easement”) upon, over and across the Easement Area legally described below to allow for Grantee’s operation and movement of equipment and the movement of a working force, in connection with the location, construction, reconstruction, maintenance, operation and repair of Sunset Lane (the “Work”) over, upon and across the following described tracts of land situated in Raymore, Cass County, and State of Missouri, to-wit:

See Exhibit A attached hereto and incorporated herein. (the “Easement Area”)

The Easement Area is visually depicted on Exhibit B attached hereto and incorporated herein.

Notwithstanding anything to the contrary herein, or in any associated right-of-way conveyance, Grantee for itself and on behalf of its agents agree that it/they shall only access the Easement Area from property adjoining on the south or north of the Easement Area and not across any other part

of the Grantor's Parcel. There is no "secondary" or "implied" easement granted herein across any other portion of the Grantor's Parcel to the Easement Area described above and visually depicted on Exhibit B.

This Agreement and the Temporary Construction Easement shall automatically terminate upon the earlier of to occur of: (i) completion of the Work by Grantee; (ii) July 1, 2026; or (iii) Grantee's breach of this Agreement and Grantee fails to cure said breach within thirty (30) days of written notice from Grantor of said breach.

Condition of the Grantor's Parcel. Grantee accepts the Grantor's Parcel and in particular the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects.

Reservation by Grantor. Grantor hereby reserves the right to use Grantor's Parcel and the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area.

Maintenance; Restoration. Grantee shall promptly repair any damage to Grantor's Parcel, Grantor's improvements located thereon (including, without limitation, any and all crops, landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.), and Easement Area caused by Grantee and/or Grantee's Agents, and shall restore the Grantor's Parcel and Easement Area to the same or better condition as they existed prior to any entry onto or work performed by Grantee and Grantee's Agents.

Insurance. Grantee will ensure that prior to entering onto the Easement Area Grantee and Grantee's Agents and other such parties who assist with the construction, maintenance or use of the Easement Area are covered under the terms of insurance policies sufficient to insure Grantee's and Grantee's Agents' obligations under this Agreement and shall name Grantor as additional insureds on the commercial general liability policy provided by Grantee's contractor to Grantee and shall provide a copy of the Declaration Page, or similar writing, confirming that Grantor has been named as additional insureds prior to entering the Easement Area to do any Work.

Indemnification. Grantee hereby agrees to indemnify, defend and hold harmless Grantor and its employees, contractors, subcontractors, affiliates and associates from and against all claims, damages, losses, injuries, costs or liabilities of any kind, including attorneys' fees and litigation costs, to the extent arising out of, or connected with Grantee's use of the Temporary Construction Easement.

Complete Agreement. This Agreement along with the Acquisition Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modification of this Agreement must be in writing and executed by the appropriate authorities of both Grantee and Grantor.

Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties' heirs, executors, administrators, successors, and assigns.

Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Grantee's rights are restricted to the Easement Area described above and visually depicted on Exhibit B. Grantee shall have no right or ability to assign the easement rights in Easement Area granted herein to third parties or to grant rights to third parties in the Easement Area without the express written consent of Grantor it being expressly understood by Grantee that Grantor reserves the right to grant additional easements to third parties in, on, under, over, through and across the Easement Area.

GRANTORS further state that they are lawfully seized of an indefeasible title in fee to the lands through which said easement is granted, and that they have good and lawful title and right to convey said easement to the GRANTEE aforesaid.

Frederick A. Ashbaugh IRA

By: _____
Frederick A. Ashbaugh

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 20____, before me appeared Frederick A. Ashbaugh, to me known to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year last above written.

Notary Public in and for said County and State

My term expires: _____

By: _____
Fred Ashbaugh, Trustee

STATE OF MISSOURI)) SS
COUNTY OF)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year last above written.

My term expires: _____

By: _____
Jim Feuerborn, City Manager

STATE OF MISSOURI)) SS
COUNTY OF)

Page 89 of 249

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires: _____

Attested:

By: _____
Erica Hill, City Clerk

Approved as to form:

By: _____
Jonathan S. Zerr, City Attorney

EXHIBIT

A

Survey Description
 Temporary Construction Easement
 Ashbaugh, Fred Book 3335 Page 894

A Part Of The Southwest Quarter Of Section 9, Township 46 North, Range 32 West, Raymore, Cass County, Missouri. Being A Part Of The Recorded Property At Deed Book 3335 Page 894 Being More Particularly Described As Follows:

Commencing At The Center Of Section 9; Thence South 02 Degrees 56 Minutes 20 Seconds West Along The East Line There Of 514.45 Feet To The North East Corner Of The Said Property Being Recorded At Deed Book 3335 Page 894; Thence North 87 Degrees 58 Minutes 56 Seconds West Departing Said Line And Along The North Line Of Said Deeded Property 30.19 Feet To The Westerly Right-Of-Way Of The Proposed Road Being The Point Of Beginning;

Thence South 02 Degrees 55 Minutes 11 Seconds West Along Said Right-Of-Way 639.19 Feet; Thence Along A 952.89 Foot Radius Curve To The Right And Said Right-Of-Way 117.73 Feet, Said Curve Having A Chord Bearing Of South 06 Degrees 27 Minutes 33 Seconds West And A Chord Dimension Of 117.65 Feet; Thence Along A 1230.17 Foot Radius Curve To The Left And Said Right-Of-Way 53.53 Feet, Said Curve Having A Chord Bearing Of South 09 Degrees 06 Minutes 53 Seconds West And A Chord Dimension Of 53.53 Feet To The South Line Of The Said Deed Property At Book 3335 Page 894; Thence North 87 Degrees 42 Minutes 25 Seconds West Departing Said Right-Of-Way And Along Said South Line 11.90 Feet To The Westerly Right-Of-Way Of The Temporary Construction Easement; Thence Along A 1044.50 Foot Radius Curve To The Right And Said Right-Of-Way 39.09 Feet, Said Curve Having A Chord Bearing Of North 08 Degrees 43 Minutes 13 Seconds East And A Chord Dimension Of 39.09 Feet; Thence Along A 1298.10 Foot Radius Curve To The Left And Said Right-Of-Way 128.79 Feet, Said Curve Having A Chord Bearing Of North 06 Degrees 57 Minutes 00 Seconds East And A Chord Dimension Of 128.74 Feet; Thence North 02 Degrees 55 Minutes 53 Seconds East Along Said Right-Of-Way 642.46 Feet To The North Line Of The Deeded Property At Deed Book 3335 Page 894; Thence South 87 Degrees 58 Minutes 56 Seconds East Departing Said Right-Of-Way And Along Said North Line 11.81 Feet; To The Point Of Beginning Containing 0.22 Acres More Or Less. Subject To Any And All Encumbrances And Rights Recorded Or Unrecorded.

TO THE BEST OF MY INFORMATION,
 KNOWLEDGE AND BELIEF, THIS SURVEY
 WAS EXECUTED IN ACCORDANCE WITH THE
 CURRENT MISSOURI STANDARDS
 FOR PROPERTY BOUNDARY SURVEYS.
 DATED 12/07/2022

RICKEY D. KEMP PLS-2006016631



Exhibit A Ashbaugh Fred 09/01/2022 Designed by JH Checked by RSK Project # 21-1062 File # 1062 RWD AutoCAD Civil 3d Surveyed by JH/RJ/JH Drawn by JH Sheet Size 8.5x11	City Of Raymore Southwest Quarter (300) Section 9, Township 46 North, Range 32 West Raymore, Cass County, Missouri	CFS ENGINEERS Springfield Office - (417) 986-4067 2017 West Woodland Street Springfield, Missouri 65807 www.CFSE.com Civil Engineering - Land Surveying - Materials Testing
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EXHIBIT

tabbies

B

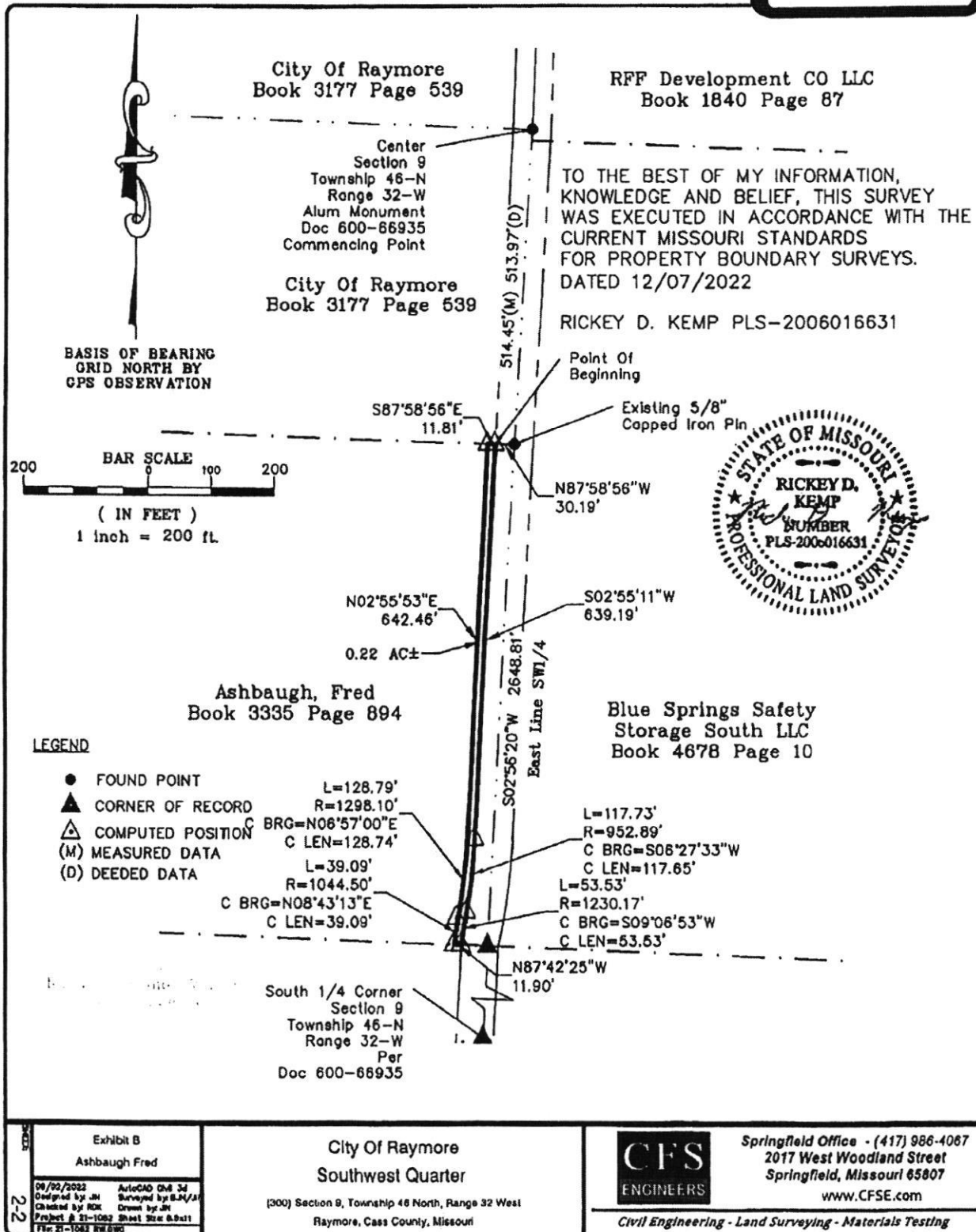


EXHIBIT 4 DISMISSAL, WITH PREJUDICE

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

CITY OF RAYMORE, MISSOURI

Plaintiff,

v.

FREDERICK A. ASHBAUGH IRA et al.,

Defendants.

)
)
)
)
)
)
)
)
)
)
)

Case No.: 23CA-CC00224

**PLAINTIFF'S DISMISSAL, WITH PREJUDICE, OF ITS PETITION FOR
CONDEMNATION**

COMES NOW Plaintiff, City of Raymore, Missouri, by and through its undersigned attorney, and dismisses, with prejudice, its Petition for Condemnation.

Respectfully submitted,

KAPKE & WILLERTH L.L.C.

By: _____

George Kapke, Esq.
Jonathan S. Zerr, Esq
Kapke & Willerth L.L.C.
3304 Ralph Powell Road
Lee's Summit, Missouri 64064
Phone: 816-461-3800
Email: gek@kapkewillerth.com
jsz@kapkewillerth.com
ATTORNEYS FOR PLAINTIFF
CITY OF RAYMORE, MISSOURI

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

CITY OF RAYMORE, MISSOURI	)	
	)	
Plaintiff,	)	
	)	
	)	
v.	)	Case No.: 23CA-CC00224
	)	
	)	
FREDERICK A. ASHBAUGH IRA et al.,	)	
	)	
	)	
Defendants.	)	

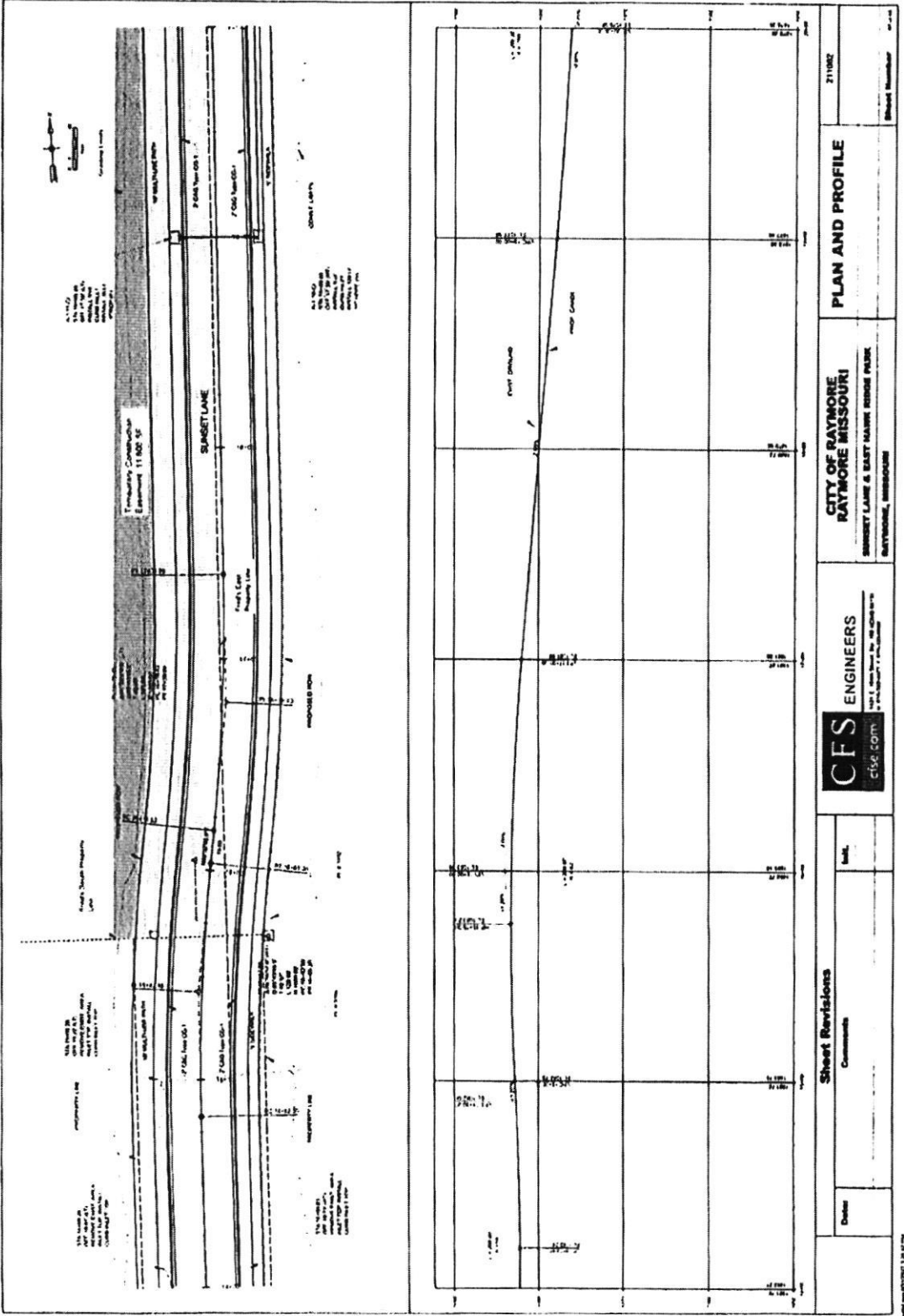
Upon full consideration, the Court having reviewed the Plaintiff's dismissal, with prejudice does hereby dismiss Plaintiff's Petition for Condemnation with prejudice, at Plaintiff's cost.

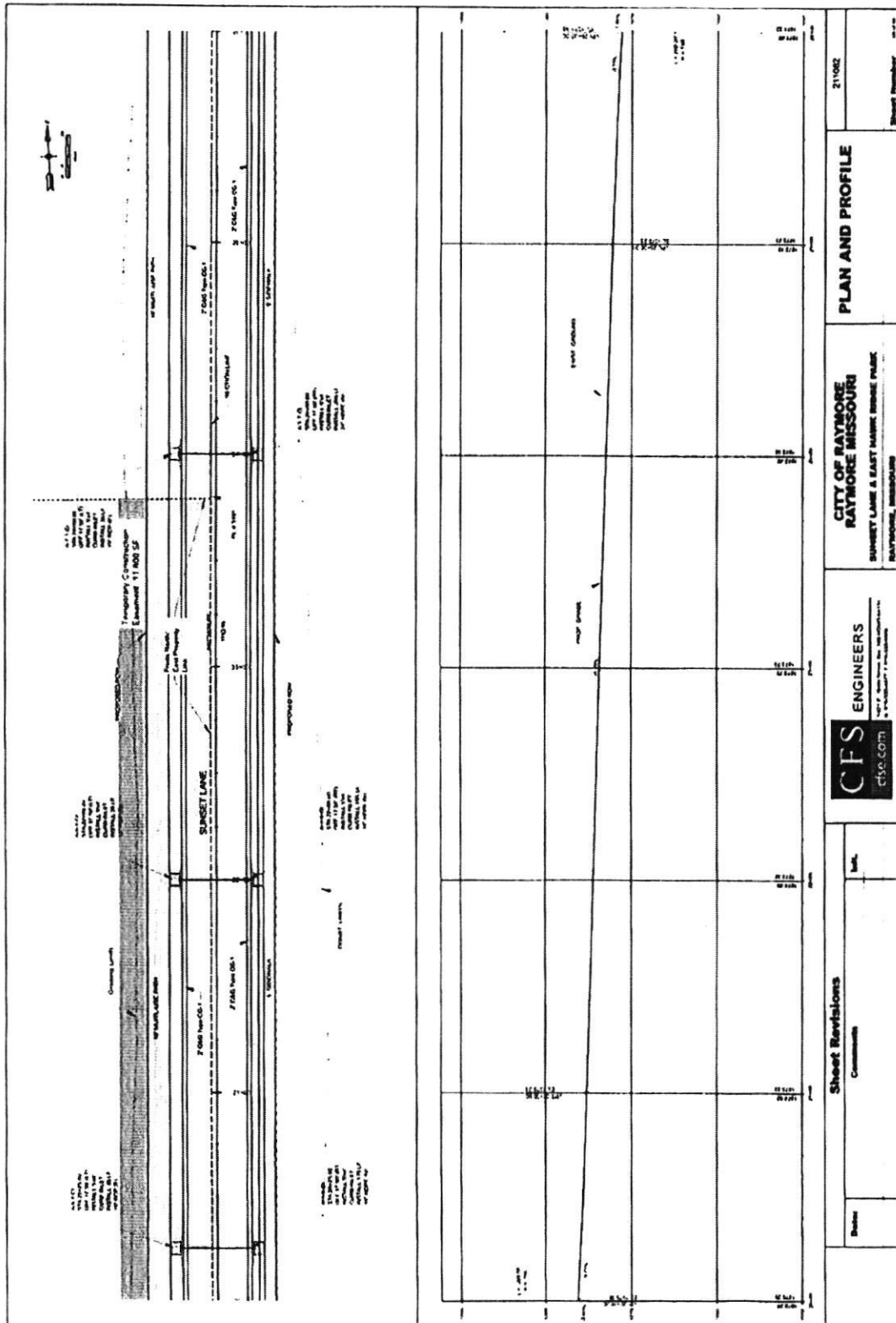
Dated: _____

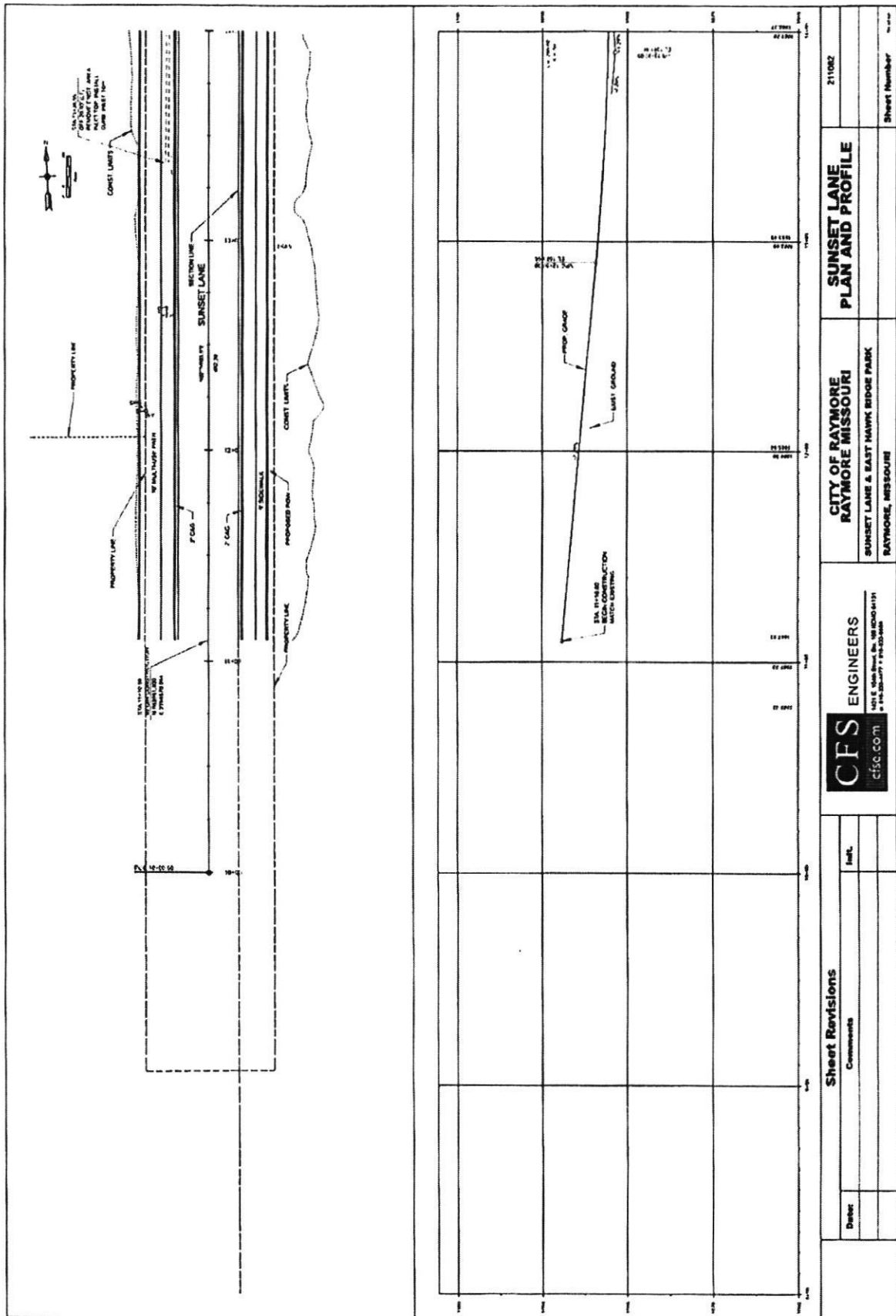
KAPKE & WILLERTH L.L.C.

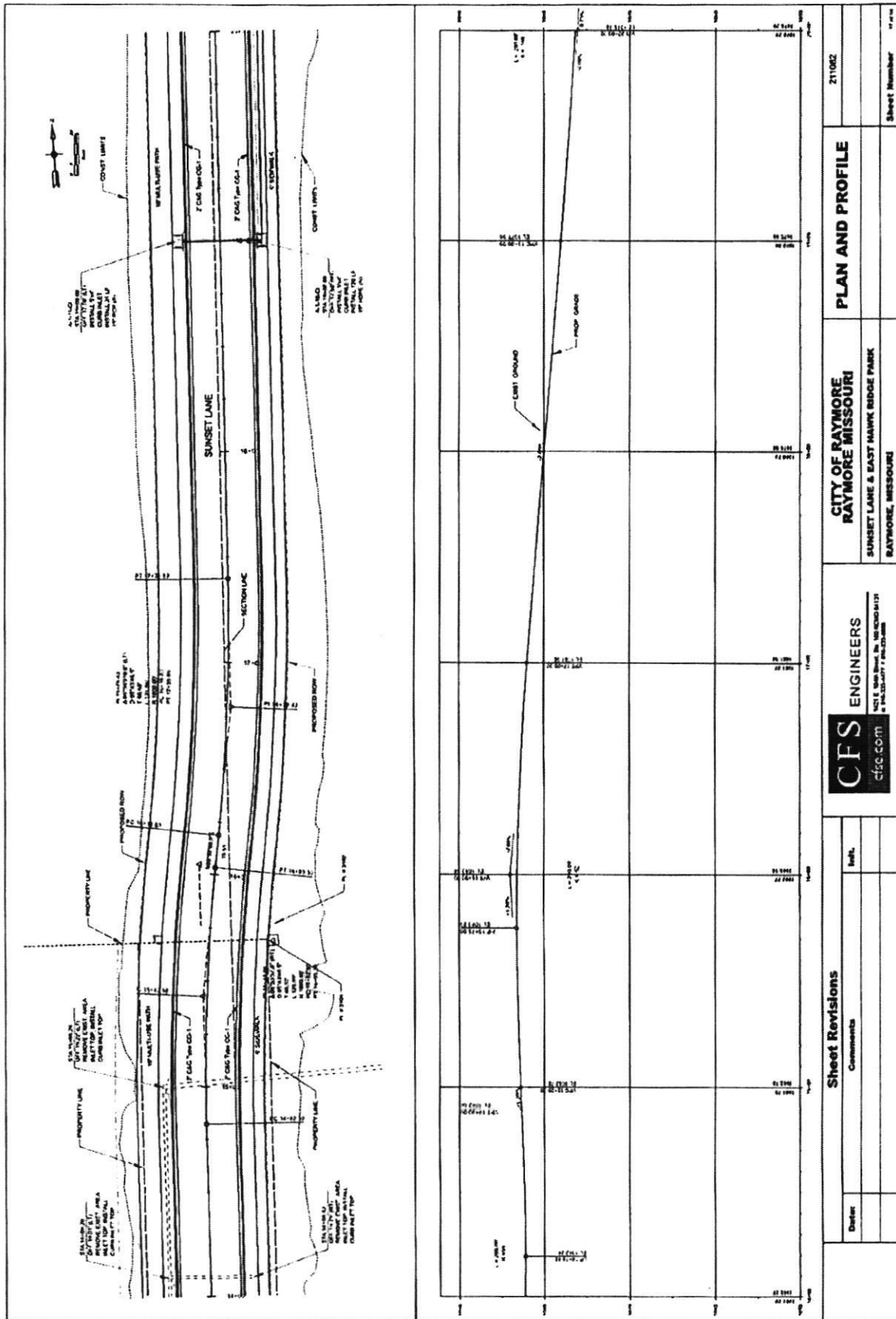
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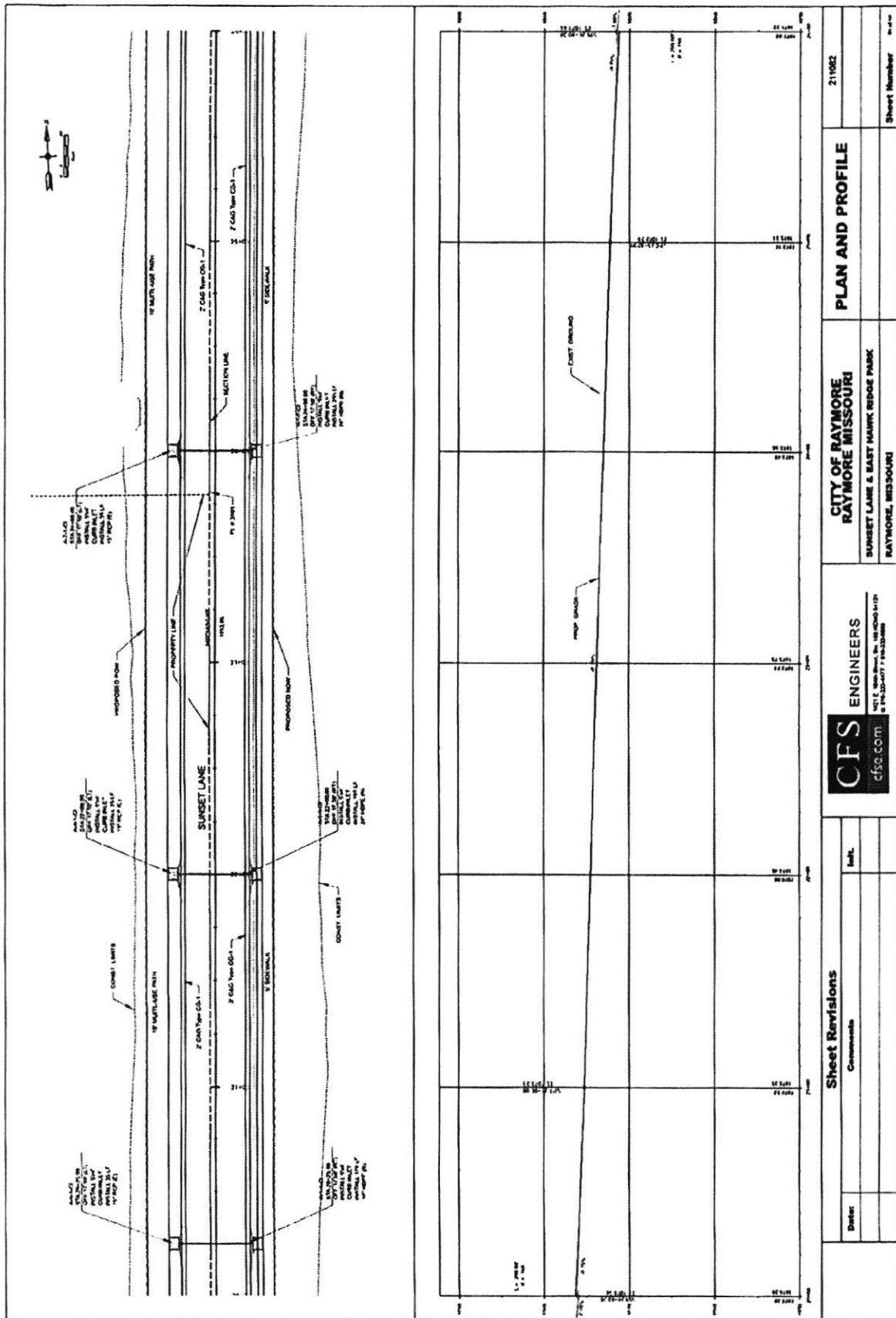
EXHIBIT 6 – THE PLAN SHEETS

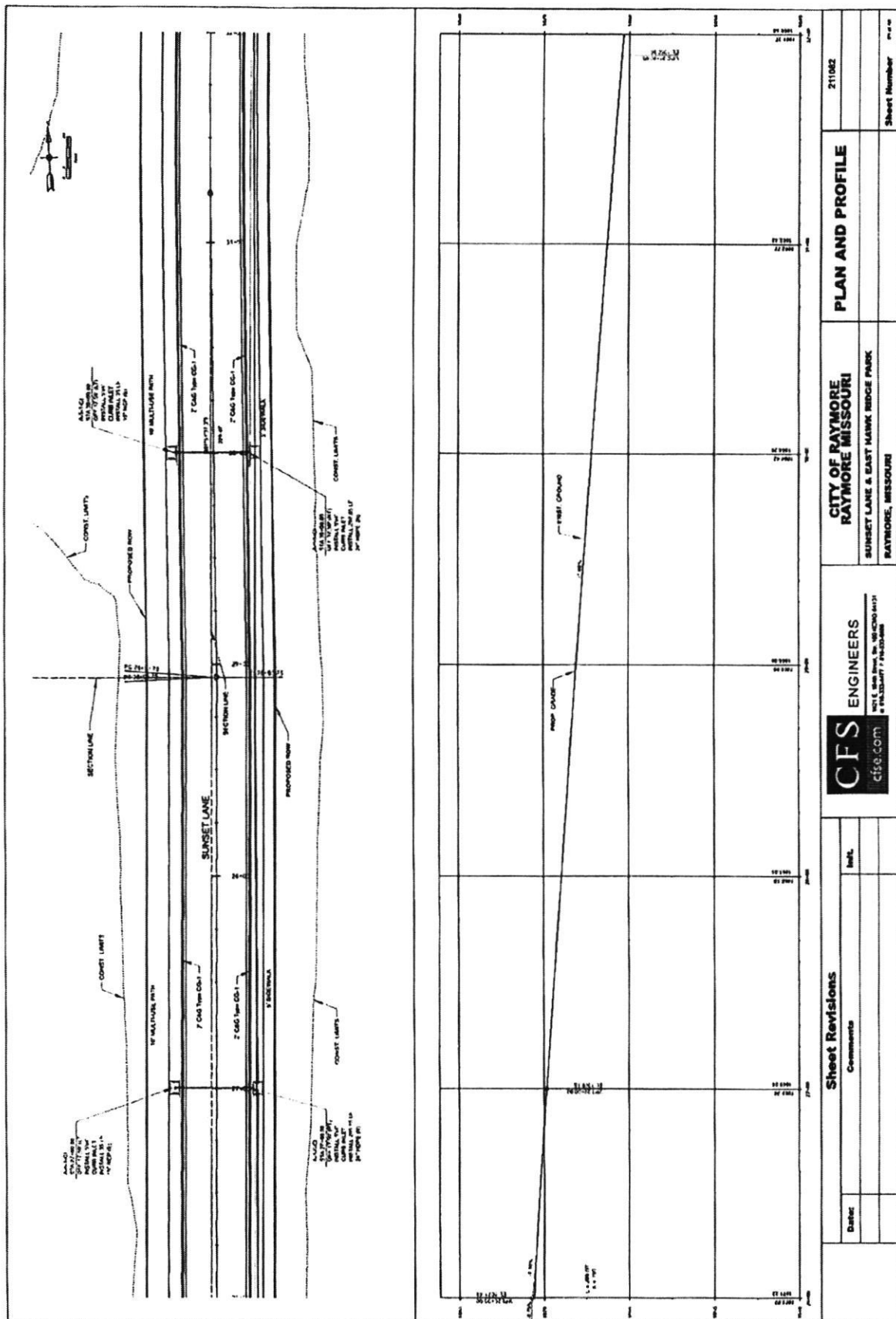


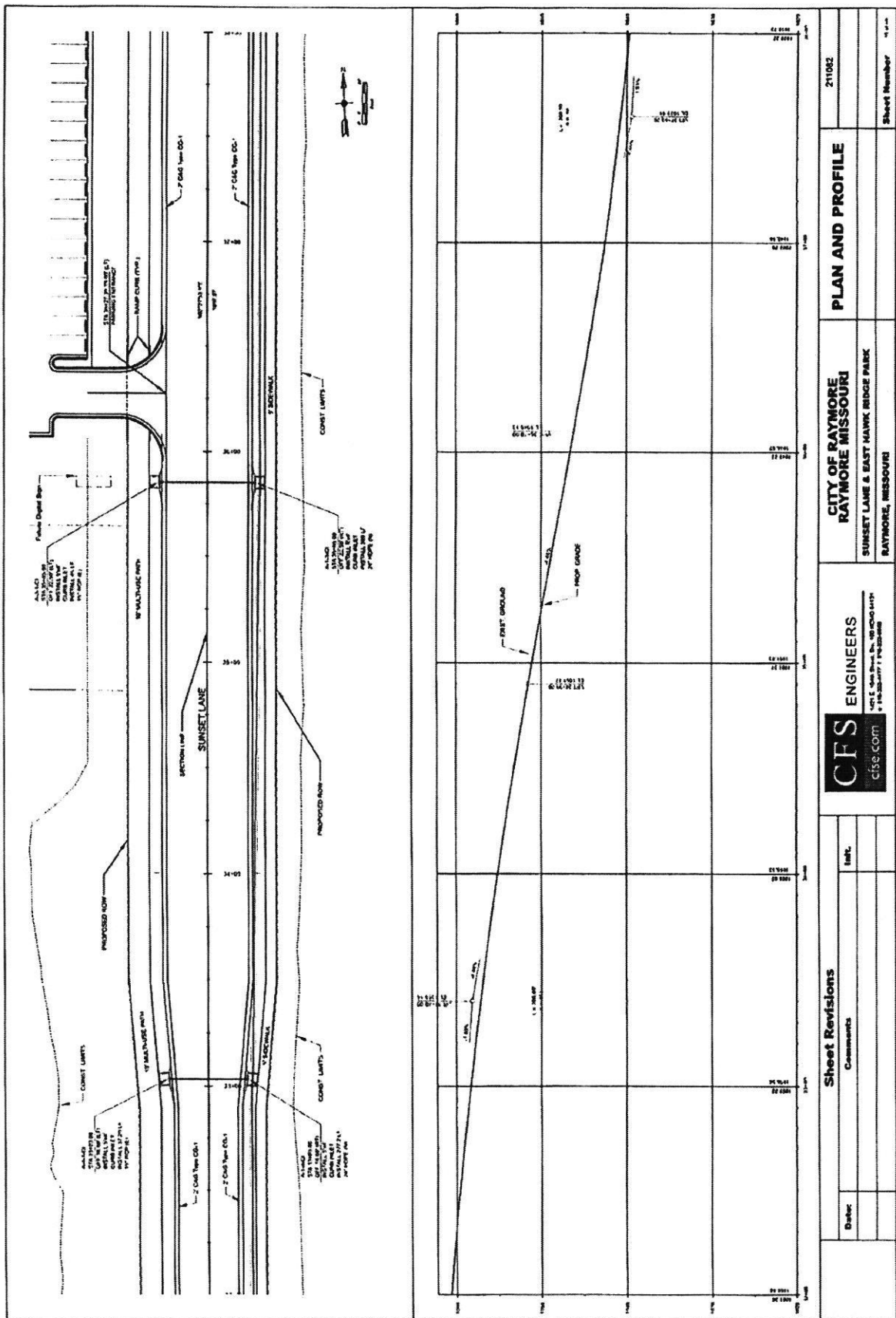


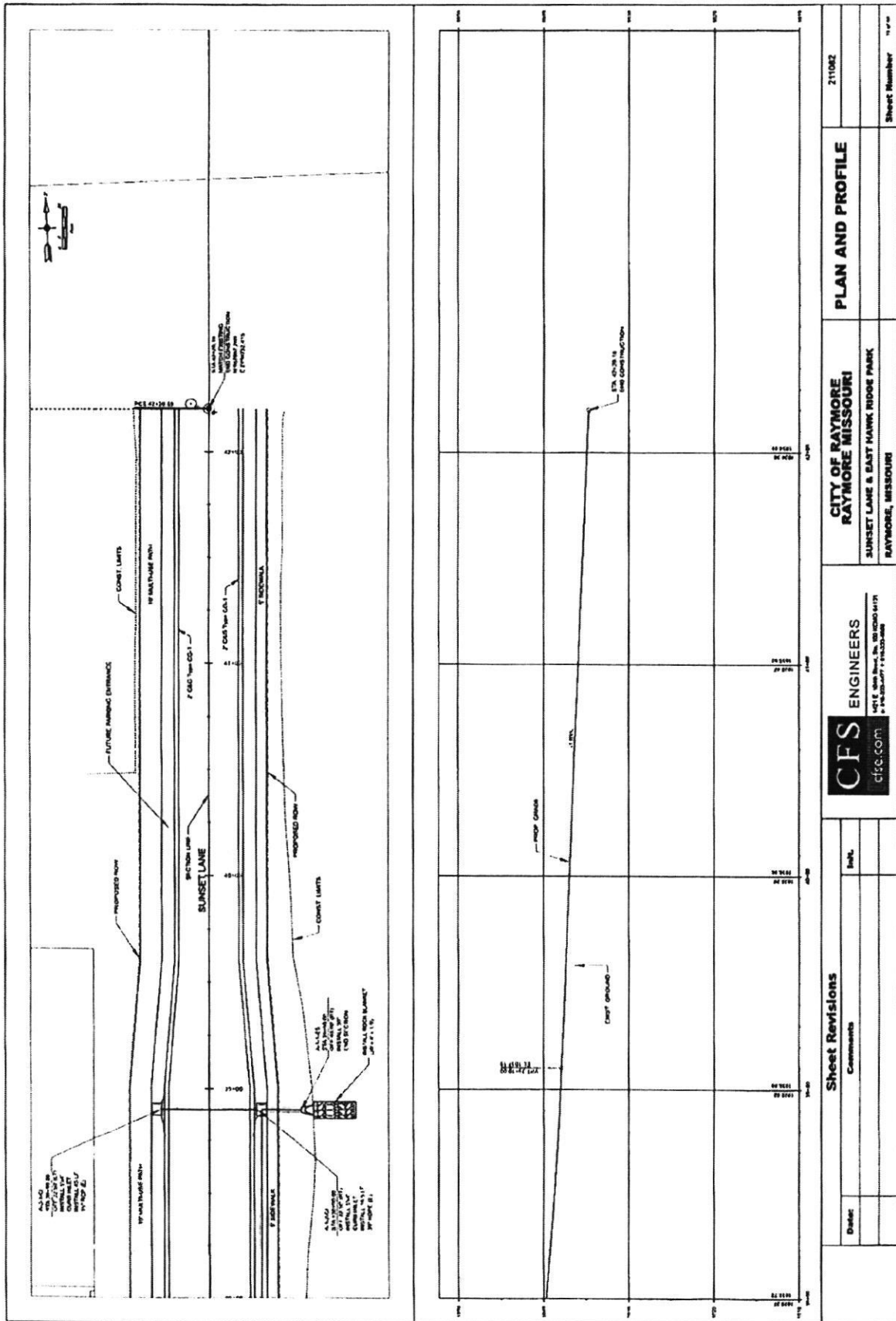














CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 9/23/2024
SUBMITTED BY: Trent Salsbury DEPARTMENT: Engineering
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Sunset Lane & Hawk Ridge Park Project

STRATEGIC PLAN GOAL / STRATEGY

2.2.2 Create and Maintain a well connected transportation network

FINANCIAL IMPACT

Award To: VF Anderson Builders
Amount of Request/Contract: \$2,118,106.14
Amount Budgeted: \$2,869,331.09
Funding Source/Account: 2020 GO Bond Project #361 - 163rd / Sunset

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
11/4/2024	4/25/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3916
2. Contract

BACKGROUND / JUSTIFICATION

The Sunset Lane and Hawk Ridge Park Project involves the construction of approximately 3,109 feet of Sunset Lane and the grading and paving for a new plaza and paved parking lot at Hawk Ridge Park.

Bids were received for the Sunset Lane and Hawk Ridge Park Project on August 22, 2024, as follows:

Bidder	Bid Base - Sunset	Hawk Ridge East Alt 1 - Access Road Total		
VF Anderson	\$1,759,820.88	\$271,839.98	\$86,445.28	\$2,118,106.14
JM Fahey	\$1,922,864.00	\$313,140.75	\$152,088.50	\$2,388,093.25
Wil-Pav	\$2,135,615.50	\$258,851.43	\$113,627.37	\$2,508,094.30
Amino Brothers	\$2,081,973.10	\$343,812.65	\$126,288.40	\$2,552,074.15

VF Anderson Builders is the lowest and best bidder in the amount of \$2,118,106.14.

BILL 3916

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VF ANDERSON BUILDERS FOR THE SUNSET LANE AND HAWK RIDGE PARK PROJECT, CITY PROJECT NUMBER 24-361-201, IN THE AMOUNT OF \$2,118,106.14 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Sunset Lane and Hawk Ridge Park Project was included in the 2024 Capital Budget; and,

WHEREAS, bids for this project were received on August 22, 2024; and,

WHEREAS, VF Anderson Builders 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 \$2,118,106.14 with VF Anderson Builders for the Sunset Lane and Hawk Ridge Park 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 23RD DAY OF SEPTEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 2024, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Sunset Lane and Hawk Ridge Park Grading, Drainage and Paving

This Contract for the Sunset Lane and Hawridge Park Grading, Drainage and Paving, hereafter referred to as the **Contract** is made this 14th day of October, 2024, between VF Anderson Builders, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 15707 E 215th Street, Peculiar, MO 64078, 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 October 14, 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 24-361-201 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 **150** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$2,118,106.14 which includes Alternate - Access Road.

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)

VF ANDERSON BUILDERS

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Sunset Lane and Hawk Ridge Park Grading, Drainage and Paving

ANTICIPATED SCOPE OF SERVICES:

The work to be accomplished under these Contract Documents includes furnishing all labor, materials and equipment to construct the City of Raymore, MO, "Sunset Lane Extension and Hawk Ridge Park Grading and Paving", complete and ready for use in accordance with the Contract Documents. All work, materials and equipment shall meet the Construction and Material Specifications of the City of Raymore, Missouri.

The construction of approximately 3,109.41 feet of Sunset Lane and the grading and paving for a new Plaza and paved parking lot at Hawk Ridge Park. The work includes the following Principal Items:

1. Clearing, Grubbing and Demolition
2. Excavation and Embankment
3. 6" Cement Stabilized Subgrade
4. Asphalt Roadway Construction
5. Asphalt Parking Lot Construction
6. Sidewalks
7. Multi-Use Path
8. Curbs and Gutters
9. Water Main and Water Service Line
10. Enclosed Storm Drainage
11. Erosion Control
12. Permanent Signage
13. Permanent Striping and Pavement Marking
14. Seeding

SUBSIDIARY WORK

All work shown in the plans or referred to in the technical specifications and not specifically set forth in the Itemized 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 proposal.

Mobilization, Bonds, and Insurance

Mobilization, Bonds and Insurance will be considered a lump sum item for payment. Payment shall be made on the schedule enclosed in the bid documents.

Clearing and Grubbing

Site clearing and grubbing shall be conducted in accordance with the City of Raymore Technical Specifications for Utility and Street Construction.

Payment

Final measurement will not be made for this work. Payment for this work shall be Lump Sum and shall be considered full compensation for all work complete and in place.

Excavation and Embankment

The Contractor shall perform all work necessary to excavate, remove, dispose of or compact all materials encountered within the limits of the project, at the locations shown on the plans. This work shall be performed in accordance with the City of Raymore Standard Technical Specification for Utility and Street Construction.

Payment

No direct measurement or payment will be made for grading of drives or entrance, sidewalks and other incidental grading items including stripping, stockpiling and spreading topsoil. Disposal of excess material, if any will also not be measured or paid for directly.

Final measurement will not be made for this work. The plan quantities in cubic yards as listed in the proposal shall be the payment quantities for "Excavation", and "Embankment" unless an authorized change in grade, slope, or typical section is made.

Payment for this work shall be made at the respective contract unit prices for "Excavation", and "Embankment" as listed in the Bid Form and shall constitute full compensation for labor, materials, and equipment necessary to complete the items.

6" Cement Stabilized Subgrade

Cement Stabilization of subgrade shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment, and materials to construct a stabilized road subgrade. The subgrade soils shall be treated with a minimum of 6% portland cement on a dry soil weight basis. The cement shall be thoroughly mixed with existing soils and compacted to at least 95% of the material's standard proctor maximum dry density, and within 0 to +3 of the material's optimum moisture content, as determined in general accordance with ASTM procedures. Each lift of compacted-engineered fill shall be tested and documented prior to placement of subsequent lifts. The work provided herein will not be measured for payment but will be considered a plan quantity.

ASPHALT CONSTRUCTION

2" APWA Type 3-01 Surface Asphalt: 2" Thick APWA Type 3 (3-01) Surface Asphalt shall be paid for at the unit bid price per square yard. The unit bid price for this line

item shall include all labor, equipment, and materials to place the surface course as per specification and plan. Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of 0.06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken. Nuclear density testing of the surface lift shall be considered subsidiary to this line item.

4" & 7" APWA Type 1-01 RC Base Asphalt: 4" & 7" Thick APWA Type 1 (1-01) RC Base Asphalt shall be paid for at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment, and materials to place the base lifts as per specification and plan. Nuclear density testing of each lift shall be considered subsidiary to this line item and is required before subsequent lifts are placed. Tack oil is to be Ultra Tack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of 0.06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken.

Curb and Gutter

Curb and Gutter shall be paid at the unit bid price per linear foot. The unit bid price for this line item shall include all labor, materials and equipment required to construct per plan location and detail. Concrete shall be a KCMMB 4K mix and the contractor shall observe APWA Hot and Cold weather construction practices as per Raymore City Specifications

Concrete Sidewalk

Concrete Sidewalk shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials required to construct concrete sidewalk as per plan location and detail. Concrete shall be a KCMMB 4K mix and the contractor shall adhere to APWA Hot and Cold weather practices as per Raymore City Specifications.

WATER MAINS

The Contractor shall perform all work necessary to construct the water main along Sunset Lane and the associated water service connections at the locations shown on the plans. This work shall be performed in accordance with the City of Raymore Standard Technical Specification for Utility and Street Construction.

Payment

The quantities of completed work will be measured in the following units:

A. C-900 Water Main - Pipe

1. Open Trenched: Measurement of various size and types of water mains including fittings or bends, will be in linear feet, as called for in the Contract Documents and/or as shown on the Plans, based on field-measured lengths of acceptably installed pipe, as measured along

the centerline thereof. Retainer glands, thrust blocks, encasement, location wire and tape, and other subsidiary items to the pipe will not be measured separately.

2. Tunneled, Bored or Jacked: Measurement will be made in linear feet for the applicable size, and type of water main, tunneled, bored or jacked as called for in the Contract Documents and/or as shown on the Plans, based on actual field-measured lengths of acceptably installed pipe within casing or tunnel liner, including sand fill, end seals and other subsidiary items.
- B. Valves and Valve Boxes: Measurement will be made for the applicable size and type of valve, including valve boxes, bases, lids and covers, as determined by the quantity of valves installed.
- C. Fire Hydrants: Measurement will be made based on the actual number of hydrants installed as called for on the Plans or as directed by the Engineer. No measurement for payment will be made for branch piping, fittings, couplings, thrust blocks or other appurtenant items except valves and valve boxes.
- D. Specials (Meter Vaults, Air Valves, Pressure-Relief Valves, etc.): Measurement for these type items will be made based on the actual number of units installed, as called for on the Plans or as directed by the Engineer.

Payment will be made at the respective unit price listed in the Bid Form and shall be full compensation for all labor, materials, and equipment necessary to complete the respective unit in place. There will be no separate measurement or payment for any item of work not specifically identified and listed in the Contract Documents, and all such work shall be considered a subsidiary item with all costs pertaining thereto included in the prices for other items listed in the Contract Documents.

STORM SEWERS

The Contractor shall perform all work necessary to construct the enclosed storm drainage system for Sunset Lane at the locations shown on the plans. This work shall be performed in accordance with the City of Raymore Standard Technical Specification for Utility and Street Construction.

Payment

The quantities of accepted work will be measured in the following units. All measurements will be plan measure except for authorized changes.

- A. HDPE Pipe: By the linear foot of each size and type. Measurement will be to the nearest 0.1 foot for each line between structures, and made to the inside face of the connecting structure. Precast or prefabricated end sections will be excluded from the pipe measurement. Excavation, bedding, and backfill shall be included in the cost per linear foot of pipe per each size and type.

- B. Prefabricated or Precast End Sections: By the number of each size and type.
- C. Structures: Inlets, manholes, headwalls, endwalls, curb inlets, field inlets, and other similar structures will be measured by the number of each size and type as listed in the Contract Documents.
- D. Filter Blanket: Unless otherwise stated in the Agreement, there will be no separate measurement or payment for filter blanket. All costs for such work shall be included in the price of the related item.
- E. Riprap: By the square yard of surface area per each size and depth as specified on the Plans or Standard Drawings. Measurement will be parallel to sloping surfaces. The thickness of the riprap shall conform to the plan dimension. Measurement and payment of the filter fabric shall be included in the cost per square yard of the riprap.

Payment will be made at the respective unit price listed in the Bid Form, and shall be full compensation for all labor, materials, and equipment necessary to complete the respective unit in place. There will be no separate measurement or payment for any item of work not specifically identified and listed in the Contract Documents, and all such work shall be considered a subsidiary item with all costs pertaining thereto included in the prices for other items listed in the Contract Documents.

EROSION CONTROL

The contractor shall provide erosion control for all areas disturbed during construction. All the requirements of the Kansas City Metropolitan Chapter of the American Public Works Association (APWA), *Standard Specifications and Design Criteria* apply.

The Contractor shall follow the erosion control plan that is shown in the Contract Drawings unless otherwise directed by the Engineer.

All materials for temporary sediment control devices shall meet the requirements of APWA Section 5108.

Installation and maintenance shall be in accordance with APWA Standard Drawings ESC-01 through ESC-49 as applicable.

Removal of Sediment. Excavate and remove accumulated sediment at inlet protection, straw barriers, and silt fences until turf is established in the tributary area. Sediment shall be removed when it has accumulated to a sufficient depth to impair the function of the device or create a hazard to traffic within the construction area. Regardless, sediment shall be removed when the accumulation depth at the barrier is equal to or greater than:

One (1) foot at the line of ditch checks, silt fences, and field inlets.

Three (3) inches at curb opening inlets in areas not subject to traffic during construction.

Payment

Final measurement will not be made for this work. The plan quantity listed in the Bid Form shall constitute the payment quantity unless an authorized change is made during construction.

Payment for this work shall be made at the respective contract units and unit price Silt Fence as listed in the Bid Form and shall be full compensation for all work complete and in place.

PERMANENT SIGNAGE

The Contractor shall perform all work necessary to install the permanent signage for Sunset Lane and Hawk Ridge Park at the locations shown on the plans. This work shall be performed in accordance with the City of Raymore Standard Technical Specification for Utility and Street Construction.

Payment

Payment will be made at the Contract Unit Price as listed in the Bid Form. Payment shall constitute full compensation for labor, materials, and equipment necessary to complete the item.

PERMANENT STRIPING AND PAVEMENT MARKING

The Contractor shall perform all work necessary to install the permanent striping and pavement markings for Sunset Lane and Hawk Ridge Park at the locations shown on the plans. This work shall be performed in accordance with the MUTCD.

Materials: White paint shall be Ozark Materials, LLC Paint Product #26226 or approved equal. Yellow Paint shall be Ozark Materials, LLC Paint Product #16226

Payment

Payment will be made at the Contract Unit Price as listed in the Bid Form. Payment shall constitute full compensation for labor, materials, and equipment necessary to complete the item.

SEEDING

The unit bid price shall be per acre. The unit bid price shall include all labor, equipment and materials required to establish grass and landscaping on disturbed areas. Seeding will be paid for when grass is established to the coverage density required by APWA Section 2400. Areas that are disturbed which lie outside the Contractor's seeding limits, as defined by the Plans or Contract Documents, will not be measured for payment, but shall be restored to a condition equal to or better than that existing prior to construction.

ADDITIONAL INFORMATION

Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 24-361-201

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 October, 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 24-361-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Vince Foreman having authority to act on behalf of (Company name) VF Anderson Builders do hereby acknowledge that (Company name) VF Anderson Builders 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: VF Anderson Builders

ADDRESS: 19209 East 23rd Street
Street

ADDRESS: Harrisonville Missouri 64701
City State Zip

PHONE: 816-935-9852

E-MAIL: vfbuilders@yahoo.com

DATE: 8/22/24 [Signature] President
(Month-Day-Year) Signature of Officer/Title

DATE: 8/22/24 [Signature] Secretary
(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 24-361-201

CONTRACTOR DISCLOSURES

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

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

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

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

Legal Matters

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

_____ Yes ☒ No If yes, provide details in an attachment.

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

_____ Yes ☒ No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for 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 24-361-201

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

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

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

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

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

State the number of Years in Business: _____

State the current number of personnel on staff: _____

VF ANDERSON BUILDERS LLC

15707 East 215th Street
Peculiar, MO 64078
Ph. 816-935-9852
Fax 816-779-7189

Reference List

Santa Fe Street Improvements City of Olathe Kansas Street Reconstruction including 4100 LF of Gravity Sewer, 3800 LF of Storm Sewer 4400 LF of Water Man, Street Lighting, and Traffic Signals \$9,518,455.00 Terese Vink 913/971/9032

Woodland Road Street Improvements City of Olathe Kansas Street Reconstruction including 4500 LF of Storm Sewer, 7500 LF of Waterline, Concrete Retaining walls, Traffic Signals and Street Lighting \$9,348,632.00 Terese Vink 913/971/9032

Ridgeview Road Improvements City of Olathe Kansas Street Reconstruction including 5340 LF of Storm Sewer, 6400 LF of Water main, Traffic Signals and Street Lighting \$7,318,744.00 Terese Vink 913/971/9032

159th and Blackbob Intersection Improvements City of Olathe Kansas Street Reconstruction including 2400 LF of Storm Sewer, 3000 LF of Water Main, Traffic Signals and Street Lights \$2,758,145.00 Terese Vink 913/971/9032

Johnson Drive Reconstruction City of Overland Park Kansas Street construction including Gravity Sewer and Storm Sewer Construction with 2500 LF of Precast Box Culvert \$7,648,564.00 Dan Miller 816/804/1230

Shawnee Kansas Nieman Middle Storm Drainage Precast Box Culvert, Sanitary Sewers and Street Reconstruction \$5,074,961.00 Cynthia Kraus 913/742/6236

Shawnee Kansas Nieman North Storm Drainage Precast Box Culvert, Sanitary Sewers and Street Reconstruction \$2,570,215.00 Cynthia Kraus 913/742/6236

Overland Park Storm Drainage Improvements Rolling Woods Precast Box Culvert \$1,856,325.00 Dan Miller 816/804/1230

2020 Overland Park Neighborhood Street Reconstruction, Storm Sewers, and Street lighting \$5,436,112.00 Becky Bonebrake 913/895/6000

2016 Overland Park CDBG Street Reconstruction, Storm Sewers, and Street lighting \$3,633,966.00 Becky Bonebrake 913/895/6000

92nd and Switzer Storm Drainage Improvements City of Overland Park including 3000 LF of Sanitary Sewer and 1800 LF of precast Box Culvert with Street Reconstruction \$5,697,640.00 Charlie Love 913/895/6000

VF ANDERSON BUILDERS LLC

15707 East 215th Street

Peculiar, MO 64078

Ph. 816-935-9852

Fax 816-779-7189

151st and Lindenwood Drainage Improvements City of Olathe Kansas including 3800 LF of Gravity Sewer, six Cell Box Culvert and Channel Improvements \$4,650,231.00 Chet Belcher 913/638/8250

Overland Park 2021 Major Storm 101st and Connell \$3,847,450.00 Ybairy Duin 913/895/6235

PROPOSAL FORM D

RFP 24-361-201

Proposal of VF Anderson Builders, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 24-361-201 – Sunset Lane and Hawk Ridge Park Grading, Drainage and Paving.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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



CITY OF RAYMORE

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



ADDENDUM NO. 1

Sunset Lane and Hawk Ridge Park Grading, Drainage and Paving
Project #24-361-201

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - Questions and clarification.

1. Clarification: The pay units for several pay items do not match the bid tabs on the plans sheets.

Response: Revised Bid Proposal Form E attached.

2. Question: Is there a geotechnical (soils) report available?

Response: No

3. Question: Can the grading CAD file be provided?

Response: The CAD file will be provided to the contractor that is awarded the contract.

4. Question: Will The City accept extra dirt/spoils?

Response: The extra dirt that is removed from the road will be able to be dumped nearby in Hawk Ridge Park. The final location will be designated prior to the start of the project. Any concrete rubble or other debris will need to be removed from the site.

5. Question: What type of pipe is the storm sewer supposed to be?

Response: Bid form E has been revised to reflect the change. Storm Sewer pipe shall be HDPE.

6. Question: Can the site be accessed from both the North and the South?

Response: Yes, however The City's preference would be that the site is accessed from the South side off of 58 Highway.

6. Question: 150 Days put this project finishing in February; will the city allow for additional working days?

Response: Yes, The City is open to adding days to the project via change order so that the completion date is not in the middle of winter.

7. Question: What class of C900 water pipe? DR18? DR14?

Response: Per City code the waterline should be C900 DR14.

8. Question: Details on 2" backflow vault shows 48" diameter precast vault, typically we would install these with a standard 36" HDPE meter pit and lid...is the precast vault necessary? Meter pit and lid would be much less expensive...

Response: The City is good with using a 36" HDPE meter pit and lid in lieu of the precast vault from the detail.

9. Clarification: Sheet 26 Calls for a 2" RPZ Backflow Preventer. This needs to be changed to a 2" Double Check Backflow Preventer. This has been clarified on bid form E. Sheet 26 will not be revised.

10. Question: Does the 17,472 SY of cement treated subgrade in the Base bid -Sunset Lane section include the following items:

- Does the quantity include the 10 foot wide path? If not, then what item do we price that work?

Response: Yes, this includes the 10 foot wide path

- Does the quantity include the parking lot located west of roadway station 37+00?

Response: No, the parking lot is included under the Hawk Ridge Park East.

11. Question: The 3,440 SY of cement treated subgrade in the Base bid-Hawk Ridge Park East, where is this area located?

Response: This is for the parking lot

12. Question: Does the 1,302 SY of cement treated subgrade in the Add Alternate-Access Road include the parking lot located north of the access road at approximately station 49+00

Response: Yes, the parking lot is included.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after August 15, 2024 at 12:00 p.m.

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

Company Name: VF Anderson Builders
By: Vince Finney
Title: President
Address: 14209 East 235th
City, State, Zip: Harrisonville Missouri 64701
Date: 8/22/24 Phone: 816-935-9852
Signature of Bidder: [Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

***REVISED* BID PROPOSAL FORM E - Project No. 24-361-201**

Sunset Lane and Hawk Ridge Park Grading, Drainage and Paving

1. Base Bid - Sunset Lane

Bid Items	Units	Estimated Quantities	\$ / Units	Total
MOBILIZATION	L.S.	1	\$ 42,000.00	\$ 42,000.00
CONSTRUCTION STAKING	LS.	1	\$ 16,000.00	\$ 16,000.00
SITE PREPARATION	L.S.	1	\$ 124,000.00	\$ 124,000.00
UNCLASSIFIED EXCAVATION	C.Y.	10,174	\$ 5.00	\$ 50,870.00
EMBANKMENT	C.Y.	5,453	\$ 3.00	\$ 16,359.00
6" CEMENT TREATED SUBGRADE	S.Y.	17,472	\$ 4.74	\$ 82,817.28
2" APWA TYPE 3-01 SURFACE ASPHALT	S.Y.	13,883	\$ 10.10	\$ 140,218.30
4" APWA TYPE 1-01 RC BASE ASPHALT	S.Y.	3,424	\$ 12.43	\$ 42,560.32
7" APWA TYPE 1-01 RC BASE ASPHALT	S.Y.	10,459	\$ 27.68	\$ 289,505.12
CONCRETE SIDEWALK, 4"	S.Y.	1,728	\$ 51.00	\$ 88,128.00
CURB AND GUTTER TYPE CG-1	LF.	6,169	\$ 20.90	\$ 128,932.10
PERMANENT SIGNING AND PAVEMENT MARKING	LS.	1	\$ 7,047.00	\$ 7,047.00
SILT FENCE	LF.	9,824	\$ 3.24	\$ 31,829.76
PERMANENT SEEDING	ACRE	1	\$ 2,000.00	\$ 2,000.00
5' X 4' CURB INLET	EA.	18	\$ 6,100.00	\$ 109,800.00
15" RCP	LF.	337	\$ 108.00	\$ 36,396.00
15" HOPE	L.F.	120	\$ 58.00	\$ 6,960.00
18" HOPE	L.F.	170	\$ 68.00	\$ 11,560.00
24" HOPE	L.F.	1,665	\$ 84.00	\$ 139,860.00
30" HOPE	L.F.	17	\$ 129.00	\$ 2,193.00
30" FLARED END SECTION	EA.	1	\$ 2,000.00	\$ 2,000.00
12" SOLID SLEEVE	EA.	2	\$ 1,300.00	\$ 2,600.00
12" C-900	LF.	2,657	\$ 105.00	\$ 278,985.00
STRADDLE BLOCK	EA.	1	\$ 1,400.00	\$ 1,400.00
12" GATE VALVE	EA.	7	\$ 5,200.00	\$ 36,400.00
6" GATE VALVE	EA.	6	\$ 2,200.00	\$ 13,200.00
12" x 6" TEE WITH BACKING BLOCK	EA.	6	\$ 2,100.00	\$ 12,600.00
FIRE HYDRANT	EA.	6	\$ 5,200.00	\$ 31,200.00
12" END CAP	EA.	1	\$ 900.00	\$ 900.00
ROCK BLANKET	S.Y.	18	\$ 100.00	\$ 1,800.00
WORK ZONE TRAFFIC CONTROL	LS	1	\$ 1,700.00	\$ 1,700.00
6" 90 DEGREE BEND WITH BACKING BLOCK	EA.	6	\$ 1,000.00	\$ 6,000.00
12" X 2" TEE WITH BACKING BLOCK	EA.	1	\$ 2,000.00	\$ 2,000.00
TOTAL BASE BID SUNSET LANE				\$1,759,820.88

2. Base Bid - Hawk Ridge Park East

Bid Items	Units	Estimated Quantities	\$/Units	Total
MOBILIZATION	LS.	1	\$ 4,000.00	\$ 4,000.00
CONSTRUCTION STAKING	LS.	1	\$ 3,780.00	\$ 3,780.00
CLEARING, GRUBBING, AND DEMOLITION	LS.	1	\$ 62,000.00	\$ 62,000.00
UNCLASSIFIED EXCAVATION	C.Y.	6,395	\$ 5.00	\$ 31,975.00
EMBANKMENT	C.Y.	2,632	\$ 3.00	\$ 7,896.00
6" CEMENT TREATED SUBGRADE	S.Y.	3,440	\$ 5.41	\$ 18,610.40
2" APWA TYPE 3-01 SURFACE ASPHALT	S.Y.	1,434	\$ 13.69	\$ 19,631.46
6" APWA TYPE 1-01 RC BASE ASPHALT	S.Y.	1,434	\$ 29.18	\$ 41,844.12
CURB STOPS	EA.	34	\$ 216.00	\$ 7,344.00
5' CONCRETE SIDEWALK, 4"	S.Y.	233	\$ 52.00	\$ 12,116.00
CURB AND GUTTER TYPE CG-1	L.F.	150	\$ 28.00	\$ 4,200.00
2' RIBBON CURB	L.F.	685	\$ 28.00	\$ 19,180.00
12" HOPE	L.F.	41	\$ 51.00	\$ 2,091.00
12" FLARE END SECTION	E.A.	2	\$ 700.00	\$ 1,400.00
2" PVC WATER SERVICE LINE	LF.	207	\$ 36.00	\$ 7,452.00
8" X 2" REDUCER	EA.	1	\$ 1,600.00	\$ 1,600.00
2" WATER METER	EA.	1	\$ 5,000.00	\$ 5,000.00
2" DOUBLE CHECK BACKFLOW PREVENTER VALVE	EA.	1	\$ 7,100.00	\$ 7,100.00
12" x 2" TEE	EA.	1	\$ 2,300.00	\$ 2,300.00
2" PLUG	EA.	1	\$ 500.00	\$ 500.00
PERMANENT SIGNING AND PAVEMENT MARKING	LS.	1	\$ 3,600.00	\$ 3,600.00
SILT FENCE	L.S.	1	\$ 1,620.00	\$ 1,620.00
PERMANENT SEEDING	ACRE	3.3	\$ 2,000.00	\$ 6,600.00
TOTAL BASE BID HAWK RIDGE PARK EAST				\$ 271,839.98

Add Alternate - Access Road

Bid Items	Units	Estimated Quantities	\$/Units	Total
MOBILIZATION	L.S.	1	\$ 1,200.00	\$ 1,200.00
CONSTRUCTION STAKING	LS.	1	\$ 1,620.00	\$ 1,620.00
SITE PREPARATION	LS.	1	\$ 3,500.00	\$ 3,500.00
UNCLASSIFIED EXCAVATION	C.Y.	301	\$ 20.00	\$ 6,020.00
EMBANKMENT	C.Y.	62	\$ 10.00	\$ 620.00
6" CEMENT TREATED SUBGRADE	S.Y.	1,302	\$ 10.15	\$ 13,215.30
2" APWA TYPE 3-01 SURFACE ASPHALT	S.Y.	1,302	\$ 14.33	\$ 18,657.66
6" APWA TYPE 1-01 RC BASE ASPHALT	S.Y.	1,302	\$ 30.16	\$ 39,268.32
CURB STOPS	EA	9	\$ 216.00	\$ 1,944.00
PERMANENT SEEDING	ACRE	0.2	\$ 2,000.00	\$ 400.00
TOTAL ALTERNATE BID ACCESS ROAD				\$ 86,445.28

Company Name VF Anderson Builders

Total Base Bid for 1 & 2 Project Number: 24-361-201

\$ 2,031,660 ⁸⁶

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

(\$ two million thirty one thousand six hundred sixty dollars and) eight six cents

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

Alternate Base Bid

\$ 86,445 ²⁸

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

(\$ Eighty six thousand four hundred forty five dollars and twenty) eight cents

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

***REVISED* BID PROPOSAL FORM E - RFP 24-361-201**
CONTINUED

Company Name VF Builders

By [Signature]
Authorized Person's Signature
Vince Freeman President
Print or type name and title of signer

Company Address 19209 East
231st Street Harrisonville
Missouri 64701

Phone 816-935-9852

Fax 816-817-2947

Email vfbuilder@yahoo.com

Date 8/22/29

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 182707

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

Employer VF Anderson Builders

Tim S Anderson

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/21/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/21/2009

Date



Company ID Number: 182707

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: VF Anderson Builders

Company Facility Address: 12545 Olive Blvd.

Ste. 272

Saint Louis, MO 63141

Company Alternate
Address:

County or Parish: SAINT LOUIS

Employer Identification
Number: 201218715

North American Industry
Classification Systems
Code: 238

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified
for: 1

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

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 182707

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

Name: **Tim S Anderson**
Telephone Number: **(314) 267 - 4420**
E-mail Address: **legacywalls@yahoo.com**

Fax Number: **(314) 872 - 8922**



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 9/23/2024
SUBMITTED BY: Trent Salsbury DEPARTMENT: Engineering
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Sidewalk Replacement Project

STRATEGIC PLAN GOAL / STRATEGY

2.2.2 Create & maintain a well connected transportation network

FINANCIAL IMPACT

Award To: INCO-USA, LLC
Amount of Request/Contract: \$200,554.07
Amount Budgeted: \$330,000.00
Funding Source/Account: Transportation Fund(36)

PROJECT TIMELINE

Estimated Start Date
10/14/2024

Estimated End Date
12/27/2024

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3917
2. Map
3. Contract

BACKGROUND / JUSTIFICATION

The Sidewalk Replacement Project will include work in the neighborhoods as shown on the attached map.

Bids were received for the Sidewalk Replacement Project on August 29, 2024 as follows:

INCO-USA	\$200,554.07
Byrne & Jones	\$209,927.60
All Pro Asphalt	\$217,684.00
Terry Snelling Construction	\$248,500.00

INCO-USA is the lowest and best bidder. Staff recommends the contract for the Sidewalk Replacement Project to be awarded to INCO-USA in the amount of \$200,554.07.

BILL 3917

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INCO-USA LLC FOR THE SIDEWALK REPLACEMENT PROJECT, CITY PROJECT NUMBER 24-458-201, IN THE AMOUNT OF \$200,554.07 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Sidewalk Replacement Project was included in the 2023 Capital Budget; and,

WHEREAS, bids for this project were received on August 29, 2024; and,

WHEREAS, INCO-USA 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 \$200,554.07 with INCO-USA for the Sidewalk 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 23RD DAY OF SEPTEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 2024, BY THE FOLLOWING VOTE:

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

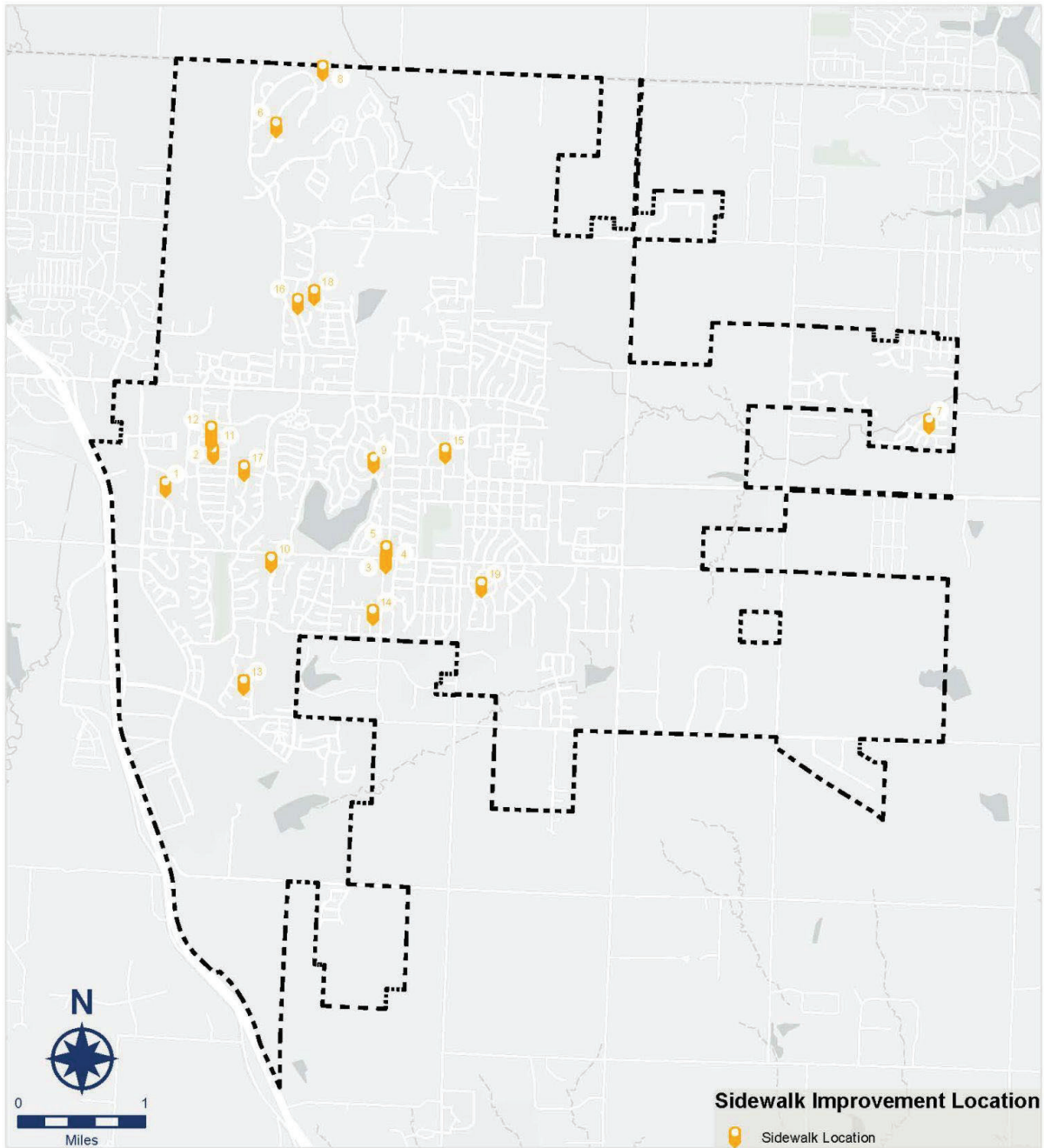
ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Sidewalk Improvement
public works



CITY OF RAYMORE
CONTRACT FOR SERVICES

Sidewalk Replacement Project

This Contract for the Sidewalk Replacement Project, hereafter referred to as the **Contract** is made this 14th day of October, 2024, between INCO-USA LLC, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 1205 Ott Street, Olathe, Kansas 66061, 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 October 14, 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 24-458-201 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 **60** 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 \$200,554.07.

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)

INCO-USA, LLC

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Sidewalk Replacement Project

ANTICIPATED SCOPE OF SERVICES:

- The Sidewalk Replacement Project primarily includes removal and replacement of existing sidewalk and Replacing/Installing ADA Ramps.

1. SPECIFICATIONS WHICH APPLY

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, latest edition. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall take precedence for construction. All equipment and material not covered by APWA, the City's Technical Specifications or MODOT's Standard Specifications for Highway Construction Manual are included following this sheet. *Where the standards are in conflict, the more stringent criteria shall apply.*

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

Contractor shall complete work within **60** calendar days of issuance 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. SPECIAL CONDITIONS

- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *Sidewalk Removal:* The unit price named in the bid shall be for the Square Foot (SF) of existing sidewalk removed to install the proposed **4" thick** concrete sidewalk. The unit price named in the bid shall cover all costs in connection therewith, including cutting, tree branch trimming and disposal, removal of existing material, disposal of material and site preparation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Sidewalk Replacement:* The unit price named in the bid shall be for the Square Foot (SF) of **4" thick** concrete sidewalk installed. The unit price named in the bid shall cover all costs in connection therewith, including cutting, expansion joint material, placement of AB-3 subgrade leveling course as required, installation of new **4" thick** concrete and protection of the new concrete during the curing process. **Concrete shall be an approved KCMMB 4K mixture.** The concrete shall NOT be reinforced with rebar. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. One set of concrete compressive

strength cylinders shall be made each week the sidewalk is installed. Four cylinders per test site will be required. Testing & restoration shall be subsidiary to this bid item.

- *New Sidewalk Installation:* The unit price named in the bid shall be for the Square Foot (SF) of **4" thick** concrete sidewalk installed. The unit price named in the bid shall cover all costs in connection therewith, including cutting, expansion joint material, placement of AB-3 subgrade leveling course as required, installation of new **4" thick** concrete and protection of the new concrete during the curing process. **Concrete shall be an approved KCMMB 4K mixture.** The concrete shall NOT be reinforced with rebar. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. One set of concrete compressive strength cylinders shall be made each week the sidewalk is installed. Four cylinders per test site will be required. Testing & restoration shall be subsidiary to this bid item. This line item includes the removal of existing material to install new sidewalks on both sides of Hampton Drive.
- *6" Base Rock, Installed:* 6" Base Rock installed shall be paid at the unit bid price per square foot. The unit bid price shall include all labor, equipment and materials required to construct 6" thick mat of compacted Type 5 aggregate base rock. Any additional excavation required to install the base rock shall be considered subsidiary to this line item. Material shall be in accordance with MoDOT Standard Specifications Section 1004 and installation shall be in accordance with MoDOT Standard Specifications Section 310.
- *ADA Ramp:* The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (more than one pad may be required at no additional cost), installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps include the transition, ramp, landing and up to 15 LF of curb as required. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **The ADA ramp shall be 6" thick concrete without reinforcement bar. If a diagonal ramp is selected for replacement a directional ramp may be used, this may require repositioning the ramp location. See the attached ramp detail sheet for additional information.**

- *Pre-Construction Photos:* The unit price named in the bid shall be for the lump sum cost to take pre-construction photos. The pre-construction photos are required at each location where work will occur. The photos will be the property of the City and will need to be submitted prior to material removal.
- *Site Restoration/Hydroseeding:* This shall be considered subsidiary to the installation of the project. The site shall be restored to pre-construction quality. Hydroseeding shall be performed in conformance with KC APWA section 2404. A 4" deep layer of topsoil shall be considered subsidiary to all areas requiring soil as part of the site restoration. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of a suitable seedbed. **Regardless of what season of the year the project is awarded, acceptance of this project and release of final payment will not occur until vegetation is established.**
- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.
- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.

- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (M CIB) Sections 10 and 11 for cold or hot weather concrete. With the following exception: concrete shall not be placed when temperatures are below 34 °F.

7. ADDITIONAL REQUIREMENTS

- *Notification:* Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations. City will provide door hangers.
- *Tax Exempt:* This is a Tax Exempt Project
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.

- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. 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, providing all construction plant equipment and tools, 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.

10. ADDITIONAL BIDDING INFORMATION

<u>Location</u>	<u>LF of removal and replace</u>	<u>Notes</u>
403 Meadowlark Drive	15'	4' sidewalk
1612 Stasi Ave	10'	4' sidewalk
611 S Sunset	45'	4' sidewalk
609 S Sunset	40'	4' sidewalk

601 S Sunset	50'	4' sidewalk
1503 Cross Creek Dr	0'	2ADA Ramps 4' Sidewalk
1551 Brompton Lane	8'	4' sidewalk
Alexander Creek Drive	610'	4' sidewalk
1508 Hodges Lane	100'	4' sidewalk
N Lakeshore / Silver Lake Circle	25'	4' sidewalk
610 Cedar Ridge Drive	20'	4' sidewalk
1701 Robert Dr	70'	4' sidewalk
1701 Cooper Drive	15'	4' sidewalk
1514 Spur Ridge	0'	1 ADA Ramp 4' sidewalk
813 Coventry Lane	100'	4' sidewalk
203 N Woodson Dr	15'	4' sidewalk
1229 Wiltshire Blvd	10'	4' sidewalk
304 Eagle Glen Dr	30'	4' sidewalk
Hampton Drive	675'	New 4' Sidewalk, 5' wide passing area required at 200 LF increments.
Shadowood Neighborhood Sidewalk	2000'	This sidewalk will be installed in the Shadowood neighborhood. 6" of base rock will be required under all sections. The extents of each section will be identified in the field. 4' Sidewalk. Possible ADA Ramps.

11. ADDITIONAL INFORMATION

11.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 24-458-201

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 October, 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 24-458-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: INCO USA LLC

ADDRESS: 1205 Ott Street
Street

ADDRESS: Olathe Kansas 66061
City State Zip

PHONE: 913-250-8776

E-MAIL: HTabora@inco-usa.net

DATE: 08-29-2024  / Partner
(Month-Day-Year) Signature of Officer/Title

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

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

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

PROPOSAL FORM B

RFP 24-458-201

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 24-458-201

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 Salina
ADDRESS	300 W Ash St, Salina, KS 67401
CONTACT PERSON	Melissa Fowler
CONTACT EMAIL	melissa.fowler@salina.org
TELEPHONE NUMBER	785-309-5725
PROJECT, AMOUNT AND DATE COMPLETED	Sidewalk Repair No. 23024, \$36,772.90, 09-09-20223

COMPANY NAME	City of Salina
ADDRESS	300 W Ash St, Salina, KS 67401
CONTACT PERSON	Melissa Fowler
CONTACT EMAIL	melissa.fowler@salina.org
TELEPHONE NUMBER	785-309-5725
PROJECT, AMOUNT AND DATE COMPLETED	2024 Sidewalks, \$168,932.64, In progress

COMPANY NAME	City of Liberty
ADDRESS	101 E Kansas Street, Liberty, MO 64068
CONTACT PERSON	Joshua Martinez
CONTACT EMAIL	jmartinez@libertymo.gov
TELEPHONE NUMBER	816-439-4502
PROJECT, AMOUNT AND DATE COMPLETED	2024 Concrete Flatwork Replacement No. 24-003, \$68,294.40, In progress

COMPANY NAME	City of Gardner
ADDRESS	120 E Main St, Gardner, KS 66030
CONTACT PERSON	John Trickett
CONTACT EMAIL	jtrickett@gardnerkansas.gov
TELEPHONE NUMBER	913-856-0920
PROJECT, AMOUNT AND DATE COMPLETED	Project # PW6009, Santa Fe sidewalk, \$74,683.92, In progress

COMPANY NAME	Jeremy Snider
ADDRESS	9221 W 113th St, Overland Park, KS 66210
CONTACT PERSON	Jeremy Snider
CONTACT EMAIL	jeremy@sellwithsnider.com
TELEPHONE NUMBER	913-244-4424
PROJECT, AMOUNT AND DATE COMPLETED	Driveway Replacement, \$11,400.05, 12-15-2023

State the number of Years in Business: 6 Years

State the current number of personnel on staff: 5

PROPOSAL FORM D

RFP 24-458-201

Proposal of INCO USA LLC, organized and
(Company Name)
existing under the laws of the State of Kansas & Missouri, doing business
as INCO USA LLC (*) Partnership

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. 24-458-201 – Sidewalk Replacement Project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

BID PROPOSAL FORM E – Project No. 24-458-201**Sidewalk Replacement Project****Base Bid**

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization	LS	1	\$ 1,195.32	\$ 1,195.32
Sidewalk removal	SF	12,620	\$ 1.62	\$ 20,444.40
Sidewalk Replacement	SF	12,620	\$ 7.81	\$ 98,562.20
New Sidewalk installation (4')	SF	2,700	\$ 11.34	\$ 30,618.00
6" Base rock, Installed	SF	8,000	\$ 4.63	\$ 37,040.00
ADA ramp, removal and replacement	EA	7	\$ 1,728.07	\$ 12,096.49
Pre-Construction Photos	LS	1	\$ 597.66	\$ 597.66
TOTAL BASE BID				\$ 200,554.07

Company Name INCO USA LLC

Total Base Bid for Project Number: 24-458-201

\$ 200,554.07

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

(\$Two Hundred Thousand Five Hundred Fifty Four Dollars with 07/100)

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

**BID PROPOSAL FORM E – RFP 24-458-201
CONTINUED**

Company Name INCO USA LLC

By 

Authorized Person's Signature

Hector Tabora / Partner

Print or type name and title of signer

Company Address _____

1205 Ott Street, Olathe Kansas 66061

Phone 913-250-8776

Fax N/A

Email HTabora@inco-usa.net

Date 08-29-2024

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

Sidewalk Replacement Project
Project #24-458-201

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - Questions

1. Question: How are the ADA Ramps paid? Do type A-1 ramps get paid as quantity of 2?

Response: Type A ramps will be paid as a quantity of **1**. Type A-1 ramps will be paid as quantity of **2**

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after August 23, 2024 at 12:00 p.m.

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

Company Name: INCO USA LLC

By: Hector Tabora

Title: Partner

Address: 1205 Ott Street

City, State, Zip: Olathe, Kansas, 66061

Date: 08-29-2024 Phone: 913-250-8776

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

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 Hector Tabora, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Hector Tabora

Company: INCO USA LLC

Address: 1205 Ott Street, Olathe, Kansas 66061

- 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 # 24-458-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

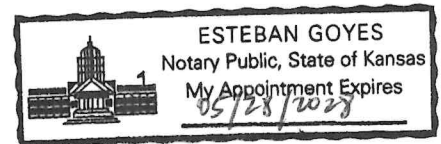
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

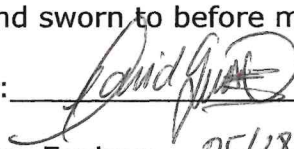
INCO USA LLC
Company Name


Signature

Name: Hector Tabora

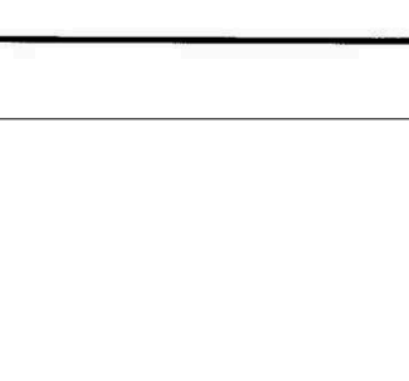
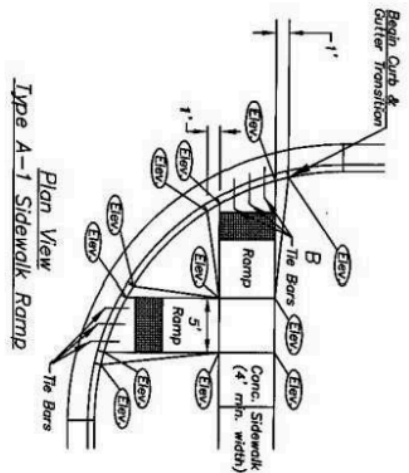
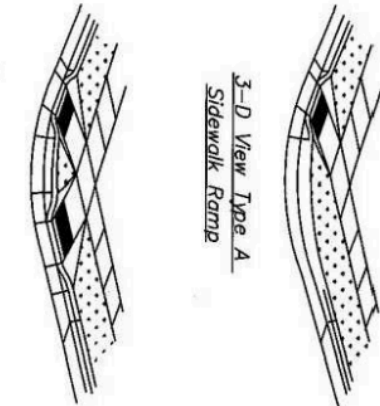
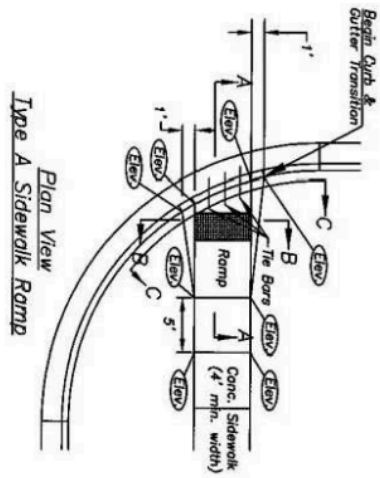
Title: Partner



STATE OF KANSAS COUNTY OF JOHNSON
Subscribed and sworn to before me this 29th day of AUGUST, 2024.
Notary Public: 
My Commission Expires: 05/28/2028 Commission # 1220555

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

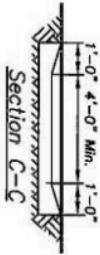
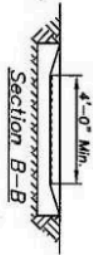
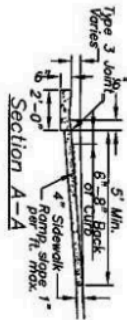
- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.



NOTES

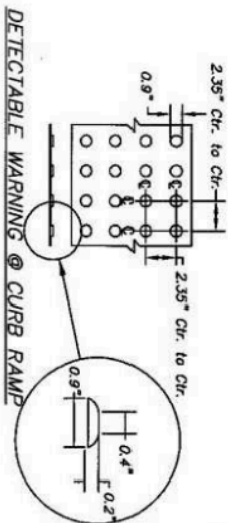
1. Sidewalk ramp location determined from the intersection of the extension of back of sidewalk and back of curb and gutter.
2. Plan drawings shall include a table of elevations for of points labelled as (ELEV).
3. Key all construction joints or use the bars #4 epoxy coated @ 12" o.c.
4. Longitudinal joint spacing to match width of sidewalk.
5. Isolation joints shall be placed where walk abuts driveways and similar structures, and 250' centers max.
6. Sidewalk Ramp shall be lengthened to provide ADA compliance slope but need not exceed 15'.
7. ADA maximum ramp slope = 1"/ft.
8. ADA maximum cross slope = 2%.

ArmourCast panels or approved equal, brick pavers are not acceptable.

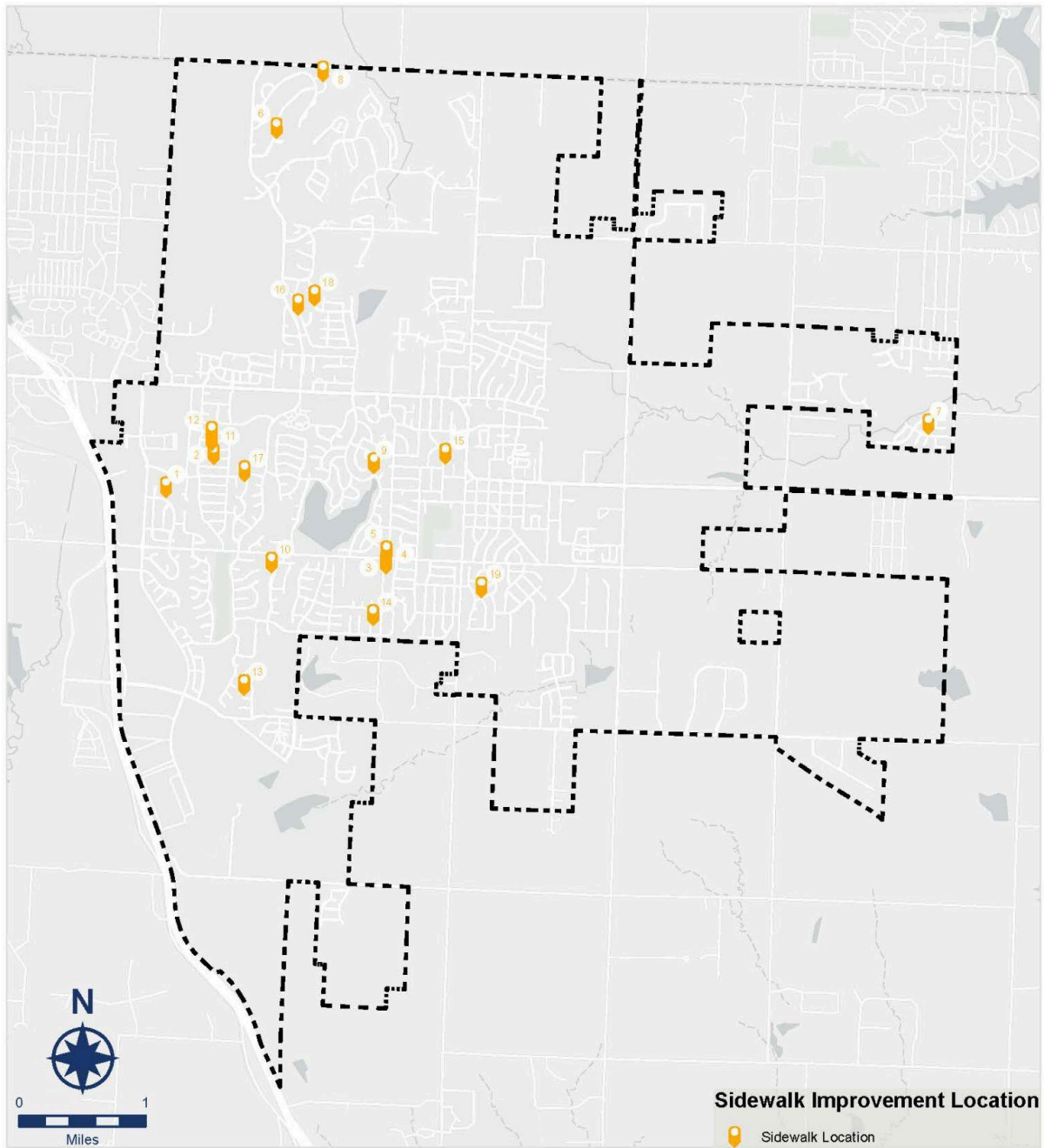


Note: Curb may vary with the type of curb required.

** Contractor shall transition Curb and Gutter to Match Proposed Sidewalk Using Stringline, Straight Edge, etc. Projected from the R/W line. (Typical both sides).



Engineering Department City of Raymore 100 Marshall Circle Raymore, MO 64083 816-331-1502 Fax 816-331-4087		DATE	
Drawn: Modified 2013		DATE	
CHECKED		DATE	
APPROVED		DATE	
CITY OF RAYMORE		TYPE A AND A-1 HANDICAPPED ACCESS RAMPS	
SIZE: FROM NO.		DWS NO.	
SCALE: NONE		St-5	
SHEET 1		OF 1	



Sidewalk Improvement
public works

Public Works
100 Municipal Cir
Raymore, MO
64083

PH: 816-331-1852



7/29/2024

2024 Sidewalk Improvement Bidding Information

<u>ID</u>	<u>Location</u>	<u>LF</u>	<u>Notes</u>
1	403 Meadowlark Dr	15'	4' sidewalk
2	1612 Stasi Ave	10'	4' sidewalk
3	611 S Sunset Ln	45'	4' sidewalk
4	609 S Sunset Ln	40'	4' sidewalk
5	601 S Sunset Ln	50'	4' sidewalk
6	1503 Cross Creek Dr	0'	2 ADA Ramps, 4' Sidewalk
7	Alexander Creek Dr	610'	Base Rock? 4' Sidewalk
8	1508 Hodges Ln	100'	4' Sidewalk
9	N Lakeshore Dr / Silver Lake Cir	25'	4' Sidewalk
10	610 Cedar Ridge Dr	20'	4' Sidewalk
11	1701 Roberta Dr	70'	4' Sidewalk
12	1701 Cooper Dr	15'	4' Sidewalk
13	1514 Spur Ridge Cir	0'	1 ADA Ramp, 4' Sidewalk
14	813 Coventry Ln	100'	4' Sidewalk
15	203 N Woodson Dr	15'	4' Sidewalk
16	1229 Wiltshire Blvd	10'	4' Sidewalk
17	304 Eagle Glen Dr	30'	4' Sidewalk
18	Hampton Dr	675'	New 4' Sidewalk
19	Shadowood Neighborhood Sidewalk	2000'	6" of base rock will be required under all sections. The extents of each section will be identified in the field. 4' sidewalk, possible ADA Ramps.

Page 1 of 1



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 9/23/2024
SUBMITTED BY: Nathan Musteen DEPARTMENT: Parks and Recreation
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Memorial Park Bridges

STRATEGIC PLAN GOAL / STRATEGY

Goal 2.2.3: Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To: Terry Snelling Construction
Amount of Request/Contract: \$230,000.00
Amount Budgeted: \$2,682,072.00
Funding Source/Account: 2024 Special Obligation Bond

PROJECT TIMELINE

Estimated Start Date
10/8/2024

Estimated End Date
4/6/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Park Board
Date: 09/10/2024
Action/Vote: Approval, 5-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3915
2. Contract

BACKGROUND / JUSTIFICATION

This project involves the replacement of three walking bridges along the Arboretum Trail at Memorial Park. The wooden pedestrian bridges were built in the 1990s and will be removed and replaced with a boardwalk style bridge similar to the boardwalk at

Centerview. The bridge replacements are part of the 2023 Trail Repair project.

Two bids were received on August 28, 2024:

Terry Snelling Construction	\$230,000
Mega KC Corp	\$319,300

Staff is recommending award of contract to Terry Snelling Construction in the amount of \$230,000.

BILL 3915

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION, INC. FOR THE MEMORIAL PARK BRIDGES PROJECT, CITY PROJECT NUMBER 24-449-202, IN THE AMOUNT OF \$230,000 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Memorial Park Bridges project was included in the 2024 Special Obligation Bond; and,

WHEREAS, bids for this project were received on August 28, 2024; and,

WHEREAS, Terry Snelling 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 \$230,000 with Terry Snelling Construction, Inc. for the Memorial Park Bridges 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 23RD DAY OF SEPTEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 2024, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Memorial Park Bridges

This Contract for the Memorial Park Bridges project, hereafter referred to as the **Contract** is made this 7th day of October, 2024, between Terry Snelling Construction Inc, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 20004 E Yocum Rd, Independence, MO 64058, 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 October 7, 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 24-449-202 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **180** 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 \$230,000.

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)

TERRY SNELLING CONSTRUCTION, INC.

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Memorial Park Bridges

ANTICIPATED SCOPE OF SERVICES:

This project consists of:

- Removal and disposal of three existing, wooden foot bridges in Memorial Park.
- Installation of 3 bridges of 10' wide, elevated boardwalk with railing along both sides, manufactured by Wickcraft, Modular Trail Structures or approved equal. Bridge lengths are 44', 60' and 44'. Decking is to be pressure-treated, yellow pine, kiln dried after treatment.
- Reinforced concrete abutments as per plan at each end of the bridges.
- Bridges are to be supported on concrete piers and pan footings as per plan details. Piers are to project the minimum amount above grade while meeting the maximum leg length as per the boardwalk manufacturer.
- Restoration by hydroseed

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" October 2001 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

Following are the completion dates for various portions of the contract. These completion dates shall be strictly adhered to.

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 2001 shall be amended to include the following:

Contractor shall complete work within 180 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. This item shall be paid for as per the schedule in the General Conditions of the Raymore Specifications.

B. Grading, Clearing and Demolition: Grading, Clearing and Demolition shall be considered a lump sum item for payment. The lump sum shall cover all labor, equipment and materials required to prepare the site for the bridge construction. This includes, but is not limited to, removing and

disposing of the existing bridges, footings and abutments. Site is to be returned to pre-construction grades upon completion of the project.

- C. Surveying:** Surveying shall be considered a lump sum item for payment. The lump sum shall be considered to include all costs to establish controls to complete the project. Any re-staking is the responsibility of the contractor. Staking the location and elevation of the concrete piers is the responsibility of the contractor and subsidiary to this line item.
- D. 10' Wide Bridges:** 10' Wide Bridges shall be paid for at the unit bid price per linear foot. The unit bid price shall include all labor, equipment and materials required to install the bridges as per plan location and manufacturer's specifications. The unit bid price shall include all shipping charges and any other costs associated with completing the bridges.
- E. Abutments:** Abutments shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to construct as per plan detail. All concrete is to be KCMMB 4000 lb mix.
- F. Concrete Piers:** Concrete Piers will be paid for at the unit bid price per vertical foot of concrete pier. The unit bid price shall include all labor, equipment and materials required to install the concrete piers to the locations specified by the Wickcraft shop drawings and the plan elevation. All rebar and fasteners are considered subsidiary to this line item.
- G. 2 7/8" Piles:** 2 7/8" Piles will be paid for at the unit bid price per foot, the length being measure as from the top of the concrete pier to the top of the saddle cap insert. The unit price shall include all labor, equipment and materials to install piles extending from the piers to the saddle cap of the boardwalk. The pan foot is considered a subsidiary to this line item.
- H. Silt Fence:** Silt Fence shall be paid for at the unit bid price per linear foot. The unit bid price shall include all necessary labor, equipment and materials to install, maintain and remove silt fence as per shown on plan, in the SWPPP or as directed by the owner during the project. Inspection of the silt fence and documentation of the inspections will be considered subsidiary to this line item.
- I. Construction Entrances:** Construction Entrances. The unit bid price shall include all equipment, labor and materials to construct, maintain and remove gravel/rock construction entrances as per plans. Post removal, the area where the construction entrances was located will be restored to equal or better condition than prior to construction.
- J. Restoration:** Restoration shall be considered as a lump sum for payment. This lump sum price shall include all labor, equipment and materials to re-establish grass by hydromulch on any area disturbed by construction.

All grades are to be returned to pre-construction elevations with the exception of changes required for finished improvements.

7. Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 24-449-202

Appendix B
General Terms and Conditions

A. Procedures

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

B. Contract Period

Award of this contract is anticipated prior to the end of October, 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 24-449-202

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Terry S. Snelling having authority to act on behalf of (Company name) TERRY SNELLING CONSTRUCTION INC do hereby acknowledge that (Company name) TERRY SNELLING CONSTRUCTION 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: TERRY SNELLING CONSTRUCTION INC

ADDRESS: 20004 E Yocum Rd
Street

ADDRESS: Independence Mo. 64058
City State Zip

PHONE: 816-985-4507

E-MAIL: terry@terrysnellingconstruction.com

DATE: 08/28/2024
(Month-Day-Year)

Terry S. Snelling
Signature of Officer/Title
TERRY S. SNELLING Pres

DATE: 08/28/2024
(Month-Day-Year)

Kelly L. Snelling
Signature of Officer/Title
KELLY L SNELLING SEC.

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 24-449-202

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

_____ Yes ☒ No If yes, provide details in an attachment.

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

_____ Yes ☒ No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
RFP 24-449-202

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	<i>SEE ATTACHED</i>
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

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

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

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

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

State the number of Years in Business: 22

State the current number of personnel on staff: 26

Terry Snelling Construction Inc

20004 E. Yocum Road
Independence, Missouri 64058

816-985-4507

terry@terrysnellingconstruction.com

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
\$667,000.00	2021 Curb Repair Program City of Raymore, Mo psmith@raymore.com	11/21	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$1,200,000.00	Superior/Bowen- Belton Streets jbelger@superiorbowen.com	12/21	Superior/Bowen	Tim Mulvany 816-918-0196
\$175,000.00	Excelsior Springs Streetscape dodonnell@metroasphalt.net	10/22	Excelsior Springs Mo.	Metro Asphalt Dan Odonnell 816-564-4134
\$403,000.00	2022 Sidewalk & Curb Repair City of Liberty Mo jmartinez@libertymo.gov	7/22	Liberty, MO	City of Liberty Mo Joshua Martinez 816-439-4502
\$580,000.00	Centerview Phase II Boardwalk City of Raymore, Mo srulo@raymore.com	11/22	Raymore, MO	City of Raymore, Mo Steve Rulo 816-810-6744
\$300,000.00	Hardy Ave Sidewalks City of Indep, Mo smoore@indepmo.org	11/22	Indep. Mo	City of Independence Shane Moore 816-591-0710
\$500,000.00	Vaile Sidewalks Phase 1 City of Indep, Mo smoore@indepmo.org	8/23	Indep. Mo	City of Independence Shane Moore 816-591-0710
\$467,000.00	Riverside Missouri Curb and Trail thoover@riversidemo.gov	3/23	Raymore, Mo	City of Riverside Mo Travis Hoover PE
\$580,000.00	2022 Curb Repair Program City of Raymore, Mo psmith@raymore.com	3/23	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$845,087.00	2023 Curb Repair Program City of Raymore, Mo psmith@raymore.com	9/23	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$227,000.00	Fike 7 Hwy Concrete Pavement Asphalt Wizards Parrish Love parrish@asphaltwizards.com	12/23	Blue Springs, Mo.	Asphalt wizards Parrish Love 816-215-3082
\$120,000.00	Parkville Special Road District Terry Swearngen Terryswearngen.psr@gmail.com	12/23	Parkville, Mo	Special Road District Terry Swearngen 816-313-9201
\$300,000.00	2nd Ave. Improvements Justin Likes jlikes@trekdesigngroup.com	6/23	Greenwood MO	Trek Design Justin Likes 816-678-2214

PROPOSAL FORM D

RFP 24-449-202

Proposal of TERRY SNELLING CONSTRUCTION Inc, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Missouri (*) 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. 24-449-202 - Memorial Park Bridges.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

***REVISED* BID PROPOSAL FORM E – Project No. 24-449-202**

Memorial Park Bridges

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1	11,000 ⁰⁰	\$ 11,000 ⁰⁰
Grading, Clearing & Demo	LS	1	20,500 ⁰⁰	\$ 20,500 ⁰⁰
Surveying	LS	1	5000 ⁰⁰	\$ 5,000 ⁰⁰
10' Wide Bridge/Boardwalk	LF	148	853. ⁰⁰	\$ 126,244 ⁰⁰
10' wide, 4" thick sidewalk	SF	600	14. ⁰⁰	\$ 8400 ⁰⁰
Abutments	EA	6	5000 ⁰⁰	\$ 30,000 ⁰⁰
Concrete Piers	VF	48	350 ⁰⁰	\$ 16,800 ⁰⁰
2 7/8" Piles	VF	90	36. ⁰⁰	\$ 3,240 ⁰⁰
Silt Fence	LF	500	2. ⁰⁰	\$ 1,000. ⁰⁰
Construction Entrances	EA	2	1500 ⁰⁰	\$ 3,000 ⁰⁰
Restoration (Hydromulch)	LS	1	4816 ⁰⁰	\$ 4,816. ⁰⁰
				\$
TOTAL BASE BID				230,000⁰⁰

Company Name TERRY SNELLING CONSTRUCTION INC

Total Base Bid for Project Number: 24-449-202

\$ 230,000.⁰⁰

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

(\$ Two hundred thirty thousand dollars and ^{NO}/100)

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

***REVISED* BID PROPOSAL FORM E – RFP 24-449-202**
CONTINUED

Company Name TERRY SNELLING CONSTRUCTION INC

By 
Authorized Person's Signature

TERRY S. SNELLING Pres.
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Company Address 20004 E Yocum Rd
Independence, Mo 64058

Phone 816-985-4507

Fax 816-796-9888

Email terry@terrysnellingconstruction.com

Date Aug. 28, 2024

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

Memorial Park Bridges
Project #24-449-202

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - Questions, clarifications and new Proposal tab

1. Question: Will there be sidewalk as part of the contract?

Response: Yes, sidewalks will need to be constructed to connect the bridges to the newly constructed trail. There will be a line item for that in the revised bid tab accompanying this addendum.

2. Question: Are shop drawings required?

Response: Yes, shop drawings stamped by an engineer licensed in Missouri are required

3. Question: Are 2 7/8" piles required for all the footings?

Response: Pile diameter recommended by the manufacturer will be acceptable.

4. Clarification: Railings are required on both sides of the bridge. They should be 8 strand cable safety rails with a 2x8 top rail and a bottom toe/kick curb rail.

5. Question: The bridge total length in Bid Form # (146 LF) does not match the pay item description and the details page that total to (148 LF).

Response: This is corrected on the *Revised* proposal form.

6. Question: Details indicate that contractor is to include a portion of sidewalk at each abutment but no dimension or thickness is given and there is no pay item for sidewalk, please clarify what sidewalk is to be included at what thickness.

Response: Please see the revised bid tab.

7. Question: No detail is given for the "Pan Footings", please provide.

Response: Pan footings will be specified by the manufacturer. See attached plan page as an example.

8. Question: Abutments are only noted to have #4 rebar but no detail is given, example #4 @6" on-center each way

Response: #4 on 12" centers.

9. Question: Are there any concerns with wood decking being slick when wet on a 5% grade.

Response: No, we have similar slopes on the Centerview boardwalk.

10. Question: There was mention of some RIPRap during eh pre-bid, please clarify.

Response: No rip-rap in this contract.

11. Question: What is the desired Load Rating we would need to consider for "Or-Equal" concepts?

Response: Frames and decking must meet 100 psf load capacity.

12. Question: Please confirm desired Railing style, detail would be appreciated.

Response: See attached plan page as an example.

13. Clarification: Detail shows only the center 2 piles being on piers. Installing piers under every pile at 4; minimum would require an additional 64 VF of concrete pier. Please Clarify.

Response: The other piles can be set on pan footings.

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

Company Name: TERRY SNELLING CONSTRUCTION INC

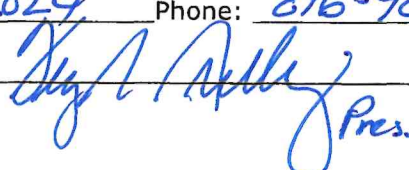
By: TERRY S. SNELLING

Title: President

Address: 20004 E Yocum Rd

City, State, Zip: Independence, Mo 64058

Date: 8/28/2024 Phone: 816-985-4507

Signature of Bidder:  Pres.

ADDENDUM MUST BE SUBMITTED WITH BID

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 Terry S. Snelling, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: TERRY S. SNELLING

Company: TERRY SNELLING CONSTRUCTION INC

Address: 20004 E Yocum Rd. Independence Mo 64058

- 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 # 24-449-202.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

TERRY SNELLING CONSTRUCTION INC

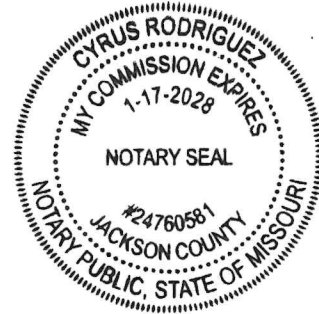
Company Name

[Signature]

Signature

Name: TERRY S. SNELLING

Title: President



STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 27th day of AUGUST, 2024.

Notary Public: [Signature]

My Commission Expires: 01-17-28 Commission # 24760581

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.

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Terry Snelling Construction (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 201307

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

Employer **Terry Snelling Construction**

Terry S Snelling

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/26/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/26/2009

Date



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 9/23/2024

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

ITEM CATEGORY: Resolution

TITLE / ISSUE / REQUEST

Middle Big Creek Phase 2 Improvement Financing

STRATEGIC PLAN GOAL / STRATEGY

3.3.4 Ensure capital improvements, City plans and City regulations support economic development priorities

FINANCIAL IMPACT

Award To: N/A

Amount of Request/Contract: N/A

Amount Budgeted: N/A

Funding Source/Account: N/A

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution 24-28

BACKGROUND / JUSTIFICATION

The Little Blue Valley Sewer District (the "District") operates the Middle Big Creek Sewer Sub-district ("Sub-District") pursuant to the provisions of Chapter 204 of the Revised Statutes of Missouri. The Sub-district provides sewer services for residents within the District including the cities of Greenwood, Lake Winnebago, Lee's Summit, and Raymore,

Missouri.

The District has identified a need to extend and improve the sewer system within the Sub-district, including the addition of sewer lines, the installation of meters, and the expansion of the Middle Big Creek Wastewater Treatment Facility (the "Improvements"). The District has determined that the best method to finance the proposed improvements is through the issuance of revenue bonds payable from the revenues derived from the operation of the Sub-district sewer system.

The District previously sought, and obtained, approvals from each of the municipalities, customers, and entities serviced by the Sub-district for issuance of revenue bonds up to \$106,000,000 for purposes of completing the proposed Improvements. Unforeseen delays and increases in the construction of the Improvements have resulted in a reevaluation of the improvements. Rather than decrease or remove certain portions of the proposed Improvements, the District has determined that an additional \$12,000,000 will be required and is seeking asset for the same from its customers.

Resolution 24-28 has been provided by representatives of the District to provide the assents to the additional revenue bond issuance.

RESOLUTION 24-28

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, AFFIRMATIVELY ASSENTING TO THE ISSUANCE OF REVENUE BONDS PAYABLE FROM REVENUES TO BE DERIVED FROM THE OPERATION OF THE MIDDLE BIG CREEK SUBDISTRICT SEWER SYSTEM IN AN ADDITIONAL AMOUNT OF \$12,000,000, TOGETHER WITH THE PREVIOUSLY AUTHORIZED AMOUNT OF \$106,000,000, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$118,000,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING OR EXTENDING THE SEWER SYSTEM SERVING THE MIDDLE BIG CREEK SEWER SUBDISTRICT, INCLUDING, BUT NOT LIMITED TO THE IMPROVEMENTS DESCRIBED HEREIN, IN ACCORDANCE WITH SECTION 204.569(3), REVISED MISSOURI STATUTES."

WHEREAS, the Little Blue Valley Sewer District (the "District") is a common sewer district and body corporate and politic, organized and existing under the constitution and laws of the State of Missouri, within portions of Jackson and Cass Counties, Missouri, under the provisions of Section 204.250 et seq., RSMo.; and,

WHEREAS, the Middle Big Creek Sewer Subdistrict (the "Subdistrict") was organized pursuant to the provisions of Chapter 204, including particularly Section 204.565 et seq., RSMo. (the "Act"), by order of the Circuit Court of Cass County, Missouri entered on December 11, 1992, Case No. CV192-985CC (the "1992 Decree"), upon petition of the governing bodies of the District, the Cities of Greenwood, Lake Winnebago, Lee's Summit and Raymore, Missouri, the Mullendike Sewer District, the Dikeland Sewer District, Cass County, Missouri and Jackson County, Missouri; and,

WHEREAS, the 1992 Decree (i) has been recorded in the real estate records of the Recorder of Deeds of Jackson County, Missouri and of the Recorder of Deeds of Cass County, Missouri, which constitute the only counties in which the Subdistrict is located, and (ii) has been filed with the governing bodies of Jackson County, Missouri and Cass County, Missouri; and,

WHEREAS, the Subdistrict was expanded pursuant to the provisions of the Act, by order of the Circuit Court of Cass County, Missouri entered on November 10, 2008, Case No. 08CA-CV04016 (the "2008 Decree," collectively with the 1992 Decree, the "Decree"), upon petition of the governing bodies of the District, the Cities of Greenwood, Lake Winnebago, Lee's Summit, Raymore, and Pleasant Hill, Missouri, the Mullendike Sewer District, the Dikeland Sewer District, Cass County, Missouri and Jackson County, Missouri; and,

WHEREAS, the Decree, which (i) has been recorded in the real estate records of the Recorder of Deeds of Jackson County, Missouri and of the Recorder of Deeds of Cass County, Missouri, which constitute the only counties in which the Subdistrict is located, and (ii) has been filed with the governing bodies of

Jackson County, Missouri and Cass County, Missouri, sets forth the political subdivisions which are participants of the Subdistrict; and,

WHEREAS, the District now owns and operates a revenue producing sewerage system serving the Subdistrict and its inhabitants, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired for the benefit of the Subdistrict (the "System"); and,

WHEREAS, District desires to extend and improve the System through the addition of sewer lines, the installation of meters and the expansion of the Middle Big Creek Wastewater Treatment Facility (collectively, the "Improvements"); and,

WHEREAS, the District has determined that it is in the best interests of the District to finance the Improvements through the issuance of the District's revenue bonds payable from the revenues to be derived from the operation of the Subdistrict System; and,

WHEREAS, in accordance with Section 204.569(3) of the Revised Statutes of Missouri, the District has previously authorized and submitted to the customers of the Subdistrict the question of whether the District shall issue revenue bonds payable from the revenues to be derived from the operation of the Subdistrict System in the amount not to exceed \$106,000,000 for the purpose of financing the Improvements; and,

WHEREAS, more than three-quarters of the customers of the Subdistrict, including the City, gave their written assent in favor of issuing the revenue bonds of the District in an amount not to exceed \$106,000,000 for the purpose set forth herein; and,

WHEREAS, the District has determined that the costs of the Improvements have increased by \$12,000,000 and it is in the best interests of the District to finance the additional costs of the Improvements through the issuance of the District's revenue bonds payable from the revenues to be derived from the operation of the Subdistrict System; and,

WHEREAS, in accordance with Section 204.569(3) RSMo, the District has submitted to the customers of the Subdistrict the question of whether the District shall issue revenue bonds payable from the revenues to be derived from the operation of the Subdistrict System in an additional amount of \$12,000,000, together with the previously authorized amount of \$106,000,000, for a total not to exceed amount of \$118,000,000 for the purpose of financing the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, as follows:

SECTION 1. That the City hereby provides its written affirmative assent to the following question submitted by the District:

Shall Little Blue Valley Sewer District issue its sewerage system revenue bonds in an additional amount of \$12,000,000, together with the previously authorized amount of \$106,000,000, for a total not to exceed principal amount of \$118,000,000 for the purpose of acquiring, constructing, improving or extending the sewer system serving the Middle Big Creek Subdistrict, including, but not limited to the addition of sewer lines, the installation of meters and the expansion of the Middle Big Creek Wastewater Treatment Facility, the cost of operation and maintenance of said sewerage system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived from the operation of the Subdistrict's sewerage system, including all future improvements and extensions thereto?

SECTION 2. In accordance with Section 204.569(3), approval of the proposition shall require the written assent of three-quarters of the customers. Customers are defined as the following:

**Cass County
City of Greenwood
City of Lee's Summit
City of Pleasant Hill**

**Dikeland Sewer District
City of Lake Winnebago
Mullendike Sewer District
City of Raymore**

SECTION 3. That the Mayor of the City of Raymore, Missouri, and other officers, agents, consultants or employees of the City, are hereby authorized and directed to take such further action, and to execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

SECTION 4. That this resolution shall be in full force and effect immediately upon its passage and adoption, and approval by the Mayor.

SECTION 5. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 23RD 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

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, SEPTEMBER 16, 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. Middle Big Creek Phase 2 Improvement Financing

Executive Director Mr. Jeff Shook presented information on the Phase 2 Improvements and financing that have been previously authorized by Middle Big Creek, resulting in participants requiring a higher amount of bond issuance. Mr. Shook explained the background and future financing impacts on the city.

B. Fiscal Year 2025 Budget and CIP

The City Council discussed the FY 2025 Budget and FY 2025-29 CIP.

C. Other

The work session of the Raymore City Council adjourned at 7:21 p.m.

THE RAYMORE PARKS AND RECREATION BOARD MET IN SPECIAL SESSION TUESDAY, JULY 9, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Collier, Cooper, Kies, Manson, Mapes and Scott.

STAFF PRESENT: Director Musteen, Park Superintendent Rulo, Recreation and Facility Superintendent Brennon, and Office Assistant Naab.

1. Call to Order: Chairman Trautman called the meeting to order at 6:27 pm.

2. Roll Call

3. Pledge of Allegiance

4. New Business

A. Missouri Department of Conservation - CAPS Amendment Action Item

Staff presented an amendment to the Community Assistance Program with the Missouri Department of Conservation approved on December 23, 2019 to construct a maintenance drive and boat ramp

Motion: Member Manson moved to approve the amendment to the Community Assistance Program with the Department of Conservation for the construction of a maintenance access road and boat ramp
Member Clark seconded the motion.

Discussion: None

Vote:	7 Aye	Member Collier	Aye
	0 Nay	Member Cooper	Aye
	0 Absent	Member Kies	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

5. Board Member Comments

Board Member Collier offered congratulations on the Spirit of America event. He offered a general thanks to all organizations for their donations and recognition.

Board Member Manson thanks the Optimist Club for their donation to the Mud Run. He thanked the Park staff for their hard work. He is looking forward to the boat ramp.

Chairman Trautman thanked the Park Department, the Police Department, and South Metro for their participation and hard work at the Spirit of America event. He thanks the Mayor and the City Council for the nice things they said about Nathan and the Parks Department. He encourages all Board members to take part in the upcoming volunteer Events.

Parks Director Nathan Musteen provided an update on July as Parks and Recreation Month and the Proclamation given to the department staff at the July 8 City Council meeting. Musteen also invited Board Members to participate in upcoming volunteer opportunities and briefed the Board on his presentation to the Sunrise Optimist Club early in the morning.

6. Adjournment

Motion: Member Manson motioned for adjournment.
Member Cooper seconded the motion.

Discussion: None

Vote:	7 Aye	Member Collier	Aye
	0 Nay	Member Cooper	Aye
	0 Absent	Member Kies	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Parks and Recreation Board adjourned at 6:41 pm

Respectfully submitted,

Greta Naab
Parks & Recreation Office Assistant

THE RAYMORE PARKS AND RECREATION BOARD MET IN SPECIAL SESSION TUESDAY, AUGUST 13, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Collier, Cooper, Kies, Manson and Scott. Member Mapes is absent.

STAFF PRESENT: Director Musteen, Park Superintendent Rulo, Recreation and Facility Superintendent Brennon and Office Assistant Naab.

1. Call to Order: Chairman Trautman called the meeting to order at 6:55 pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

Tanner Gill of Boy Scout Troop 315 presented his Eagle Scout project proposal to install a bench along the trail at Hawk Ridge Park. Member Scott asked where the bench will be located specifically along the trail. Mr. Gill stated that it will be 150 feet north of the trail near the dam.

5. Consent Agenda

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

Park Board Minutes

July 9, 2024

Motion: Member Manson moved to approve the minutes of the July 9, 2024 Park Board Meeting.

Member Clark seconded the motion.

Discussion: None

Vote:	6 Aye	Member Collier	Aye
	0 Nay	Member Cooper	Aye
	1 Absent	Member Kies	Aye
		Member Manson	Aye
		Member Mapes	Absent
		Member Scott	Aye
		Member Trautman	Aye

6. New Business

A. FY 25 Budget Recommendation

Action Item

Parks Director Musteen presented the FY 25 recommended budget to the Park Board for review and approval. Director Musteen stated that the Board had reviewed the budget during the work session. No changes were made to the budget.

Motion: Member Manson moved to accept and recommend the proposed FY 25 Budget as presented with the authorization of the Parks and Recreation Director and the City Manager to make necessary changes to balance the final Budget based on updated projections.

Member Cooper seconded the motion.

Discussion: None

Vote:	6 Aye	Member Collier	Aye
	0 Nay	Member Cooper	Aye
	1 Absent	Member Kies	Aye
		Member Manson	Aye
		Member Mapes	Absent
		Member Scott	Aye
		Member Trautman	Aye

B. FY 25 Capital Improvement Plan

Action Item

Parks Director Musteen presented the FY 25 Capital Improvement Plan to the Park Board for review and approval. Director Musteen stated that the Board had reviewed the plan during the work session. No changes were made.

Motion: Member Manson moved to accept the FY 25 Capital Improvement Plan.

Member Cooper seconded the motion.

Discussion: None

Vote:	6 Aye	Member Collier	Aye
	0 Nay	Member Cooper	Aye
	1 Absent	Member Kies	Aye
		Member Manson	Aye
		Member Mapes	Absent
		Member Scott	Aye
		Member Trautman	Aye

6. Adjournment

Motion: Member Manson motioned for adjournment.
Member Cooper seconded the motion.

Discussion: None

Vote:	7 Aye	Member Collier	Aye
	0 Nay	Member Cooper	Aye
	0 Absent	Member Kies	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Parks and Recreation Board adjourned at 7:07 pm

Respectfully submitted,

Greta Naab
Parks & Recreation Office Assistant