AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, June 10, 2024
6:00 PM

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations / Awards

- State of the City

5. Personal Appearances

6. Staff Reports

A. Development Services
B. Monthly Court Report
C. Police/Emergency Management
D. City Clerk - 2024 Fireworks Permits

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, May 13, 2024

B. N Cass Signal & Intersection Improvements - Acceptance and Final Pay

Reference:
Resolution 24-17

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

C. Police Firing Range Fencing - Acceptance and Final Pay

Reference:
Resolution 24-18

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

D. Dean Ave Meter Replacement - Acceptance and Final Pay

Reference:
Resolution 24-19

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

E. Appointment of a City Council member to the License Tax Review Committee

Reference:
Resolution 24-20

Section 110.050 of the Raymore City Charter provides that the Mayor shall appoint, upon the advice and consent of a majority of the City Council, members of the License Tax Review Committee. The Mayor recommends the appointment of Jay Holman as a City Council member to fill the seat.

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9. Unfinished Business - Second Reading

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

Reference:
Bill 3895
Exhibit 1 Salary Chart

Exhibit 2 Step Chart

The City Council budgeted for a compensation/classification study to be conducted in FY 2024. The draft salary and step charts were presented to the City Council by the City Manager at a work session on April 22. They are now being presented for formal adoption and as an amendment to the FY2024 City of Raymore budget.

- City Council, 05/13/2024: Approved 8-0

10. New Business - First Reading

A. Award of Contract - Washington Street Water Main Project

Reference:
Bill 3898
Contract

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

- No previous action on this item

B. Creekside Ranch Final Plat

Reference:
Bill 3902
Final Plat Staff Report
Final Plat Drawing
Draft Development Agreement
PWSD #3 Release for Water Service Letter

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

- Planning and Zoning Commission, 6/4/2024, Approval 6-0

C. Firing Range MOU with Honeywell FM&T

Reference:
Bill 3900
Honeywell MOU

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

- No previous action on this item

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

Reference:
Bill 3901
Raymore 2024 Increase Request Letter

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

- No previous action on this item

E. Depository Agreement

Reference:
Bill 3899
Pledge Custodial Agreement

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

- 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, 05/20/2024

City Council Work Session Notes, 06/03/2024

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.

RAYMORE
development services

MONTHLY DEPARTMENT REPORT MAY 2024

BUILDING PERMIT & INSPECTION ACTIVITY -

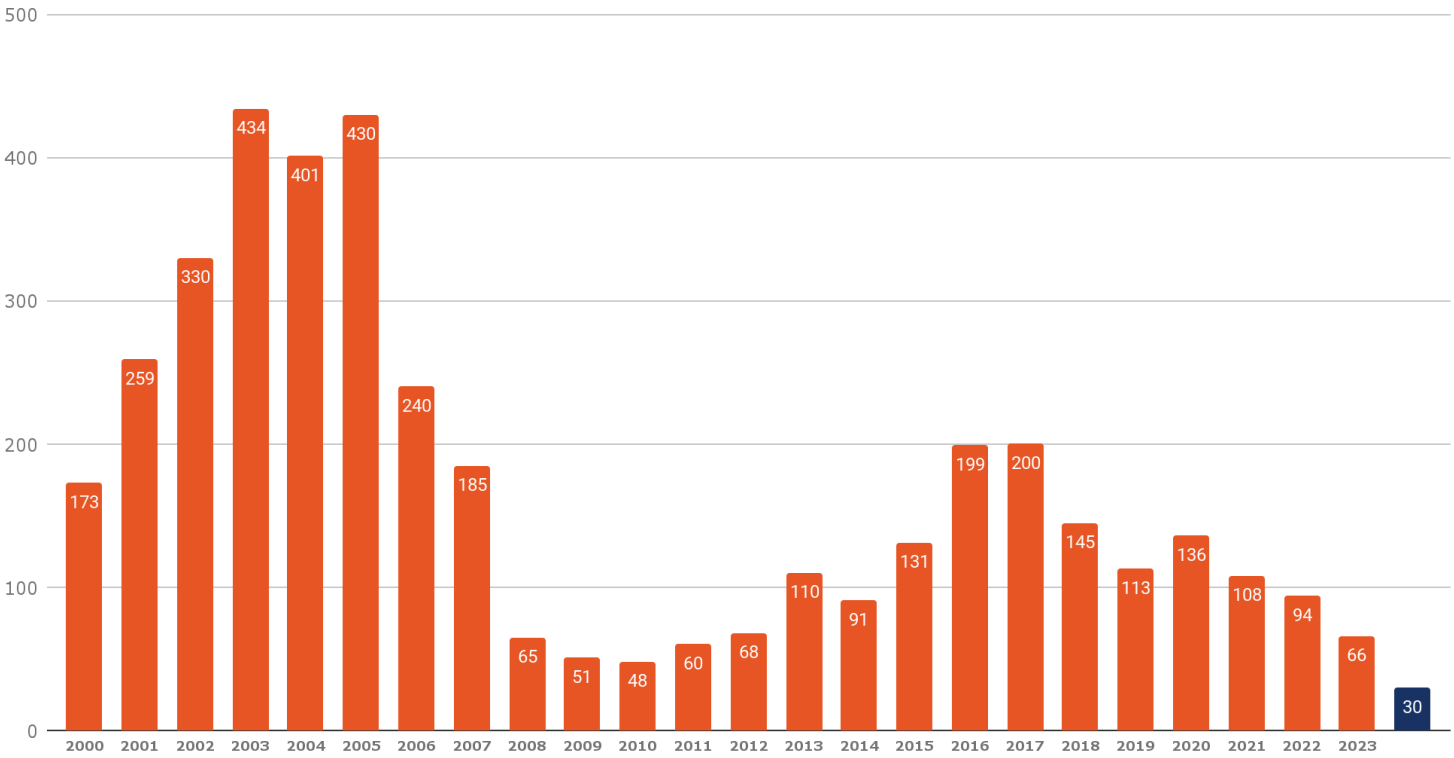
TYPE OF PERMIT	MAY 2024	2024 YTD	2023 YTD	2023 TOTAL
Detached Single-Family Residential	12	30	20	71
Attached Single-Family Residential	0	32	28	110
Multi-Family Residential (apartment)	0	9	0	0
Miscellaneous Residential (deck; roof)	69	329	293	753
Commercial - New, Additions, Alterations	0	10	15	27
Sign Permits	3	31	19	64
BUILDING INSPECTIONS	**MAY 2024**	**2024 YTD**	**2023 YTD**	**2023 TOTAL**
Total No. of Inspections	310	2,021	2,357	5,514
Residential Inspections	239	1,316	1,079	2,836
Commercial Inspections	71	705	1,278	2,678
INVESTMENT	**MAY 2024**	**2024 YTD**	**2023 YTD**	**2023 TOTAL**
Total Residential Permit Valuation	$4,772,530	$17,417,890.00	$12,730,900	$47,930,930
Total Commercial Permit Valuation	$0	$11,759,515.00	$34,404,900	$40,675,232

BUILDING CONSTRUCTION ACTIVITY -

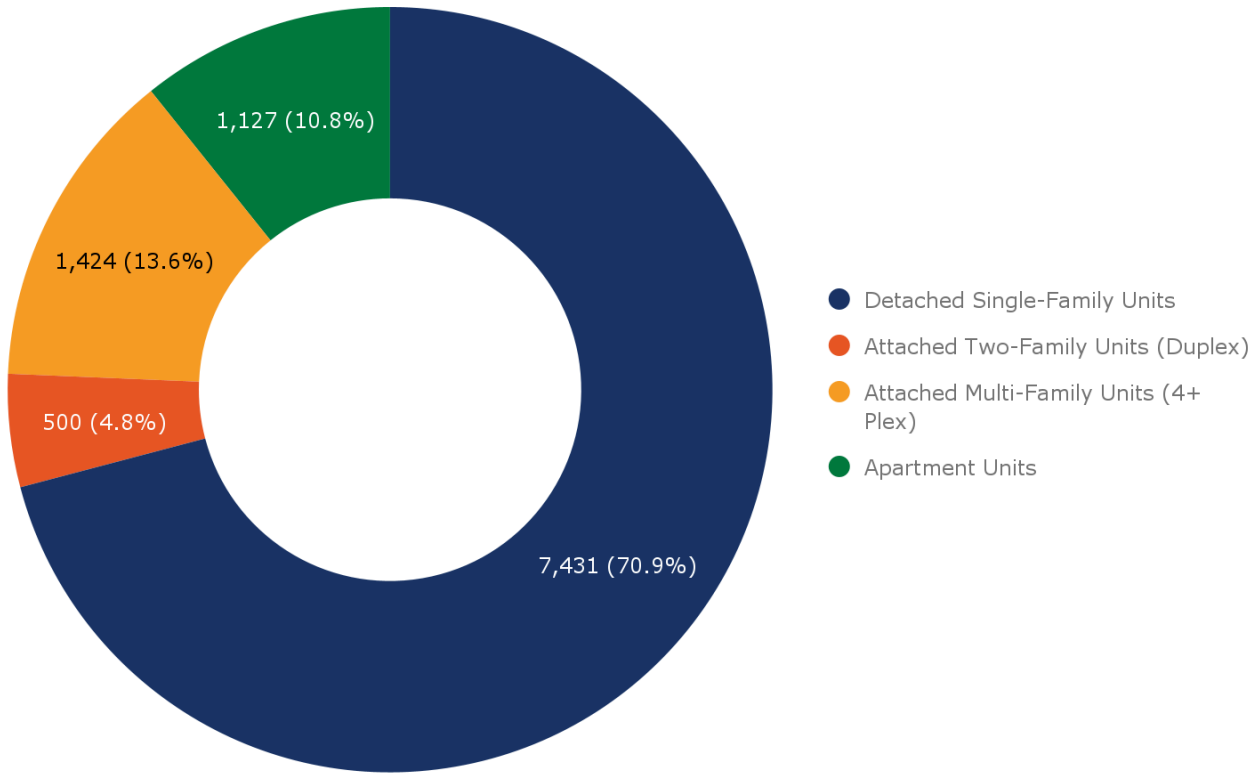
- Site-grading for the multi-tenant building located at 1830-1832 W. Foxwood Drive continues. Excavation in preparation for footings is nearing completion.
- A Certificate of Occupancy was granted for the HteaO project. A grand opening should be planned within the next few weeks.
- Site work commenced on the Park Side community pool and clubhouse, located south of 163rd Street and Reed Drive.
- Building permits were issued in the recently completed 2nd phase of the Estates at Knoll Creek

BUILDING PERMIT TRENDS AND HOUSING UNIT INVENTORY -

Single Family Housing Permit Trends 2000-2024



Existing Housing Unit Inventory



CODE ENFORCEMENT ACTIVITY -

CODE ENFORCEMENT	MAY 2024	2024 YTD	2023 YTD	2023 TOTAL
Code Enforcement Cases Opened	89	323	315	682
Notices Mailed				
-Tall Grass/Weeds	51	64	60	131
- Inoperable Vehicles	8	129	129	230
- Junk/Trash/Debris in Yard	9	50	52	125
- Object placed in right-of-way	0	3	6	19
- Parking of vehicles in front yard	3	11	11	31
- Exterior home maintenance	9	33	27	76
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	13	18	12	59
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	2	3	4	5
Signs in right-of-way removed	44	251	250	628
Violations abated by Code Officer	5	21	21	55

PLANNING AND ZONING ACTIVITY -

CURRENT PROJECTS -

- Comprehensive Plan
- Development Guide Update
- Informational Brochure Updates
- Creekside Ranch Final Plat
- 195th Street ROW

ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL -

MAY 7, 2024 PLANNING AND ZONING COMMISSION -

- No items currently scheduled

MAY 13 2024 CITY COUNCIL MEETING -

- No Development Services items scheduled

MAY 21, 2024 PLANNING AND ZONING COMMISSION -

- Joint Meeting, Planning and Zoning Commission & Park Board - Comprehensive Plan Review

MAY 27, 2024 CITY COUNCIL MEETING -

- Meeting Canceled, Memorial Day Holiday

UPCOMING MEETINGS - JUNE

JUNE 4, 2024 PLANNING AND ZONING COMMISSION -

- Creekside Ranch Final Plat, Lots 1-23

JUNE 10, 2024 CITY COUNCIL MEETING -

- 1st Reading - Creekside Ranch Final Plat, Lots 1-23

JUNE 12, 2024 BOARD OF ZONING ADJUSTMENT (BZA) MEETING -

- 411 S. Pelham Path Fence Variance (public hearing)

JUNE 18, 2024 PLANNING AND ZONING COMMISSION -

- 195th Street Right-of-Way Plat

JUNE 24, 2024 CITY COUNCIL MEETING -

- 2nd Reading - Creekside Ranch Final Plat, Lots 1-23

MAY DEPARTMENT ACTIVITY & EVENTS -

- Development Services Director David Gress met with VanTrust Real Estate and representatives of the Engineering Department to discuss ongoing work with the Raymore Commerce Center South project and the Governor's Cost Share project.
- City Planner Dylan Eppert attended the KU Emerging Leaders Academy hosted by the KU Public Management Center.
- GIS Coordinator Thomas Ehlinger and his wife welcomed their new daughter Harriet this week. **Congratulations to their family!**

- The Department report for the month of April was posted online. Click here to view the report.
- Economic Development Director Jordan Lea attended and graduated from the University of Oklahoma's Economic Development Institute.
- Development Services Director David Gress met with Building Official Jon Woerner and Finance Director Lisa Williams to review building permit activity for the remaining fiscal year and to plan for building permit activity for the upcoming fiscal year.
- A Final Plat application was filed for the development of the Creekside Ranch property located at the northeast corner of Gore Road and Kurzweil Road. The Planning and Zoning Commission will review the request at their June 4 meeting.

- A variance application has been filed by the property owner of 411 Pelham Path. The request is to allow for a 6-foot privacy fence to be constructed on a corner lot.

- Economic Development Director Jordan Lea attended the WorkforceYOU planning meeting for a childcare summit.

- Economic Development Director Jordan Lea attended the Kansas City Area Development Council's (KCADC) quarterly investors meeting.

- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce's Coffee and Conversations event.

- Economic Development Director Jordan Lea and Development Services Director David Gress celebrated Economic Development week with development professionals in Cass County at a happy hour event.

- Development Services Director David Gress and City Planner Dylan Eppert met with representatives of the Ray-Pec School District to review ongoing development activity.

- Development Services Director David Gress and City Planner Dylan Eppert met with representatives of the Alexander Creek Homeowners' Association to review development activities around the City and general questions of the HOA.

- Development Services Director David Gress and GIS Coordinator Thomas Ehlinger audited the City's streetlight inventory information.

- Economic Development Director Jordan Lea, Development Services Director David Gress and Finance Director Lisa Williams attended Culver's Reimaged ribbon cutting to celebrate its full interior remodel. Stop by Culver's at 1621 W Foxwood Drive to check it out!

- Economic Development Director Jordan Lea attended an events committee meeting at the Raymore Chamber of Commerce.

- Economic Development Director Jordan Lea attended the International Economic Development Council's (IEDC) marketing advisory committee meeting.

- Economic Development Director Jordan Lea attended Heartland Certified Public Manager Program presented by the University of Kansas Public Management Center.

- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce monthly board meeting.

- Economic Development Director Jordan Lea and Development Services Director David Gress attended Raymore Nutrition's ribbon cutting. Raymore Nutrition is located at 1292 W Foxwood Drive.

- The Planning and Zoning Commission and Parks and Recreation Board held a joint work session on Tuesday, May 21 to review the draft Raymore Blueprint 2045 Comprehensive Plan.

- GIS Coordinator Thomas Ehlinger and Development Services David Gress met with the ITS Department to review options for licensing with the City's GIS Program.

- Development Services Director David Gress, City Manager Jim Feuerborn and Mayor Kris Turnbow attended the groundbreaking ceremony for the Grant Park Villas project.

- Development Services Director David Gress and Economic Development Director Jordan Lea attended a planning meeting hosted by MoDOT.

- GIS Coordinator Thomas Ehlinger coordinated a demonstration of mapping and asset management software options to assist the GIS Program and the Public Works Department.

- Economic Development Director Jordan Lea, City Clerk Erica Hill and Communications Manager Melissa Harmer attended the Raymore Chamber of Commerce monthly luncheon.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: May 1, 2024 - May 31, 2024
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083		
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083	County: Cass County	Circuit: 17
Telephone Number: (816)3311712	Fax Number:	
Prepared by: Angela Davis	E-mail Address:	
Municipal Judge:		

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	83	1,612	584
B. Cases (citations/informations) filed	7	145	41
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	1	0
3. court/bench trial - NOT GUILTY	0	2	0
4. plea of GUILTY in court	5	130	18
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	41	3
6. dismissed by court	0	16	0
7. *nolle prosequi*	2	0	4
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	7	190	25
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	83	1,567	600
E. Trial de Novo and/or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)	
1. # Issued during reporting period	100
2. # Served/withdrawn during reporting period	65
3. # Outstanding at end of reporting period	1,857

IV. PARKING TICKETS	
1. # Issued during period	0
☐ Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: May 1, 2024 - May 31, 2024

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines - Excess Revenue	$16,969.50
Clerk Fee - Excess Revenue	$1,574.19
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$48.53
Bond forfeitures (paid to city) - Excess Revenue	$375.00
Total Excess Revenue	$18,967.22
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines - Other	$5,132.50
Clerk Fee - Other	$490.91
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	$0.00
Peace Officer Standards and Training (POST) Commission surcharge	$172.09
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$1,227.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$15.13
Law Enforcement Training (LET) Fund surcharge	$334.00
Domestic Violence Shelter surcharge	$668.00
Inmate Prisoner Detainee Security Fund surcharge	$334.00
Restitution	$0.00
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) - Other	$450.00
Total Other Revenue	$8,823.63

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Bonds Applied	$500.00
Court Automation	$1,204.65
Law Enf Arrest Costs-E/R	$100.00
Law Enf Arrest-Local	$375.00
Overpayments Detail Code	$75.00
Total Other Disbursements	$2,254.65
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	$30,045.50
Bond Refunds	$1,393.50
Total Disbursements	$31,439.00

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/10/2024
SUBMITTED BY: Erica Hill DEPARTMENT: City Clerk
ITEM CATEGORY: Staff Report

TITLE / ISSUE / REQUEST

City Clerk - 2024 Fireworks Permits

STRATEGIC PLAN GOAL / STRATEGY

3.3 Cultivate a climate for prosperous business growth and development

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION:

n/a

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

None

BACKGROUND / JUSTIFICATION

Section 215.030 (Fireworks) of the City Code states, "No person or entity shall sell or display for sale any fireworks within the corporate limits of this City without first obtaining a permit from the City for such sale or display." This Section further states that permits shall be approved by the City Clerk and also that each location shall be inspected by the Fire Marshall and the Code Enforcement Officer. After inspection and approval, the City

Clerk will issue a fireworks permit to each location. The sale of fireworks is from 10 a.m. to 10 p.m., each day beginning on June 28 through July 4. The discharge of fireworks is 10 a.m. to 10 p.m. July 1-3 and 10 a.m. to 12:00 midnight on July 4.

The City Clerk has received 5 applications for the sale of fireworks in the City. These applications meet the requirements as outlined in City Code. Issuance of the permits will be granted upon successful inspections before the beginning of sales. The applicants and tent locations are listed below.

-Beacon of Hope Church - 1315 E. Walnut
-GPS Investment - 1111 W. Foxwood Dr. (west of St. Paul’s United Methodist Church)
-Mackey Fireworks - 715 W. Foxwood Dr. (south of convenience store)
-Sky Blooms Fireworks, LLC - 900 W. Foxwood Dr. (southwest of dental office in Price Chopper's parking lot)
-TNT Fireworks - 141 N. Dean Ave. (north parking lot of Sam's Club)

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, MAY 13, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, AND HOLMAN. MEMBER PRESENT VIA VIDEO CONFERENCING: COUNCILMEMBER MILLS. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER RYAN MURDOCK, AND CITY CLERK ERICA HILL.

1. Call to Order

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

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business. Councilmember Mills joined the meeting via video conferencing at 6:03 p.m.

3. Pledge of Allegiance

4. Presentation/Awards

Mayor Turnbow presented proclamations to Public Works Director Mike Krass and Chief of Police Jim Wilson in honor of National Public Works week (May 19-25) and National Police Week (May 12-18).

Mayor Turnbow recognized Public Works employee Andy Elliston for his 45 years of continued service and presented him with a set of challenge coins representing the past, present, and future or Raymore.

5. Personal Appearances

6. Staff Reports

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

Chief of Police Jim Wilson announced the completion of the recent session of the 8-week Citizen's Police Academy. He answered questions from Council.

City Manager Jim Feuerborn announced items for the May 20 work session.

Mayor Turnbow asked about the status of the Kurzweil Road project. Mr. Krass stated it is in the engineering stages and construction should start next year.

7. Committee Reports

8. Consent Agenda

A. City Council Special Meeting minutes, April 15, 2024
B. City Council Regular Meeting minutes, April 22, 2024

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

DISCUSSION: None

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

9. Unfinished Business

A. <u>Award of Contract - 2024 Curb Project</u>

BILL 3893: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC. FOR THE 2024 CURB REPLACEMENT PROJECT, CITY PROJECT NUMBER 24-442-201, IN THE AMOUNT OF $614,282.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3893 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3893 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3893 as **Raymore City Ordinance 2024-026.**

B. Award of Contract - 2024 Street Preservation

BILL 3892: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JM FAHEY CONSTRUCTION COMPANY FOR THE 2024 STREET PRESERVATION PROJECT, CITY PROJECT NUMBER 24-450-201, IN THE AMOUNT OF $1,040,582.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3892 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3892 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3892 as **Raymore City Ordinance 2024-027.**

10. New Business

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

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

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

City Manager Jim Feuerborn reviewed the staff report included in the Council packet. The City Council budgeted for a compensation/classification study to be conducted in FY 2024. It had been fifteen years since the last study was completed. The McGrath Human Resources Group conducted this study for the City. The study was completed in March and was extensively reviewed by Human Resources Director Shawn Aulgur, Assistant City Manager Ryan Murdock, and ultimately, by City Manager Jim Feuerborn. The draft salary and step charts were presented to the City Council by the City Manager at the work session on April

22. They are now being presented for formal adoption and as an amendment to the FY 2024 City of Raymore budget.

Councilmember Burke stated it's clear this required a lot of work and was well done.

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

DISCUSSION: Councilmember Abdelgawad stated this is imperative to recruit and maintain quality staff.

Mayor Turnbow thanked staff for the effort put into this in order to aid in recruiting and retaining employees.

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

11. Public Comment

Sarah Thompson, 806 Bridgeshire Drive, Raymore, thanked the Council and staff for ending the landfill threat. She asked Council to consider setting up a day to celebrate the end of the fight that would allow for fireworks. She also asked Council to reconsider allowing ducks in the city limits. She noted that Bridgeshire Drive is in desperate need of repair.

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked the Police Department and Public Works Department for the work they do for the City, congratulated the graduating high school seniors, congratulated Councilmember Burke on his upcoming retirement, noted the Snow Cone with a Cop event, thanked staff for improving the salary chart, urged citizens to visit our local businesses, and recognized the end of the landfill threat.

Mayor Turnbow congratulated Andy Elliston on his continued service to Raymore.

13. Adjournment

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

DISCUSSION: None

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

The regular meeting of the Raymore Council adjourned at 6:41 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 24-17

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE N CASS SIGNAL & INTERSECTION IMPROVEMENTS 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. The N Cass Signal & Intersection Improvements Project is accepted.

Section 2. The final payment in the amount of $7,962.14 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 10TH DAY OF JUNE, 2024 BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RESOLUTION 24-18

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE POLICE FIRING RANGE FENCE 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. The Police Firing Range Fence Project is accepted.

Section 2. The final payment in the amount of $31,109.64 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 10TH DAY OF JUNE, 2024 BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RESOLUTION 24-19

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE DEAN AVE METER REPLACEMENT 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. The Dean Ave Meter Replacement Project is accepted.

Section 2. The final payment in the amount of $6,138.06 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 10TH DAY OF JUNE, 2024 BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RESOLUTION 24-20

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT TO THE RAYMORE LICENSE TAX REVIEW COMMITTEE."

WHEREAS, the City has established a License Tax Review Committee consisting of five (5) members, including a member of the Raymore City Council, two (2) citizens of the City, a local developer, and one (1) City staff appointment; and,

WHEREAS, the City Council has elected Jay Holman as the new Mayor Pro Tempore.

NOW THEREFORE, BE IT RESOLVED, that the Mayor of the City of Raymore, Missouri, appoints Jay Holman to the City Council seat on the License Tax Review Committee.

DULY READ AND PASSED THIS 10TH DAY OF JUNE, 2024, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 5/13/2024
SUBMITTED BY: Jim Feuerborn DEPARTMENT: Administration
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Adoption of FY 2023-24 Salary and Step Chart

STRATEGIC PLAN GOAL / STRATEGY

Goal 4.2 Develop a High Quality Workforce (4.2.1, 4.2.3)

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3895
2. Exhibit 1 Salary Chart
3. Exhibit 2 Step Chart

BACKGROUND / JUSTIFICATION

The City Council budgeted for a compensation/classification study to be conducted in FY 2024. It has been fifteen years since the last study was completed. The McGrath Human Resources Group conducted this study for the City. The study was completed in March and

was extensively reviewed by Human Resources Director Shawn Aulgur, Assistant City Manager Ryan Murdock, and ultimately, City Manager Jim Feuerborn. The draft salary and step charts were presented to the City Council by the City Manager at the work session on April 22. They are now being presented for formal adoption and as an amendment to the FY2024 City of Raymore budget.

BILL 3895 **ORDINANCE**

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

WHEREAS, the City conducted a comprehensive review of employee salary ranges and steps utilizing comparable public organizations; and,

WHEREAS, as a result of this study, significant changes to the existing salary and step charts are recommended by the City Manager; and,

WHEREAS, these recommended changes will allow the City to be a municipal employer of choice in accordance with the City's Strategic Plan; and,

WHEREAS, the City Council desires to adopt the amended salary and step chart recommendations.

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

Section 1. The City Council hereby adopts the amended salary and step chart attached as Exhibits 1 and 2.

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

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

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

DULY READ THE FIRST TIME THIS 13TH DAY OF MAY, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JUNE, 2024, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

City of Raymore
Fiscal Year 2023-24 COMP STUDY

Range	Minimum	Midpoint	Maximum		Title
D	$16.17	$18.75	$22.28	Hourly	Currently no positions in this range
E	$17.22	$19.97	$23.73	Hourly	Custodian/Maintenance Assistant
					Animal Shelter Attendant
F	$18.34	$21.27	$25.29	Hourly	Accounting Assistant
					Parks & Recreation Assistant
G	$19.53	$22.65	$26.94	Hourly	Building Maintenance Technician
H	$20.80	$24.12	$28.67	Hourly	Parks Maintenance Technician
					Police Records Clerk
					Public Works Maintenance Technician
I	$22.15	$25.69	$30.53	Hourly	Deputy City Clerk
					Municipal Court Clerk
					Permit Technician
					Administrative Assistant
					Crime Analyst and Records Technician
					Property & Evidence Technician
J	$23.59	$27.36	$32.52	Hourly	Code Enforcement Officer
					Animal Control Officer
					Community Engagement Coordinator
					Help Desk Technician
K	$25.12	$29.13	$34.62	Hourly	Payroll & Purchasing Specialist
					Utility Billing & Customer Service Specialist
					HR Benefit Specialist
					Communications Dispatcher
					Public Works Maintenance Specialist
					Parks Maintenance Specialist
L	$26.75	$31.03	$36.91	Hourly	Building Inspector I
					Parks Crew Leader
					Police Officer
					Public Works Crew Leader
M	$28.49	$33.05	$39.30	Hourly	IT Technician
					Recreation/Athletic Coordinator
					Public Works Crew Supervisor
N	$30.33	$35.19	$41.83	Hourly	Building Inspector II
					Engineering Technician
Range	**Minimum**	**Midpoint**	**Maximum**		**Title**
O	$32.31	$37.47	$44.54	Hourly	Dispatch Communications Supervisor
				Hourly	Master Police Officer
				Hourly	Stormwater/Discharge Specialist
	$2,584.80	$2,997.60	$3,563.20	BI-Weekly	Assistant City Engineer (Graduate Level)
				BI-Weekly	Planner
				BI-Weekly	IT Specialist

				BI-Weekly	Emergency Management Director
P	$34.42	$39.91	$47.44	Hourly	Police Detective
	$2,753.60	$3,192.80	$3,795.20	BI-Weekly	Court Administrator
				BI-Weekly	City Clerk
Q	$2,932.00	$3,400.80	$4,041.60	Bi-Weekly	GIS Coordinator Senior Planner Systems Administrator Senior Accountant Recreation Superintendent Parks Superintendent
R	$41.41	$48.03	$57.09	Hourly	Police Sergeant
	$3,312.80	$3,842.40	$4,567.20	Bi-Weekly	Building Official
				Bi-Weekly	Assistant Director of Public Works
S	$3,744.00	$4,341.16	$5,161.60	Bi-Weekly	Communications and Public Information Director Economic Development Director Police Lieutenant Assistant City Engineer
T	$4,231.12	$4,907.20	$5,832.00	Bi-Weekly	Human Resources Director IT Director Police Captain
U	$4,781.60	$5,544.80	$6,591.20	Bi-Weekly	Director of Community Development Finance Director Director of Parks and Recreation
V	$5,092.80	$5,905.60	$7,020.80	Bi-Weekly	Chief of Police Public Works Director/City Engineer
W	$5,423.20	$6,289.58	$7,476.80	Bi-Weekly	Assistant City Manager

City of Raymore
Fiscal Year2023-24 COMP STUDY

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
D	$16.17	$16.57	$16.98	$17.40	$17.84	$18.29	$18.75	$19.22	$19.70	$20.19	$20.69	$21.21	$21.74	$22.28
E	$17.22	$17.65	$18.09	$18.54	$19.00	$19.48	$19.97	$20.47	$20.98	$21.50	$22.04	$22.59	$23.15	$23.73
F	$18.34	$18.80	$19.27	$19.75	$20.24	$20.75	$21.27	$21.80	$22.35	$22.91	$23.48	$24.07	$24.67	$25.29
G	$19.53	$20.02	$20.52	$21.03	$21.56	$22.10	$22.65	$23.22	$23.80	$24.40	$25.01	$25.64	$26.28	$26.94
H	$20.80	$21.32	$21.85	$22.40	$22.96	$23.53	$24.12	$24.72	$25.34	$25.97	$26.62	$27.29	$27.97	$28.67
I	$22.15	$22.70	$23.27	$23.85	$24.45	$25.06	$25.69	$26.33	$26.99	$27.66	$28.35	$29.06	$29.79	$30.53
J	$23.59	$24.18	$24.78	$25.40	$26.04	$26.69	$27.36	$28.04	$28.74	$29.46	$30.20	$30.96	$31.73	$32.52
K	$25.12	$25.75	$26.39	$27.05	$27.73	$28.42	$29.13	$29.86	$30.61	$31.38	$32.16	$32.96	$33.78	$34.62
L	$26.75	$27.42	$28.11	$28.81	$29.53	$30.27	$31.03	$31.81	$32.61	$33.43	$34.27	$35.13	$36.01	$36.91
M	$28.49	$29.20	$29.93	$30.68	$31.45	$32.24	$33.05	$33.88	$34.73	$35.60	$36.49	$37.40	$38.34	$39.30
N	$30.33	$31.09	$31.87	$32.67	$33.49	$34.33	$35.19	$36.07	$36.97	$37.89	$38.84	$39.81	$40.81	$41.83
O HOURLY	$32.31	$33.12	$33.95	$34.80	$35.67	$36.56	$37.47	$38.41	$39.37	$40.35	$41.36	$42.39	$43.45	$44.54
O BI-WEEKLY	$2,584.80	$2,649.60	$2,716.00	$2,784.00	$2,853.60	$2,924.80	$2,997.60	$3,072.80	$3,149.60	$3,228.00	$3,308.80	$3,391.20	$3,476.00	$3,563.20
P HOURLY	$34.42	$35.28	$36.16	$37.06	$37.99	$38.94	$39.91	$40.91	$41.93	$42.98	$44.05	$45.15	$46.28	$47.44
P BI-WEEKLY	$2,753.60	$2,822.40	$2,892.80	$2,964.80	$3,039.20	$3,115.20	$3,192.80	$3,272.80	$3,354.40	$3,438.40	$3,524.00	$3,612.00	$3,702.40	$3,795.20
Q	$2,932.00	$3,005.60	$3,080.80	$3,157.60	$3,236.80	$3,317.60	$3,400.80	$3,485.60	$3,572.80	$3,662.40	$3,753.60	$3,847.20	$3,943.20	$4,041.60
R HOURLY	$41.41	$42.45	$43.51	$44.60	$45.72	$46.86	$48.03	$49.23	$50.46	$51.72	$53.01	$54.34	$55.70	$57.09
R BI-WEEKLY	$3,312.80	$3,396.00	$3,480.80	$3,568.00	$3,657.60	$3,748.80	$3,842.40	$3,938.40	$4,036.80	$4,137.60	$4,240.80	$4,347.20	$4,456.00	$4,567.20
S	$3,744.00	$3,837.60	$3,933.60	$4,032.00	$4,132.80	$4,236.00	$4,341.60	$4,450.40	$4,561.60	$4,676.00	$4,792.80	$4,912.80	$5,036.00	$5,161.60
T	$4,231.20	$4,336.80	$4,445.60	$4,556.80	$4,670.40	$4,787.20	$4,907.20	$5,029.60	$5,155.20	$5,284.00	$5,416.00	$5,551.20	$5,689.60	$5,832.00
U	$4,781.60	$4,900.80	$5,023.20	$5,148.80	$5,277.60	$5,409.60	$5,544.80	$5,683.20	$5,825.60	$5,971.20	$6,120.80	$6,273.60	$6,430.40	$6,591.20
V	$5,092.80	$5,220.00	$5,350.40	$5,484.00	$5,620.80	$5,761.60	$5,905.60	$6,053.60	$6,204.80	$6,360.00	$6,519.20	$6,682.40	$6,849.60	$7,020.80
W	$5,423.20	$5,558.40	$5,697.60	$5,840.00	$5,986.40	$6,136.00	$6,289.60	$6,447.20	$6,608.00	$6,773.60	$6,943.20	$7,116.80	$7,294.40	$7,476.80

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

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

TITLE / ISSUE / REQUEST

Award of Contract - Washington Street Water Main Project

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
6/25/2024	9/25/2024

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3898
2. Contract

BACKGROUND / JUSTIFICATION

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

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

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

BILL 3898 **ORDINANCE**

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

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

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

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

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

Section 1. The City Manager is directed to enter into a contract in the amount of $240,362.50 with Hettinger Excavating, LLC for the Washington Street Water Main project, attached as Exhibit A.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

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

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

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

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

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

CITY OF RAYMORE
CONTRACT FOR SERVICES

Washington Street Water Main Project

This Contract for the Washington St. Water Main Project, hereafter referred to as the **Contract** is made this 24th day of June, 2024, between Hettinger Excavating, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 273, Drexel, MO 64742, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of June 24, 2024 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 24-452-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **90** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of $240,362.50.

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

The City Manager has the authority for change orders.

ARTICLE IV
CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V
INSURANCE REQUIREMENTS

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

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

ARTICLE VII
RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

ARTICLE VIII
CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

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

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

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

ARTICLE IX
ARBITRATION

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

ARTICLE X
WARRANTY

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

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

ARTICLE XI
REQUIRED SAFETY TRAINING

A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;

B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.

B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" above have elapsed.

C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

HETTINGER EXCAVATING, LLC

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Washington Street Water Main Project

ANTICIPATED SCOPE OF SERVICES:

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

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

1. SPECIFICATIONS WHICH APPLY

A. Mobilization, Bonds, and Insurance: Mobilization, Bonds and Insurance will be paid for at the unit bid price per each.

B. Pre-Construction Photos: Pre-Construction Photos shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor and materials required to document the condition of the project area prior to construction. The photos must be delivered to the City prior to the Notice to Proceed.

C. Clearing and Grubbing: Clearing and Grubbing shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor and materials required to remove and dispose of trees, brush, other vegetation, rock and any other materials that must be removed from the site to complete the project.

D. Utility Location Verification: Utility Location Verification shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor and materials to verify the location and dimensions (pipe diameter) of all subsurface utilities, marked or unmarked by the City or any utility locating service, to the extent required to complete the work as per plan.

E. 6-inch, C-900 PVC Pipe: 6-inch C-900 PVC Pipe shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all surveying, excavation, boring, 24 hour advance notification to residents of any service disruption, connection to existing water mains,

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

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

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

H. ¾" K Copper Pipe: 3/4'' K Copper Pipe shall be measured and paid for at the unit price per foot. The unit price for this item shall be paid for copper pipe to connect the residential service meter to the new water main. The unit price for this item shall include all labor, materials and equipment required to install.

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

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

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

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

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

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

2. ADDITIONAL INFORMATION

2.1 Project is tax exempt.

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

Appendix B
General Terms and Conditions

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

B. *Contract Period*
Award of this contract is anticipated prior to the end of June, 2024.

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

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

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

   Minimum Limits - Automobile Liability:

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

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

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

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

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

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

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

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

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

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

L. *Drug/Crime Free Work Place*
Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

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

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

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

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

O. *Safety Training*

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

P. *Prevailing Wage Requirement (Public Projects under $75,000 are excluded)*
The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 30). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

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

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

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

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

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

Payment shall be made on the following schedule.

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

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

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PROPOSAL FORM A
RFP 24-452-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Hettinger Excavating, LLC

ADDRESS: PO Box 273
Street

ADDRESS: Drexel, MO 64742
City State Zip

PHONE: 816-868-7052

E-MAIL: royce@hettingerxlt.com

DATE: 05/02/2024 _____
(Month-Day-Year) Signature of Officer/Title

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

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

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

PROPOSAL FORM B
RFP 24-452-201

CONTRACTOR DISCLOSURES

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

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

2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X

3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X

4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X

5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X

6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No X

7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X

8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X

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

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X

10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

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

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

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

   _____ Yes _X_No *If yes, provide details in an attachment.*

Required Representations

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

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.

2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.

3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.

4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.

5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.

6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

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

PROPOSAL FORM C
RFP 24-452-201

EXPERIENCE / REFERENCES

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

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

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

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

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

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

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

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

State the number of Years in Business: 17

State the current number of personnel on staff: 24

PROPOSAL FORM D

RFP 24-452-201

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

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

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 24-452-201

Washington St. Water Main Project

Base Bid

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

Company Name Hettinger Excavating, LLC

Total Base Bid for Project Number: 24-452-201

$ 240,362.50

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

($ Two Hundred Forty Thousand, Three Hundred Sixty - Two Dollars and Fifty Cents **)**

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

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

Company Name Hettinger Excavating, LLC

By _____
Authorized Person's Signature

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

Company Address PO Box 273, Drexel, Missouri 64742

_____

_____

Phone 816-786-4593

Fax 816-619-2511

Email royce@hettingerxlt.com

Date 05/02/2024

ADDENDA
Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

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

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

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

Name/Contractor: Royce Hettinger

Company: Hettinger Excavating, LLC

Address: PO Box 273, Drexel, Missouri 64742

1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 24-452-201.
3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Hettinger Excavating, LLC
Company Name

Signature

Name: Royce Hettinger

Title: Member

Lauryn N Campbell
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Cass County
COMMISSION # 21340410
MY COMMISSION EXPIRES: 02/15/2025

STATE OF Missouri COUNTY OF Cass

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

Notary Public: Lauryn Campbell

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

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

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

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

RAYMORE
come home to more

ADDENDUM NO. 1
Washington St Water Main Project
Project #24-452-201

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

Addendum No. 1 - Clarification.

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

Response: See Attached

2. **Question:** What is the budget?

Response: $250,000

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

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

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

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

Company Name: Hettinger Excavating, LLC

By: Royce Hettinger

Title: Member

Address: PO Box 273

City, State, Zip: Drexel, MO 64742

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

Signature of Bidder: Royce Hettinger

ADDENDUM MUST BE SUBMITTED WITH BID

Washington St. Water Main Improvements

Summer 2024
Project No: 24-452-201

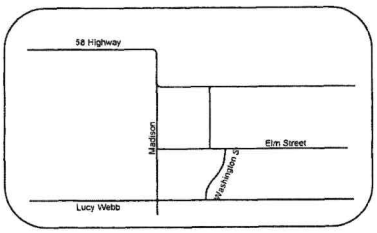
THE CITY of RAYMORE, MISSOURI

Quantities:

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

Sheet Index:

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



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

Utility Contact Information:

KCP&L
Attention: Engineer
215 Locust Belt Rd
Belton, Missouri 64012
800-303-0752

Missouri Gas Energy
3420 Broadway
Kansas City, Missouri 64111
816-969-2298 (Jon Harrell)
Emergency 816-360-5023

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

AT&T
800-288-2020

Comcast Cable
816-795-1100

Dish Network
888-825-2557

Utility Locates Required
Before Any Excavation
1-800-Dig-Rite
1-800-344-7483

Project Description

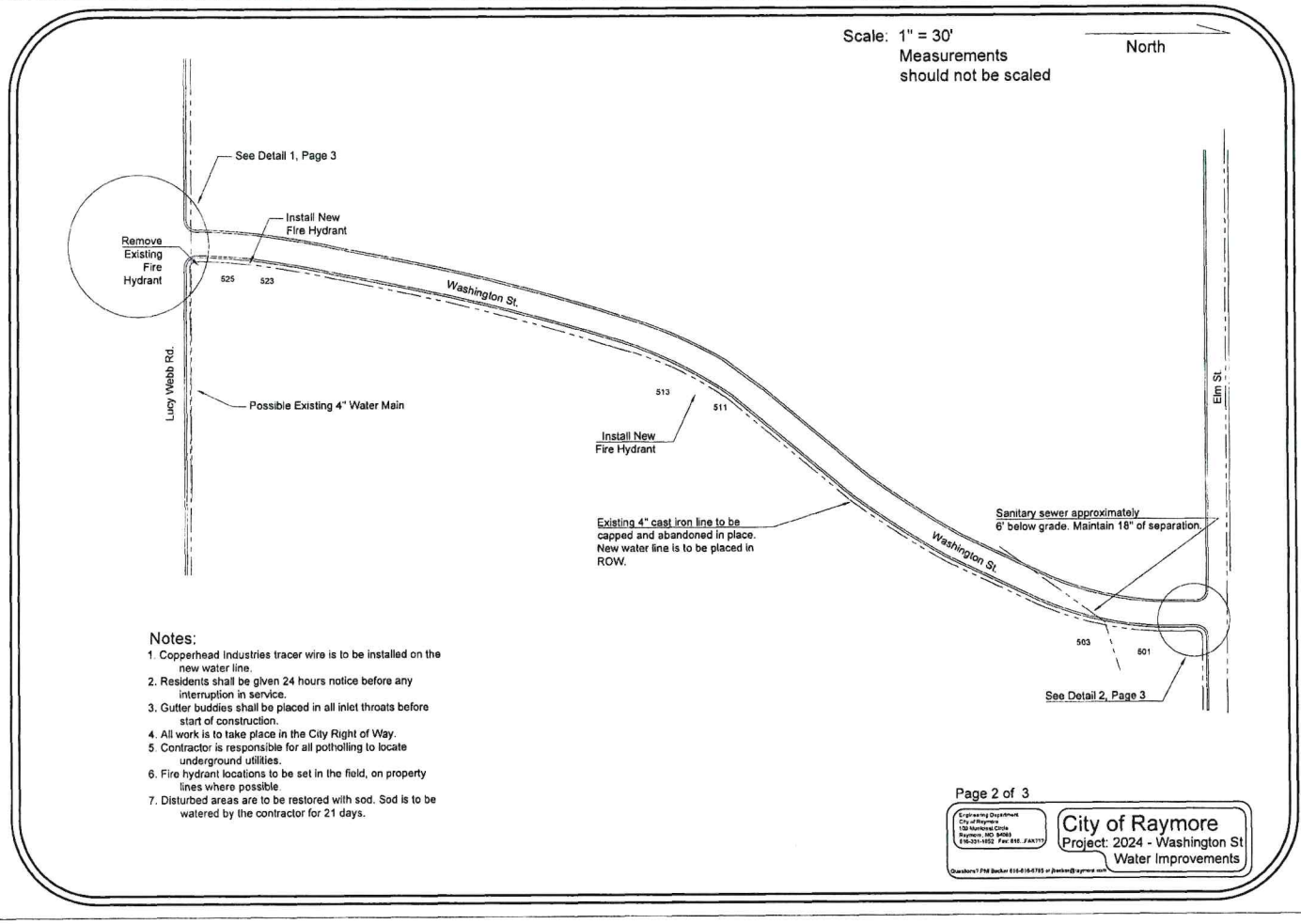
This project is the replacement of a 4" cast iron water main with 1275 feet of 6" C900 DR 18 PVC. Acceptable materials are fusible PVC or Cetra-Lok Restrained Joint with Intergral Bells (RJIB). Acceptable intallation method is directional boring. Contractor is responsible for locating all existing utilities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

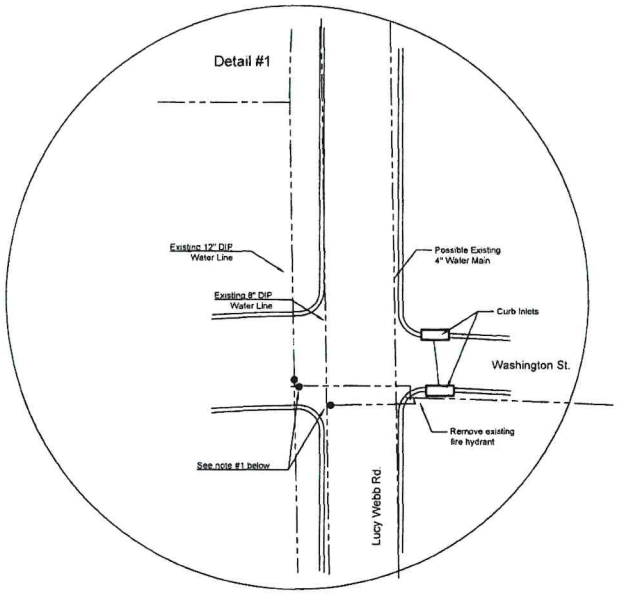
Latest specifications can be found on the City of Raymore website

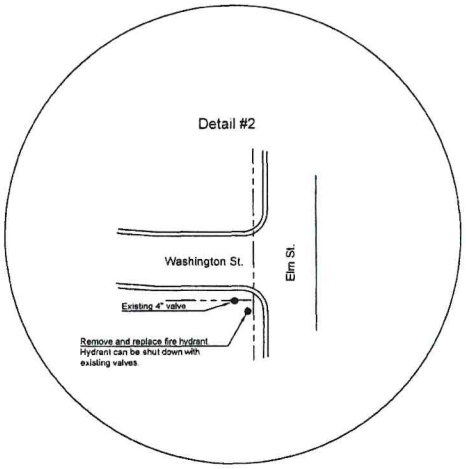
Engineering Department
City of Raymore
100 Municipal Circle
Raymore, MO 64083
816-331-1852 Fax 816-331-0067

City of Raymore
Project: 2024 Washington St Water Improvements

Contact Phil Becker at 816-868-6785 or pbecker@raymore.com for any questions concerning this project.


Scale: 1" = 30'
Measurements
should not be scaled
North
See Detail 1, Page 3
Install New
Fire Hydrant
Remove
Existing
Fire
Hydrant
525
523
Washington St.
Lucy Webb Rd.
Possible Existing 4" Water Main
513
511
Install New
Fire Hydrant
Existing 4" cast iron line to be
capped and abandoned in place.
New water line is to be placed in
ROW.
Elm St.
Sanitary sewer approximately
6' below grade. Maintain 18" of separation.
Washington St.
503
501
See Detail 2, Page 3
Notes:
1. Copperhead Industries tracer wire is to be installed on the new water line.
2. Residents shall be given 24 hours notice before any interruption in service.
3. Gutter buddies shall be placed in all inlet throats before start of construction.
4. All work is to take place in the City Right of Way.
5. Contractor is responsible for all potholling to locate underground utilities.
6. Fire hydrant locations to be set in the field, on property lines where possible.
7. Disturbed areas are to be restored with sod. Sod is to be watered by the contractor for 21 days.
Page 2 of 3
City of Raymore
Project: 2024 - Washington St
Water Improvements





Notes for Detail #1:

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

Notes for Detail #2:

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

Page 3 of 3 No Scale

Engineering Department
City of Raymore
100 Municipal Circle
Raymore, MO 64083
816-331-1052 Fax 816-331-0067

City of Raymore
Project: 2024 - Washington St Water Improvements

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/10/2024
SUBMITTED BY: David Gress DEPARTMENT: Development Services
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Creekside Ranch Final Plat

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
7/1/2024	6/1/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning and Zoning Commission
Date:	June 4, 2024
Action/Vote:	Approval, 6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3902
2. Final Plat Staff Report
3. Final Plat Drawing
4. Draft Development Agreement
5. PWSD #3 Release for Water Service Letter

BACKGROUND / JUSTIFICATION

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

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

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

BILL 3902 ORDINANCE

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

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

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

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

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

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

Section 2. That the subdivision known as Creekside Ranch is hereby approved for the tract of land described below:

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

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

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

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

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

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

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

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

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RAYMORE
development services

PLANNING APPLICATION

STAFF REPORT

CITY COUNCIL MEETING: 06/10/24

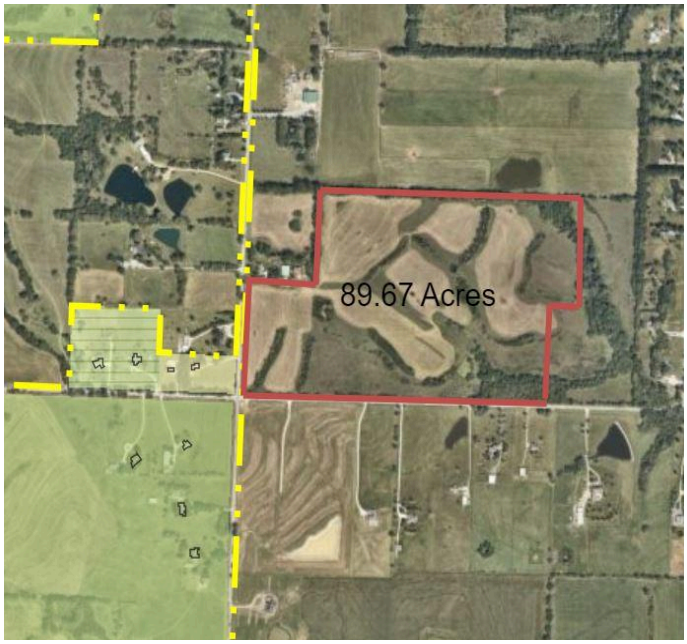
Creekside Ranch FINAL PLAT

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

PROJECT LOCATION	REQUESTED ACTION
NE Corner of Gore & Kurzweil Road	Final Plat Approval

PROJECT NARRATIVE

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



ZONING AND LAND USE SUMMARY -

EXISTING ZONING

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

SURROUNDING ZONING & LAND USE

North: Unincorporated Cass County

South: Unincorporated Cass County

East: Unincorporated Cass County

West: "RE" Rural Estate, "RR" Rural Residential "A" Agricultural

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

PAST PLANNING ACTIONS -

1. The subject property has been located in Unincorporated Cass County until recently (annexed into the City of Raymore on February 26, 2024) and has remained undeveloped.

2. On March 13, 1989 Fairview Estates Lots 1 thru 3 Final Plat (located at the southwest corner of Kurzweil Rd. and Gore Rd.) was approved by the City Council.

3. On January 28, 1991 Fairview Estates Lots 4 thru 7 Final Plat was approved by the City Council.

4. Halliburton Estates (located west of the subject property at 700 and 712 E. Gore Rd.) was rezoned from "A" Agricultural to "RE" Rural Estates on November 27, 2006. Subsequently Halliburton Estates received preliminary plat approval on December 11, 2006 and final plat approval on January 22, 2007.

5. On February 12, 2024 the City Council unanimously approved the Creekside Ranch Preliminary Plat.

6. On February 26, 2024 the City Council unanimously approved the Creekside Ranch Rezoning from "A" Agricultural District to "RE" Rural Estate District as well as the Creekside Ranch Annexation.

DEVELOPMENT STANDARDS -

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

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

STAFF COMMENTS -

PLANNING AND ZONING -

- The applicant is proposing a 23 lot single-family subdivision being completed in a single phase development. The development includes 22 3+/- acre lots, one 10+/- acre lot. There is a remnant 20 acre tract that will remain in Unincorporated Cass County (far east side of the proposed development.)

- The Creekside Ranch (Rezoning) and Creekside Ranch (Preliminary Plat) applications conditioned such approval based upon reassurance/proof that PWSD #3 would not service the subject property. City Staff has received reassurance/proof from PWSD # 3 that the subject property is not located within their water service area (please see attached PWSD #3 letter).

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

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

- Per Section 445.030(J) of the Unified Development Code sidewalks are encouraged but are not required.

- No amenities are being provided with the proposed development.

PUBLIC WORKS & ENGINEERING -

- City water is located at the Southwest corner of Kurzweil Road and Gore Road. The current infrastructure is sufficient to support this development.

- This proposed development will not use the public sanitary sewer.

- Stormwater from this development will be captured by roadside ditches and conveyed to the nearby creek.

ALIGNMENT WITH GROWTH MANAGEMENT PLAN -

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

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

FINDINGS OF FACT -

Under Section 470.130 of the Unified Development Code, the Planning and Zoning Commission and City Council are directed concerning its actions in the deliberation of a final plat request, in that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. Is substantially the same as the approved preliminary plat.

The final plat is substantially the same as the preliminary plat and Memorandum of Understanding (MOU). Roadway alignments and lot configurations generally remain the same.

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

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

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

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

PROJECT REVIEW SCHEDULE

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

STAFF RECOMMENDATIONS -

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

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

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

PLANNING AND ZONING COMMISSION

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

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

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

- The Development Agreement for the Creekside Ranch final plat shall be signed and recorded with the Cass County Recorder of Deeds, and all applicable fees paid, within one year of the City Council approval or the agreement shall be considered null and void.

- A landscape plan shall be submitted to City Staff for review prior to the 2nd Reading by the City Council.

PROJECT ATTACHMENTS -

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

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

PROPERTY DESCRIPTION

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

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

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

SURVEYOR'S GENERAL NOTES:

1). This survey is based upon the following information provided by the client or researched by this surveyor.
(A). Warranty Deed, Book 4406, Pg 76
(B). Warranty Deed, Bk 1276, Pg 53
(C). Deed of Trust, Bk 4440, Pg 67
(D). Quit Claim Deed, Bk 1890, Pg 103
(E). Final Plat of Kurzweil Estates, Bk 16, Pg 51
(F). Final Plat of Halliburton Estates, Bk 20, Pg 71
(G). Certificate of Survey, Bk 29, Pg 2
(H). Final Plat of Meadowbrook Acres, 3rd Plat, Bk 5, Pg 90

2). This survey meets or exceeds the accuracy standards of a (SUBURBAN) Property Boundary Survey as defined by the Missouri Standards for Property Boundary Surveys.

3).NO Title report was furnished. NO Easements were provided. Easements are only shown as provided by client or from Title Report. Additional Easements may exists and are not shown on this survey.

4). Bearings shown hereon are based upon GPS observation of the South Line of Section 2

5). This company assumes no responsibility in the location of existing utilities within the subject premises. This is an above-ground survey. The underground utilities, if shown, are based on information provided by the various utility companies and these locations should be considered approximate. There may be additional underground utilities not shown on this drawing.

6). Subsurface and environmental conditions were not surveyed or examined or considered as a part of this survey. No evidence or statement is made concerning the existence or underground or overhead conditions, containers or facilities that may affect the use or development of this property. No attempt has been made to obtain or show data concerning existence, size, depth, conditions, capacity or location of any utility existing on the site, whether private, municipal or public owned.

7). Sit e is located in Zone "X", areas determined to be outside the 100 year Flood Plain per Firm Panel 29037C0035F, Dated 1/2/2013

8). Survey prepared exclusively for Fred Delibero on April 1, 2021.

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

NOTE:

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

CASS COUNTY:
RECORDER'S OFFICE:

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

_____
DEPUTY COUNTY RECORDER OF DEEDS

DEDICATION:

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

"Creekside Ranch"

EASEMENTS:

1. AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF RAYMORE, MISSOURI FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING OR MAINTAINING FACILITIES INCLUDING, BUT NOT LIMITED TO, POLES, WIRES, PIPES, CONDUITS, TRANSFORMERS, SERVICE PEDESTALS, METERS AND STRUCTURES FOR WATER, GAS, ELECTRICITY, SANITARY SEWER, STORM SEWER, TELEPHONE, CABLE T.V., OR OTHER UTILITY OR SERVICE, ANY OR ALL OF THEM, UPON, OVER OR UNDER THOSE AREAS OR STRIPS OUTLINED AND DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" OR "U.E.".

2. WHERE AN EASEMENT IS DESIGNATED FOR A PARTICULAR PURPOSE, THAT IS, "SEWER EASEMENT" OR "S.E." OR "DRAINAGE EASEMENT" OR "D.E.", THE USE THEREOF SHALL BE RESTRICTED TO THAT PURPOSE.

3. ALL EASEMENTS SHALL BE KEPT FREE AND CLEAR OF ANY AND ALL BUILDINGS, STRUCTURES OR OTHER OBSTRUCTIONS (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES) WHICH WOULD INTERFERE WITH;
a) THE PROPER, SAFE AND CONTINUOUS USE AND MAINTENANCE OR RECONSTRUCTION OF THE FACILITIES LOCATED WITHIN SAID EASEMENTS, OR,
b) THE AGENTS AND EMPLOYEES OF RAYMORE, MISSOURI AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENTS IN THE EXERCISING OF THE RIGHTS GRANTED BY SAID EASEMENT.

BUILDING LINES:

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

STREETS:

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

IN TESTIMONY WHEREOF:

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

_____
Lisa M. Delibero

NOTARY CERTIFICATION:

STATE OF _____)
)SS
COUNTY OF _____)

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

IN WITNESS THEREOF:

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

_____
NOTARY PUBLIC

My Commission Expires:_____

CITY OF RAYMORE, MISSOURI:
PLANNING AND ZONING COMMISSION:

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

_____
,SECRETARY

CITY COUNCIL:

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

_____
, MAYOR

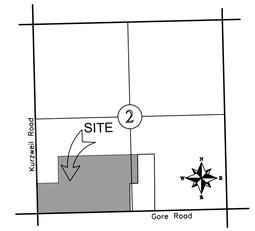
ATTEST:

_____ _____
, CITY CLERK , CITY ENGINEER

LEGEND

These standard symbols will be found in the drawing.

- Set 1/2" Rebar & Cap (LS-2005083190)
- Found Survey Monument (As Noted)
- Potential Encroachments, as noted
- Existing Fence Line - Chain Link
- Existing Water Line
- Existing Sanitary Sewer Main
- Existing Storm Sewer
- Existing Gas Line
- Existing Underground Telephone
- Existing Underground Electric



LOCATION MAP
SECTION 2-T46N-R32W

SETBACK TABLE	
FRONT	50'
REAR	40'
SIDE	15'

SURVEYOR'S CERTIFICATION:

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

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

REVISIONS

DATE	City Comments
5/17/24	

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

FINAL PLAT

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

PROFESSIONAL SEAL

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

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

NOTE:

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

2. See Page 2 for signatures, description, dedications, and other information.

SETBACK TABLE	
FRONT	50'
REAR	40'
SIDE	15'

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

N W E S
0 100 200 300

Fnd Copperweld
W ¼ Corner of
Section 2-46-32
MoDNR Doc No. 600-59160

N2°27'38"E 2659.44'

Randy G. Spalding
and Lauri J Spalding
Warranty Deed
Book 1276, Page 53

S88°27'37"E 2244.26'

46.78' | 521.95' | 354.00' | 354.00' | 357.00' | 610.53'

Darin N Archer
Quit Claim Deed
Doc. No. 2000001774

N2°27'36"E 742.84'

515.92'

Lot 5
130,695.22 Sq. Ft.
3.00 Acres +/-

Lot 6
131,749.72 Sq. Ft.
3.02 Acres +/-

Lot 7
130,980.00 Sq. Ft.
3.01 Acres +/-

Lot 16
130,980.00 Sq. Ft.
3.01 Acres +/-

Lot 17
130,523.00 Sq. Ft.
3.00 Acres +/-

Lot 23
472,900.99 Sq. Ft.
10.85 Acres +/-

Unplatted

East line of Southwest 1/4 of Section 2-46-32

S38° 27' 56"E 1.87'
S38° 23' 21"E 469.47'
N1° 32' 23"E 370.00'
S1° 32' 23"W 370.00'
S1° 32' 23"W 370.00'
S1° 32' 23"W 341.89'
N43° 21' 00"E 2.24'
R=20.00' L=17.45'
R=25.00' L=21.03'
L=65.57'
R60.00'
L=152.19'
112.63'
354.00'
354.00'
277.21'
S88° 27' 37"E 800.10'
Creekside Ranch Dr 60' R/W
S88° 27' 37"E 425.05'
N45° 43' 47"W 4.47'
R=20.00' L=16.82'
R=20.00' L=31.09'
350.37'
349.72'
330.12'
R=15.00' L=23.80'
R=20.00' L=31.74'
R=20.00' L=31.09'
R=25.00' L=21.68'
S87° 32' 24"E 370.00'
68.32'
Creekside Ranch Ct 60' R/W
Amara Dr 60' R/W
Aria Dr 60' R/W
226.92'
404.68' S2° 27' 36"W
346.06'
395.74' S2° 27' 36"W
395.73' S2° 27' 36"W
282.39'
260.79'
350.47'
330.43'
785.76'
S2°27'36"W 785.76'

Lot 4
131,068.36 Sq. Ft.
3.00 Acres +/-

Lot 8
135,241.16 Sq. Ft.
3.10 Acres +/-

Lot 15
133,816.28 Sq. Ft.
3.07 Acres +/-

Lot 18
131,983.59 Sq. Ft.
3.03 Acres +/-

N2° 27' 36"E 282.39'

R=15.00' L=6.20'
N26° 08' 18"E 58.98'
S21° 13' 06"E 58.98'
R=60.00' L=25.76'
R=60.00' L=23.83'
R60.00'
L=94.25'
L=94.25'

S88°28'08"E 586.40'
175.01' | 20' U/E | 361.39'

Lot 3
130,859.37 Sq. Ft.
3.00 Acres +/-

Lot 9
150,901.62 Sq. Ft.
3.46 Acres +/-

Lot 14
148,323.30 Sq. Ft.
3.40 Acres +/-

Lot 19
144,185.42 Sq. Ft.
3.31 Acres +/-

Lot 22
138,767.96 Sq. Ft.
3.18 Acres +/-

S2° 27' 36"W 9.42'
S88° 27' 42"E 370.05'
S88° 27' 42"E 340.05'
S88° 27' 42"E 335.05'
589.05'
370.05'
219.00'
N88° 27' 42"W

50' R/W to be dedicated with Plat
80' Water Easement
S49° 13' 10"E 388.44'
S44° 07' 08"E 459.41'
L=497.06'
R=250.00' L=311.43'
L=239.71'
L=77.00'
L=50.88'
L=187.00'
R=250.00' L=311.43'
L=233.35'
L=109.03'
S44° 42' 16"E 192.98'
L=40.71'
315.78'
270.17'
S73° 50' 04"W
270.17'
S81° 40' 16"E 377.92'
S2° 27' 36"W 375.05'
S1° 32' 18"W 315.00'
S2° 27' 36"W 1195.69'
S2° 27' 36"W 375.05'
375.05'
800.10'
S2°27'36"W

Lot 2
132,222.81 Sq. Ft.
3.03 Acres +/-

Lot 10
132,988.19 Sq. Ft.
3.05 Acres +/-

Lot 21
142,468.44 Sq. Ft.
3.27 Acres +/-

Kurzweil Rd
50' R/W
N2°27'38"E 863.69'

Lot 1
131,520.51 Sq. Ft.
3.02 Acres +/-

Lot 11
136,120.07 Sq. Ft.
3.12 Acres +/-

Lot 12
134,749.44 Sq. Ft.
3.09 Acres +/-

Lot 13
157,535.56 Sq. Ft.
3.61 Acres +/-

Lot 20
148,579.26 Sq. Ft.
3.41 Acres +/-

S60° 21' 03"E 632.39'
L=130.92'
497.22'
201.14'
200.18'
240.64' S2° 27' 37"W
385.05' S2° 27' 36"W
385.00' S1° 32' 18"W
385.05'
385.05'

West line of Section 2-46-32
50'
50' R/W to be dedicated with Plat
40' R/W to be dedicated with Plat
Monument Sign Easement
This 30 foot buffer strip reserved for the planting of trees or shrubs by the developer, the building of structures and fences hereon is prohibited
30' Landscape Easement reserved for the planting of trees or shrubs by the developer
This 30 foot buffer strip reserved for the planting of trees or shrubs by the developer, the building of structures and fences hereon is prohibited
30' Landscape Easement reserved for the planting of trees or shrubs by the developer
This 30 foot buffer strip reserved for the planting of trees or shrubs by the developer, the building of structures and fences hereon is prohibited
40' R/W to be dedicated with Plat
310.04'
616.45'
350.00'
412.28'
387.82'
375.05'
S88° 27' 42"E 350.00'
S88° 27' 42"E 406.09'
S88° 27' 42"E 389.02'
S88° 27' 42"E 370.05'
Unplatted

Fnd Copperweld
SW Corner of
Section 2-46-32
MoDNR Doc No. 600-68805
Point of Beginning

Gore Rd
60' R/W

N 88°27'42" W 2611.66'

South line of Section 2-46-32
N 88°27'42" W 2632.79'

Gore Rd
60' R/W

Monument Sign Easement

N 01°59'45" W 2632.26'

Fnd Copperweld
S ¼ Corner of
Section 2-46-32
MoDNR Doc No. 600-68804

Fnd Copperweld
SE Corner of
Section 2-46-32
MoDNR Doc No. 600-77236

Kurzweil Road
SITE
2
Gore Road

N.T.S.
LOCATION MAP
SECTION 2-T46N-R32W

LEGEND

These standard symbols will be found in the drawing.

- Set 1/2" Rebar & Cap (LS-2005083190)
- Found Survey Monument (As Noted)
- (P) Potential Encroachments, as noted
- Existing Fence Line - Chain Link
- Existing Water Line
- Existing Sanitary Sewer Main
- STORM — STORM — Existing Storm Sewer
- Existing Gas Line
- Existing Underground Telephone
- Existing Underground Electric

REVISIONS

DATE	
5/17/24	City Comments

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

FINAL PLAT

SHEET	SECTION	TOWNSHIP	RANGE	COUNTY
1 OF 2	2	46N	32W	Cass

SCALE	JOB NO.
1"=100'	Creekside Ranch

DRAWN BY M. Schlicht, PLS, PE

DATE OF PREPARATION May 3, 2024

PROFESSIONAL SEAL

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

Development Agreement

For

Creekside Ranch
Lots 1 thru 23

Legal Description Contained on Pages 2-3

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

June 24, 2024

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THI**S 24th day of June, 2024** by and between, **Creekside Raymore, LLC** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Creekside Ranch 1st Plat, Lots 1 thru 23** which is located in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Creekside Ranch 1st Plat, Lots 1 thru 23**

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

ZONING, LAND USE, AND DEVELOPMENT STANDARDS

1. The zoning for the entire Property shall be "RE" Rural Estate District.

2. The following bulk and dimensional standards are established for each lot in the development:

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

DRAFT

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

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

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

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

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.

2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".

3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any

construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.

4. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.

5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.

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

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

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

INSTALLATION AND MAINTENANCE

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

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

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

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

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

FEES, BONDS & INSURANCE

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

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

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

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

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

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

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

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

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

ADDITIONAL REQUIREMENTS

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

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.

2. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.

3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.

4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.

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

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

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

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

9. The Sub-divider and City acknowledge the Memorandum of Understanding for Creekside Ranch Subdivision, executed by both parties and approved by City Council on February 12, 2024 remains in effect.

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

If to the City, at:	If to Sub-Divider, at:
City Manager	Creekside Raymore, LLC
100 Municipal Circle	21 SE 29th Terr
Raymore, MO 64083	Lee's Summit, MO 64082

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Creekside Ranch 1st Plat**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Creekside Ranch 1st Plat.**

DRAFT

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

_____
Jim Feuerborn, City Manager

Attest:

_____
Erica Hill, City Clerk

_____
Sub-divider – Signature

_____
Printed Name

_____
Sub-divider – Signature

_____
Printed Name

Subscribed and sworn to me on this
the _____ day of _____20__
in the County of _____,
State of _____.

Stamp:

Notary Public: _____
My Commission Expires: _____

DRAFT

Attachment A

FEE CALCULATION FOR CREEKSIDE 1ST FINAL PLAT

DRAFT

CASS COUNTY
PWSD#3

To whom it may concern,

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

Respectfully,

Brittany Heier

Brittany Heier
District Manager

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

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

TITLE / ISSUE / REQUEST

Firing Range MOU with Honeywell FM&T

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
7/1/2024	6/30/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3900
2. Honeywell MOU

BACKGROUND / JUSTIFICATION

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

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

BILL 3900 **ORDINANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

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

1.0 Background

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

2.0 OBJECTIVE

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

3.0 DEFINITIONS

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

4.0 GENERAL DESCRIPTION

The Seller shall provide a LFR facility meeting all requirements as defined within Section 6.0 of this Scope of Work (SOW)
The LFR shall be located within a 40 minute drive from the Kansas City National Security Campus located at 14500 Botts Road, Kansas City, MO.

5.0 PERIOD OF PERFORMANCE

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

6.0 REQUIREMENTS

Seller shall provide use of LFR location and priority scheduling.

6.1 RANGE DESIGN REQUIREMENTS

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

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

- Roads used for setting and servicing targets in impact areas and for maintenance of earth berm shall be graded pathways. Roads in areas not subject to disturbance, e.g., vehicle parking areas, and roadways behind firing lines or out of range of weapons, shall be designed for anticipated vehicle weight and usage.
- The ground surface shall be smooth, firm, and graded to drain away from the targets. A slight side-to-side grade of 1 percent to 2 percent should be provided for storm water runoff. For baffled ranges, the lateral slope should not exceed 2 percent because of the geometry of the baffle system.
- Range distances from the firing line to the target are determined by the approved DOE qualification courses of fire for all weapons available for use by Protective Force (PF) personnel and by site-specific training courses of fire. For current courses of fire used by KCNSC, a 100-yard range is needed. The distances from the firing line to the target should be accurate to +.01 percent. It is important that any inaccuracy in the firing line- to-target distance is a greater, rather than lesser, distance (e.g., 101 yards for a 100-yard range instead of 99 yards).
- Firing lines will be marked for the 3yd, 5yd, 7yd, 10yd, 15yd, 25yd, 50yd, and 100yd range distances.
- The shooters shall have secure footing.
- Side containment along the distance of the LFR shall provide ballistic protection.
- A minimum of eight firing points shall be available on the LFR.
- The LFR shall accommodate the requirements of all KCNSC courses of fire to be conducted.

7.0 SELLER RESPONSIBILITIES

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

8.0 BUYER RESPONSIBILITIES

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

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Kansas City, MO 64147
816.488.2000
www.kcp.com

AGREEMENT FOR PRIORITY USE OF CITY FIRING RANGE

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

The Parties state as follows:

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

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

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

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

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

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

CONSIDERATION:

1. Honeywell FM&T agrees to pay Raymore for services as requested and indicated below:
    a. $36,000 per year, payable in $3,0000 monthly installments, beginning the first month of year one, paid in arrears, net thirty days, for each month of use.

TERM AND TERMINATION:

2. Term. This Agreement shall last for one year from the date of execution. Honeywell FM&T has the option to extend the term of the agreement one year at a time at mutual agreement.

3. Termination. Either party may terminate this agreement if written notice is provided one- hundred-twenty days in advance.

PROCEDURES AND OPERATIONS:

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

2. Honeywell FM&T shall have priority for scheduled range use over all other users, other than the Raymore Police Department. This will be a maximum of 180 days for the calendar year with some limited flexibility highlighted in bullet point #4.

3. To receive priority scheduling, Honeywell FM&T shall provide the Raymore Police Department Range Master with an annual firearms training plan that includes specific dates needed no later than 1 October for the following calendar year. The Raymore Police Department Range Master will work with Honeywell FM&T to de-conflict range dates and provide an approved schedule no later than 15 December for the following calendar year.

4. Honeywell FM&T shall provide requests for any additional range dates to the Raymore Police Department Range Master. Those requests will be granted on a case by case basis at the sole discretion of the Raymore Police Department Range Master.

5. Honeywell FM&T shall ensure that a certified firearms instructor is in attendance at the range at all times Honeywell FM&T is conducting live fire activities on the range. Honeywell FM&T shall provide firearm instructor certification documentation to the Raymore Police Department Range Master for approval prior to that instructor being allowed to oversee live fire range activities.

6. Honeywell FM&T shall have full access to the entire range location to include but not limited to any and all structures on the property.

7. Honeywell FM&T shall limit all live fire activities to the hours of 0700 and 2200 daily. Should live fire activities necessitate an earlier time or an extension past 2200, Honeywell FM&T shall obtain approval from the Raymore Police Department Range Master. Other activities to include but not limited to classroom training, safety briefings, target setup, range cleanup, etc. may be conducted outside of those hours.

8. Honeywell FM&T shall report any damages or injuries to the Raymore Police Department Range Master immediately.

9. Honeywell FM&T shall not allow outside entities access to the range facility, without prior approval from the Raymore Police Department.

10. The Raymore Police Department Range Master reserves the right to eject any Honeywell FM&T employee or other person in attendance from the range upon the Range Master's judgement that the person is posing a safety or health threat to that person or others. The Range Master shall provide incident report to document the event.

11. Honeywell FM&T shall use no ammunition larger than .308 unless prior, written approval has been obtained from the Raymore Police Department Range Master. No incendiary rounds, less lethal or chemical munitions will be permitted, without express permission being granted by the Raymore Police Department Range Master. No

sustained automatic fire in excess of 30 round magazines (no belt fed weapons).

12. Honeywell FM&T shall clean up all brass and trash daily. An on-site receptacle will be provided for trash and brass may be left in a provided container, which becomes "the property of City of Raymore" for recycling purposes.

13. Honeywell FM&T shall maintain a count of rounds fired on the range and provide that information to the Raymore Police Department Range Master if requested.

14. Honeywell FM&T shall provide their own targets and target backers. Honeywell FM&T will provide their own personal protection equipment (Eye and Ear protection).

15. Honeywell FM&T shall provide their own storage container/unit at the firing range location for storage of targets, target backers, and other training equipment. Honeywell FM&T will maintain the only access to this storage container/unit.

16. Honeywell FM&T agrees to obtain or commit insurance to cover any personal injuries or property damage arising out of or relating to the Honeywell FM&T's use of the firing range and provide a copy, as requested by Raymore, of the certificate of insurance with the City of Raymore noted as an Additional Insured. Subject to change pending response from Midwest Public Risk.

OTHER PROVISIONS:

17. Honeywell FM&T shall be responsible for complying with federal, state and local laws in all operations and transactions.

18. Honeywell FM&T shall be allowed to conduct training other than firearms training utilizing space at the location other than the range itself, when utilizing space outside the range, Honeywell FM&T shall first give the Raymore Police Department Range Master notice of the activity.

19. Any official notices regarding provision or issues under the Agreement shall be sent to the following of each party:

a. City of Raymore
Jim Feuerborn - jfeuerborn@raymore.com
City Manager
100 Municipal Circle
Raymore, MO 64083

b. Honeywell FM&T
Sean Mizell - smizell@kcnsc.doe.gov
Senior Buyer
14520 Botts Road
Kansas City, MO 64147

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

20. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Raymore and Honeywell FM&T. No joint employment is intended or created by this agreement for any purpose. This Agreement in no way restricts either of the parties from participating in any activity with other public or private agencies, organizations or individuals.

21. This Agreement shall be construed under the laws of the State of Missouri and any disputes shall be heard in Cass County, Missouri. Before filing a lawsuit, the party must endeavor to resolve the issue through senior leadership communication for 30 days.

22. This Agreement, to include the attached Terms and Conditions, embodies the entire agreement between the parties hereto, and there are no inducements, promises, terms, conditions or obligations made or entered into by Raymore or Honeywell FM&T other than as contained herein.

23. Before releasing the other party's information, the releasing party shall first obtain prior, written approval. Raymore's description of Honeywell FM&T's scheduled use of the firing range as "range unavailable," or words to that effect, does not require such approval.

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

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

TITLE / ISSUE / REQUEST

Budget Amendment - Trash, Recycling, and Yard Waste Fees

STRATEGIC PLAN GOAL / STRATEGY

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
7/15/2024	7/15/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3901
2. Raymore 2024 Increase Request Letter

BACKGROUND / JUSTIFICATION

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

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

BILL 3901 **ORDINANCE**

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

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

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

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

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

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

TRASH SERVICE

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

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

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

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

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

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

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

Hello City of Raymore,

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

Current trash collection rate - $15.14

Adjusted trash collection rate - $15.59

Current recycling collection rate - $5.59

Adjusted recycling collection rates - $5.76

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

Thank you,

George Constable

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/10/2024
SUBMITTED BY: Elisa Williams DEPARTMENT: Finance
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Depository Agreement

STRATEGIC PLAN GOAL / STRATEGY

4.3: Ensure Fiscal Discipline and Good Stewardship of Public Resources

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
7/1/2024	6/30/2027

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3899
2. Pledge Custodial Agreement

BACKGROUND / JUSTIFICATION

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

website and the City's newspaper of record.

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

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

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

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

BILL 3899 **ORDINANCE**

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

Pledge and Custodial Agreement

_____ (hereinafter referred to as "Public Entity") has selected **COMMUNITY BANK OF RAYMORE** (hereinafter referred to as "Depository Bank") as a depository for certain of its funds, and Depository Bank has agreed to act as the depository for those funds in accordance with applicable laws and/or governing statutes (hereinafter referred to as "Governing Statutes"), which require that Depository Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation (hereinafter referred to as ''FDIC"), by pledging securities (hereinafter referred to as "Eligible Securities") of any type permissible by the Governing Statutes. Raymond James & Associates, Inc. (hereinafter referred to as 'Custodian") has agreed to hold the Eligible Securities in safekeeping pursuant to the terms, conditions and covenants of this Pledge and Custodial Agreement (hereinafter referred to as "Agreement").

IN WITNESS WHEREOF, the parties hereto hereby agree to be bound by the terms, conditions and covenants as more fully set forth below:

I. GRANT OF SECURITY INTEREST; INSTRUCTIONS REGARDING ELIGIBLE SECURITIES.

Depository Bank will select Eligible Securities suitable for pledging to secure public deposits and will send a written, facsimile, or electronic communication to the Custodian designating and identifying the Eligible Securities to be pledged. Upon receipt of such communication, Custodian will issue and deliver to the Depository Bank a pledge notification which identifies the Eligible Securities pledged to the designated Public Entity.

Depository Bank hereby grants to Public Entity a security interest in all Eligible Securities delivered to or held by Custodian and reflected on Custodian's records as being pledged to the Public Entity. Custodian agrees to hold all Eligible Securities deposited with it, and to serve pursuant to the terms, conditions and covenants of this Agreement, and to hold any and all Eligible Securities in custody until such time that adequate substitutions, withdrawals and releases have been executed. In no event shall Custodian be responsible for determining if the pledged securities are "Eligible Securities".

II. SUBSTITUTION OR RELEASE OF SECURITIES.

Depository Bank and Public Entity agree that as long as Custodian has not received written notice from Public Entity stating that Depository Bank is in default of its obligations to pay to Public Entity its deposits when due, Depository Bank shall have the right to substitute Eligible Securities of at least equal market value then held by Custodian for Depository Bank or delivered to Custodian for the purpose of pledging.

If the aggregate market value of the Eligible Securities held by Custodian at any time exceeds the public funds deposited, Depository Bank may release any/all excess Eligible Securities by providing Custodian with a release notice signed by an authorized representative of Depository Bank. Custodian shall be entitled to rely on such withdrawal notice, and Depository Bank and Public Entity agree to hold Custodian harmless from any actions taken pursuant to, and consistent with, the instructions given in any withdrawal notice.

Public Entity and Depository bank agree that Custodian shall have no obligation with respect to any proposed substitution of Eligible Securities other than to act upon the instructions provided.

III. DEPOSITORY BANK'S OBLIGATIONS

Depository Bank will give Custodian clear instructions for substitution, withdrawal or release of Eligible Securities to include:

1. Identifying Depository Bank Information;
2. Original Face (Par Value);
3. Cusip Numbers;
4. Public Entity Name;
5. Maturity Date/Call Date, including, enough specific information to execute the pledge, substitution, or release.

Depository Bank represents and warrants to Public Entity that the pledge, lien and security interest granted herein was approved by Depository Bank's board of directors or loan committee, that such approval is reflected in the minutes thereof, and that a copy of this Pledge and Custodial Agreement shall be maintained as an official record of the Depository Bank.

IV. PUBLIC ENTITY.

Public Entity agrees that Custodian is acting hereunder on Public Entity's behalf and at Public Entity's risk. Public Entity is responsible for monitoring the Depository Bank's pledges, withdrawals and substitution activities to insure that the market value of any Eligible Securities is equal to or exceeds Public Entity's funds on deposit with Depository Bank.

V. CUSTODIAN'S OBLIGATIONS

Custodian agrees to act as custodian under the terms, conditions and covenants of this Agreement in holding and transferring the Eligible Securities held by it, by exercising the same care as it would in protecting and disposing of its own securities, but assuming no responsibility other than for the safekeeping and disposition of the securities and proceeds as provided, herein.

Custodian is expressly authorized by Depository Bank and Public Entity to utilize FRBs, Depository Trust Company, third party custodians or depositories, financial intermediaries and agents to hold, directly or through the use of other third party depositories or agents, any Eligible Securities. Depository Bank and Public Entity expressly release Custodian from any liability or claims that Custodian may incur or that may be asserted against Custodian, other than for Custodian's willful or intentional failure to comply with the undertakings hereunder to safe keep and dispose of the Eligible Securities as provided herein. Depository Bank and Public Entity shall each indemnify and hold Custodian harmless from any liabilities, claims losses or expenses (including attorneys' fees) that may be incurred or asserted against Custodian arising from any action or inaction taken in good faith by Custodian with respect to any Eligible Securities.

Custodian is hereby authorized to rely and act upon any written, facsimile or electronic instruction, notification, notice or document which purports to be signed by a representative of Depository Bank or of Public Entity (as applicable) without any duty to investigate or confirm the identity or authority of individuals giving or signing such instruction, notification, notice or document. Custodian is expressly authorized to rely upon any facsimile copy of any written document as if an original executed copy thereof had been received by Custodian from the party purporting to have executed the original.

Custodian shall be entitled to receive reasonable compensation from the Depository Bank for its services. Custodian shall have the right to terminate this Agreement upon thirty (30) days written notice to Public Entity and Depository Bank. In the event of any such termination by Custodian, Depository Bank and Public Entity agree to promptly appoint (but in no event later than the expiration of the 30-day period) a successor custodian and to deliver to Custodian instructions relating to all of Eligible Securities then held by Custodian and instructions for the delivery and transfer of such Eligible Securities to the successor custodian. If within such 30-day period, Custodian is not notified in writing by Depository Bank and Public Entity that a successor custodian has been established and that Custodian is authorized and directed to transfer all Eligible Securities held by it to such successor custodian, Custodian may thereafter, in its sole discretion, continue to hold the Eligible Securities or may deliver or transfer the Eligible Securities to Public Entity (or an entity or account designated by Public Entity). Unless terminated by Custodian, this Agreement shall remain in effect until such time as Depository Bank and Public Entity have delivered to Custodian written notice signed by each declaring that the Agreement has been terminated and is no longer effective; upon receipt of same, Custodian is thereafter authorized to deliver or transfer the Eligible Securities in accordance with any directions or instructions given solely by Depository Bank.

VI. DISPUTES.

In the event Custodian receives written notification from Depository Bank or Public Entity that a disagreement between Depository Bank and Public Entity exists as to any rights respecting any or all of the Eligible Securities, Custodian shall hold such Eligible Securities together with all proceeds thereof, until: (a) Public Entity and Depository Bank notify Custodian in writing that the dispute has been resolved and direct Custodian to transfer or deliver such Eligible Securities to either of them or to a third party or account designated by them, (b) Custodian is directed as to the disposition of such Eligible Securities by an order or decree of a court of competent jurisdiction, or (c) Custodian transfers the Eligible Securities pursuant to any authorization or requirement applicable to it or such Eligible Securities under any applicable statute or regulation relating to the holding, transfer or disposition of Eligible Securities securing public deposits. Custodian is expressly authorized to rely and act upon any of the foregoing written notices, orders, decrees, statutes, or regulations, and upon doing so shall be released and discharged from any liability or duty with respect to any Eligible Securities with respect to which it has taken such actions.

VII. PAYMENTS BY CUSTODIAN

Unless Custodian has been notified in writing by Public Entity that a default has occurred with respect to the payment by Depository Bank of any Public Deposits, Depository Bank shall be entitled to receive all principal payments , interest and other income on the Eligible Securities (including, without limitation, any securities received by Custodian as a substitute for, proceeds of, or otherwise with respect to, any securities included within the Eligible Securities) and Custodian is hereby authorized and directed to pay over, deliver or transfer same to Depository Bank (or any entity or account designated by Depository Bank).

VIII. SUITABILITY OF ELIGIBLE SECURITIES.

Custodian shall have no duty or obligation whatsoever to examine or determine if any securities that are now or at any time hereafter included within the Eligible Securities are of a kind or character, or have a market value, prescribed by law to be Eligible Securities for Public Deposits.

IX. ISSUANCE OF RECEIPT.

At such time as Custodian has received a communication from Depository Bank identifying a security held by Custodian to being included within the Eligible Securities, Custodian shall execute a pledge notification identifying the security and reflecting Public Entity's status as a secured party. Such notification, which is neither transferable nor assignable, shall be furnished to the Public Entity and Depository Bank and shall be accepted by them as sufficient evidence of the pledging and depositing of the security with the Custodian. The return of such pledge notification may be required by Custodian for the withdrawal, release or transfer of such security pursuant to applicable provisions and authorizations set forth in this Agreement.

X. GENERAL.

This Agreement shall be executed in triplicate with one executed original to be retained by each of the parties and shall be in full force and effect when executed by all parties. This Agreement is neither assignable nor transferable, and there is no requirement that the Agreement be returned to Custodian before delivery, transfer or designation of any securities as Eligible Securities hereunder. All notices, pledge notification and other documents and instruction required or authorized may be delivered, sent by facsimile, other electronic means or mailed to the parties hereto at the respective addresses (of facsimile numbers) set forth. For purposes of this Agreement, no notice, notification, document or communication shall be deemed to have been given to or received by Custodian unless it is actually received by one or more of the employees or officers of Custodian that are designated in writing by Custodian as being authorized to receive the instruction. Any document sent by facsimile to Custodian shall be deemed to be received only when received by Custodian at the facsimile number designated in writing within this Agreement, and which may be changed as business conditions warrant.

Dated this _____day of _____, 20___.

COMMUNITY BANK OF RAYMORE (DEPOSITORY BANK)

By: _____

Name: **BEVERLEY J. BREWINGTON**

Title: **SENIOR VICE PRESIDENT/CFO**

Facsimile: (**816**) **331-1848**

E-mail: **bbrewington@cbronline.net**

(PUBLIC ENTITY)

By: _____

Name: _____

Title: _____

Facsimile: (_____) _____

E-mail: _____

Raymond James & Associates, Inc. (CUSTODIAN)

By: _____

Name: _____

Title: _____

Facsimile: (_____) _____

E-mail: _____

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, MAY 20, 2024, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, AND HOLMAN. MEMBER PRESENT VIA VIDEO CONFERENCING: COUNCILMEMBER MILLS. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Highway 58 Maintenance and Development Discussion

Public Works Director Mike Krass and Assistant City Engineer Trent Salsbury discussed issues occurring with some neighborhood streets.

Mr. Krass discussed the positive and negative aspects of a median dividing Highway 58. Staff asked for and received direction to discuss the options with the City of Belton.

City Manager Jim Feuerborn and Mr. Krass discussed possible maintenance solutions for 58 Highway, which is at the end of its useful life. Discussions evolved around funding, maintenance schedule, and treatments to extend the pavement life.

Mr. Feuerborn announced the Governor's office has fully funded the I-49 and Highway 58 interchange project and provided an update on the possible flyover bridge at Lucy Webb Road and the widening of I-49.

B. Other

The work session of the Raymore City Council adjourned at 7:01 p.m.

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JUNE 3, 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. Settlement and Property Acquisition Overview

City Manager Jim Feuerborn provided an update on the final settlement agreement and land acquisition item with South KC Acquisitions and others. He stated the settlement is officially closed.

B. Mayor and Council Compensation

Mayor Turnbow stated that Section 3.3 of the Raymore City Charter states that "On at least an annual basis the compensation of Councilmembers shall be placed on an agenda and discussed by the Council at a work session." Council requested a study of comparable entities' compensation. Staff will compile the information and bring it back to a future work session.

C. Other

Assistant City Manager Ryan Murdock stated the Arts Commission's Welcome to Raymore mural being painted on Harmon Tire should be completed by Sunday.

The work session of the Raymore City Council adjourned at 7:14 p.m.