



## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, August 22, 2016

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
  - Robert Gabel, Sewer Charges
- 6. Staff Reports.**
  - A. Status of Capital Improvements (pg 9)
  - B. Public Works (pg 19)
  - C. Arts Commission (pg 23)
  - D. Monthly Grant Report (pg 25)
  - E. Monthly Financial Report (pg 27)
  - F. Monthly Investment Report (pg 33)

### **7. Committee Reports.**

### **8. Consent Agenda.**

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

- A. City Council Minutes, August 8, 2016 (pg 37)
- B. Council Chambers Video System Installation - Final Acceptance

Reference: - Resolution 16-38 (pg 51)

The Manager of Information Services has determined that the project has been satisfactorily completed in accordance with the project specifications.

## **9. Unfinished Business. Second Reading.**

### **A. Revocation of Occupational License – Ramm Transmission 202 Walnut**

Reference: - Agenda Item Information Sheet (pg 55)  
- Letter to Ramm Transmission (pg 57)  
- Notice of Revocation (pg 59)  
- City Code Sections 605.010 and 605.040 (pg 60)

The City of Raymore has been notified by the Missouri Department of Revenue that the Retail Sales Tax License of Ramm Transmission has been revoked for delinquent payment of its sales/use tax(es). Accordingly, the City Clerk has sent a letter providing official notice to the proprietors of Ramm Transmission that the establishment's occupational license has been suspended pending a public hearing on this date before the City Council. It is recommended that the Council conduct the public hearing regarding the suspension or revocation of the occupational license of Ramm Transmission and decide on the appropriate course of action. At the August 8, 2016 City Council meeting, Council continued action on the revocation of the business license to this meeting to provide the business owner additional time to obtain a No Tax Due letter from the Missouri Department of Revenue. As of the release of this Agenda, the business owner has not complied with requirements of City Code.

### **B. Declaring August 2, 2016 Election Results**

Reference: - Bill 3199 (pg 65)  
- Election Certification (official results) (pg 67)

Bill 3199 declares the results of the August 2, 2016 ballot issue concerning sales tax on purchases of out-of state vehicles. The majority of votes cast declined discontinuance of the ability of the city to collect sales tax on out of state vehicle purchases.

The ballot count included in Bill 3199, at time of this publication, is the unofficial result from the County Clerk until receipt of the official statement of certification. The official statement of certification will be available the night of the meeting.

● City Council, 08/08/16: Approved 8-0

C. Setting the 2016 Tax Levies

- Reference: - Agenda Item Information Sheet (pg 69)  
 - Bill 3200 (pg 71)  
 - State Auditor's Office Calculation Sheets (pg 73)

State law requires each political subdivision in the state, except counties, to fix their ad valorem property tax rates not later than September 1 for entry in the tax books. Should any political subdivision whose taxes are collected by the county collector of revenue fail to fix its ad valorem property tax rate by September 1, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year.

The staff memo explains how the proposed levies for the coming year were derived. The proposed 2016 levy, based upon the principle of revenue neutrality mandated by the Hancock Amendment, is \$1.3057 per \$100 of assessed valuation. This is based on final assessment information received from Cass County.

2015		2016
0.4638	General Fund Operating	0.4638
0.1249	Park Fund Operating	0.1249
0.7170	Debt Service Fund	0.7170
1.3057	Tax Levy	1.3057

● City Council, 08/08/16: Approved 8-0

D. Financial Disclosure Ordinance

- Reference: - Bill 3198 (pg 85)

Missouri law requires that political subdivisions with operating budgets over one million dollars adopt an Ordinance at an open meeting making public its method of disclosing potential conflicts of interest. The only officials that need to file a financial disclosure statement the following year are the chief purchasing officer, the chief administrative officer, and those employees and elected officials who have had a transaction of more than \$500 with the political subdivision.

● City Council, 08/08/16: Approved 8-0

## 10. New Business. First Reading.

### A. Permanent Closure and Removal of Access Drive - 1918 W. Foxwood Drive (public hearing)

Reference: - Agenda Item Information Sheet (pg 91)  
- Bill 3174 (pg 93)  
- Staff Report (pg 95)

Request filed by the Public Works Director to permanently close and remove the access drive from West Foxwood Drive (58 Highway) to property located at 1918 W. Foxwood Drive (formerly occupied by Ryan's Restaurant).

- Planning and Zoning Commission, 6/21/16: Approval 6-0
- City Council, 7/11/16: Remanded back to Planning and Zoning Commission
- Planning and Zoning Commission, 8/16/16: Approval 7-0

### B. Appointment of Charter Review Commission

Reference: - Resolution 16-40 (pg 111)  
- Resolution 16-27, adopted 5/23/16 (pg 113)

On May 23, 2016, the City Council adopted Resolution 16-27 establishing a procedure for appointing the Charter Review Commission. In August, the Council conducted a work session and decided upon the applicants it wished to appoint to the Commission. In accordance with Resolution 16-27, a Resolution formally appointing the applicants chosen by Council is now presented for approval.

### C. Award of Contract - Bulk Road Salt

Reference: - Agenda Item Information Sheet (pg 115)  
- Bill 3202 (pg 117)  
- Contract (pg 119)

The City issued a Request for Bid for bulk road salt. In its memo, staff reviews the results of the bidding and recommends award of contract to the lowest, best bidder, Independent Salt Company.

### D. Award of Contract - 58 Highway Overlay

Reference: - Agenda Item Information Sheet (pg 135)  
- Bill 3203 (pg 141)  
- Contract (pg 143)

In the attached memo staff summarizes the scope of work to be performed and the bid results and recommends award of the project to JM Fahey.

E. Budget Amendment - 58 Highway Overlay

Reference: - Agenda Item Information Sheet (pg187)  
- Bill 3204 (pg 189)

Staff is requesting Council to amend the FY 2016 Capital Budget for work associated with the 58 Highway Overlay Project.

F. Award of Contract - City Wide Median Beautification

Reference: - Agenda Item Information Sheet (pg 191)  
- Bill 3201 (pg 204)  
- Contract (pg 206)

This project will involve modifications of the landscaping in medians throughout the City. the work will include removal and replacement of the existing plantings and the installation of water quality treatment measures such as permeable pavers at some locations.

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

**12. Mayor/Council Communication.**

**13. Adjournment.**

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Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session Notes, 08/01/2016 (pg 239)
- City Council Work Session Notes, 08/15/2016 (pg 241)
- Park Board Minutes, 06/28/2016 (pg 243)
- Arts Commission Minutes, 06/14/2016 (pg 249)

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**EXECUTIVE SESSION (CLOSED MEETING)**

The Raymore City Council may enter an executive session before or during this meeting, if such action is approved by a majority of Council present, with a quorum, to discuss:

- Litigation matters as authorized by § 610.021 (1),
- Real Estate acquisition matters as authorized by § 610.021 (2),

- Personnel matters as authorized by § 610.021 (3),
- Other matters as authorized by § 610.021 (4-21) as may be applicable.

*Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816) 331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.*

*Hearing aids are available for this meeting for the hearing impaired. Inquire with the City Clerk, who sits immediately left of the podium as one faces the dais.*

# Staff Reports





## **Status of Capital Improvements - August 22nd, 2016**

### **Buildings & Grounds**

#### **2016 Projects**

- **City Council Chambers Meeting Video Quality**: This project involves upgrading the current camera and video production system to reflect current technology in the Council Chambers as well as working with cable providers for enhancement of the video output for distribution to viewers. The current system is approximately 10 years old. The system has reached the point of needing constant repairs. New equipment has been installed and we are currently finalizing camera configurations and media procedures. *.Building/Equipment Repair and Replacement Fund, \$65,000 (JM) 08/08/2016*
- **Public Works Facility Roof Repair**: This project involves repairing the existing public works facility roof. This building experiences constant water leaks. A bid opening has been scheduled for August 10, 2016 Staff is working with the apparent low bidder to finalize a scope of work for the project. *Building/Equipment Repair and Replacement Fund, \$35,500 (MEK)*
- **City Hall Lower Level Fire Suppression Modification**: This project involves changing the current sprinkler system from a wet suppression system to a dry suppression system. The current system is not optimal for the type of records storage for which the space is used. *Building/Equipment Repair and Replacement Fund, \$45,000 (MEK)*
- **Phone System at Public Works Facility**: This project involves replacement of the Public Works Inter-tel telephone system with upgraded Mitel equipment or IP telephones. The current Inter-tel system has reached the end of its useful life and the ability to provide support. Mitel will not offer any upgrades to equipment or software. Installation date is on hold as we are waiting for our current phone service provider to port numbers over to the new system. *. Building/Equipment Repair and Replacement Fund, \$15,000 (JM) 08/22/2016*
- **Sound System Upgrade in Council Chambers**: This project involves replacement of the current Council Chamber sound system, installation of additional speakers, and installation of a wired microphone system to serve

meetings that are held in Council Chambers not at the dais. This project is complete. *Building/Equipment Replacement Fund, \$40,000 (JM) 03/14/2016*

## 2013 Projects

- Police Firing Range: This project involves development of a firing range for the police department. The department currently uses the City of Harrisonville's range, a situation which is acceptable but not optimal. This would allow for sworn personnel to use a range if and when needed, with much greater flexibility and with a savings in time by not having to travel out of town. The City Council will be determining a lease agreement with a local land owner at the June regular meetings. *Capital Improvement Fund, \$100,000. (JZ) 6/13/16*

## **Community Development**

### 2016 Projects

- Decorative Light Installation - Elm St.: This project involves the installation of two decorative lights along the sidewalk within the Elm Street right of way between Monroe and Franklin. The sidewalk was installed along this right of way several years ago to create a small gathering space on the southern boundary of the Original Town area. The Original Town plan calls for decorative lighting to define the boundary. This project will complete the light installation. A notice to proceed has been issued to the contractor and they are in the process of ordering materials. *Capital Improvement Sales Tax Fund, \$12,000 (MEK)*

## **Parks and Recreation**

### 2016 Projects

- Hawk Ridge Park Phase (I-b) ADA Dock: This phase 1 project will start adding amenities to the Hawk Ridge Park. This particular project involves the purchase and installation of an ADA dock in Johnston Lake at the park. During discussions about the master plan for Hawk Ridge Park, having a dock to fish from was mentioned several times. Having this dock be ADA accessible will allow for patrons with disabilities to utilize it also. Under the current CAPS (Community Assistance Program) with the Missouri Department of Conservation, opportunities for grants and partnerships are available, staff presented these options to the Park Board in January and will revisit in February for further discussion. Staff met with MDC representatives on March 2nd to discuss the Grant process. The dock project was discussed and MDC is starting the process with their Grant Committee. Staff received a draft of the grant proposal and is working with MDC staff to finalize the

agreement to move forward to Park Board and Council. A draft of the new CAPS agreement and proposed projects is currently being reviewed at the state headquarters in Jefferson City. *Parks Sales Tax Fund, \$45,000 (NM) 8/22/16*

- Hawk Ridge Park Phase (I-c) Restroom: This phase 1 project will start adding amenities to the Hawk Ridge Park. This project would involve the installation of a restroom facility at the park. There is currently no water or electricity in the Park. With a trail and a fishing dock being added to Hawk Ridge Park in 2016, there will be increased use and the need for these facilities. Under the current CAPS (Community Assistance Program) with the Missouri Department of Conservation, opportunities for grants and partnerships are available, staff presented these options to the Park Board in January and will revisit in February for further discussion. Staff met with MDC representatives on March 2nd to discuss the Grant process. The restroom project was discussed and the MDC is starting the process with their Grant Committee. Staff received a draft of the grant proposal and is working with MDC staff to finalize the agreement to move forward to Park Board and Council. A draft of the new CAPS agreement and proposed projects is currently being reviewed at the state headquarters in Jefferson City. *Park Sales Tax Fund, \$90,000 (NM) 8/22/16*
- Recreation Park Baseball Fields Shade Structure Project: This project involves the installation of spectator shade structures at the Recreation Park ballfields. These structures will provide shade and foul ball protection for park patrons. Pre-bid meetings were held May 31 and June 1. The Bid opening was Tuesday, June 8. The Park Board reviewed bid results during work session on June 14 and officially recommended a contract award for Council approval on June 28. A recommendation and budget amendment is before the Council for consideration. First and second reading of the bill(s) passed through the Council in July. The Park Board met with the contractor in August and discussed the project timeline and selected yellow and dark green as the colors for the fabric. The poles will be black to match the new ballfield fences. *Park Sales Tax Fund, \$194,000 (NM) 8/22/16*

## 2015 Projects

- Hawk Ridge Park Walking Trail - Lake Loop  
In 2015 the Park Board approved staff to prepare an RFP for the construction of a trail around Johnston Lake in Hawk Ridge Park. This trail will be a concrete path that is 4" in depth and 10' in width that loops around the perimeter of Johnston Lake. This project has been postponed until after the April GO Bond election. The project will be bid again based on the results of the April election in conjunction with other enhancement projects at Hawk Ridge Park. Staff met with the MDC on March 2nd to discuss 2 different projects. In this meeting, the MDC said changes have been made to their CAPS Program and Grants for trails around the lake can be applied for. Staff asked MDC to see if the Hawk Ridge Trail Project would qualify for this type

of Grant. Staff received a draft of the grant proposal and is working with MDC staff to finalize the agreement to move forward to Park Board and Council. A draft of the new CAPS agreement and proposed projects is currently being reviewed at the state headquarters in Jefferson City. *Park Sales Tax Fund, \$160,000; (NM) 8/22/16*

## 2014 Projects

- Disc Golf Course: This project involves the creation of a disc golf course in an Recreation Park . The Park Board in its February, 2014 meeting directed that the Disc Golf Course be designed in house. Park Board Member Eric Eastwood volunteered to complete the course design and present it to the Park Board for its review. The Park Board reviewed the Disc Golf Project during its November 2015 and January 2016 Work Sessions. Staff will complete the remaining items on the project list throughout the spring. Park Staff installed a french drainage system on the southeast corner of the Recreation Park Trail near Hole #10 and the kiosk has been installed for the back 9 holes. Course signage and current Hole re-location will be designed to accommodate changes in the course with the addition of the new Activity Center. Additional supplies was ordered to complete the course installation. Staff is preparing sign design and will be requesting quotes for a fall installation. One hole within the course will be relocated to accommodate construction of the Activity Center at Recreation Park. Additional sleeves for alternate holes have arrived and hole relocation has been discussed to accommodate the new Activity Center location. *Park Sales Tax Fund, \$25,000 (NM) 8/22/16*

## 2013 Projects

- Landscaping in Recreation, Ward, Hawk Ridge and Memorial Parks – This project involves replacing or installing trees, shrubs and flowers in four City parks. Project was bid in September, 2013, but all bids received were either unresponsive or high. A new Request for Bid (RFB) has been issued. The bid opening is scheduled for Thursday, April 10<sup>th</sup>. Two bids were received for this project. Neither bid complied with specifications of the RFP. The bids were rejected and staff will do the work in house buying the plants as needed. A special fund has been established to accurately track all expenditures related to this project. Park Staff has planted trees along the trail at Moon Valley Park and installed a Butterfly Garden at Eagle Glen Natural Area. Additional plantings have been completed that include annuals for beautification in flower beds, park trees and general landscaping. Staff will be utilizing these funds for additional plantings in the proposed Memorial Park Arboretum area and for park entrance beautification. *Park Sales Tax Fund, \$28,700. (SR) 2/8/16*

## Sanitary Sewer

## 2016 Projects

- Sanitary Sewer Inflow & Infiltration Reduction: This project involves relining of sewer mains, sealing of manholes and other actions to eliminate the infiltration of clean water entering the sanitary sewer system. In FY 2016, efforts will be focused in subdivisions south of Lucy Webb Road and west of Madison Street. Clean water entering the sanitary sewer system results in increased costs due to the need to have larger pump stations and having pumps run more often than necessary, thereby increasing utility costs. In addition, the increased inflow/infiltration increases treatment costs for treatment by the Little Blue Valley Sewer District (LBVSD). The City has committed to LBVSD to make substantial efforts to reduce inflow and infiltration. The 2004 Sanitary Sewer Master Plan identified areas of significant inflow and infiltration throughout the city. This project will continue the City's longstanding annual program to alleviate inflow and infiltration in identified areas. Staff anticipates advertising this project for bid in July. *Enterprise Capital Maintenance Fund, \$127,566 (MEK)*
- Owen Good Service Pump Impeller Replacement: The project calls for the replacement of the impellers for the existing sanitary sewer pump, that have reached the end of their useful life. The equipment has surpassed the end of its useful service life. Over the past three years maintenance and repair costs have averaged \$15,000 per year. Installation is anticipated to occur in March. This project is complete. *Enterprise Capital Maintenance Fund, \$22,000 (MEK)*

## **Storm Water**

### 2016 Projects

- Annual Curb Replacement: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2016 and future funding from both the Transportation and Storm Water Funds will provide for removal and replacement of approximately 20,000 feet of curb and gutter at various locations each year. The concrete curb and gutter has deteriorated in many areas throughout the City. In 2012, Engineering staff completed a condition survey of curb and gutter throughout the city and that survey is being updated during the summer and fall of 2015. The cost of the replacement program is being borne by both the Storm Water and Transportation Funds in recognition of the fact that curbs serve both as a road support device and as a storm water conveyance measure. Staff anticipates advertising this project for bid in April. A bid opening is scheduled for May 4th. A contract award for this project is being presented to Council for consideration at the May 23rd meeting. Construction has started. *Storm Water Fund, \$100,000 (MEK)*

- City-Wide Median Beautification: This project involves modification to existing decorative islands throughout the City to provide water quality improvements. There are a number of medians and islands throughout the City with no known party responsible for the maintenance. The purpose of this project is for the City to take over maintenance of these areas. A Bid Opening has been scheduled for August 3rd, 2016. Staff will be presenting this contract to the City Council for award on August 22nd. *Storm Water Fund, \$92,000 (MEK)*;

## Transportation

### 2016 Projects

- Annual Curb Replacement Program: Annual Curb Replacement: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2016 and future funding from both the Transportation and Storm Water Funds will provide for removal and replacement of approximately 20,000 feet of curb and gutter at various locations each year. The concrete curb and gutter has deteriorated in many areas throughout the City. In 2012, Engineering staff completed a condition survey of curb and gutter throughout the city and that survey is being updated during the summer and fall of 2015. The cost of the replacement program is being borne by both the Storm Water and Transportation Funds in recognition of the fact that curbs serve both as a road support device and as a storm water conveyance measure. Staff anticipates advertising this project for bid in April Based on input received at the March 7th Worksession staff has started preparing bidding documents. A bid opening is scheduled for May 4th. A contract award for this project is being presented to Council for consideration at the May 23rd meeting. *Transportation Fund, \$400,000 (MEK)*
- Annual Street Preservation Program: Street Preservation involves taking actions to preserve the local street network, which may include milling of streets and overlaying it with several inches of pavement, micropaving, chip/sealing, and crack sealing. This occurs in various locations around the City, approved by the City Council on an annual basis. The City's Comprehensive Pavement Management program outlines a regular maintenance schedule for the street network in order to maintain the network in "good" condition or better. In June of 2014, staff outlined a plan to address streets in the city that were beginning to fall into the "poor" category according to the Pavement Management Program and received Council approval to include the plan in the 2015 capital budget and suspend the normal street preservation program for one year. Since that time and with the removal of the project "Maintenance of Thoroughfare Routes" from the Transportation Fund into the Excise Tax Fund, additional funding can be utilized to address the normal street preservation program up to an amount of \$150,000. Staff will be presenting the overlay portion of the project for contract award at the March 28th City Council Meeting. Mill and Overlay

work on Foxridge Drive, 195th Street and Kentucky Road are scheduled to start this week. A bid opening for the micro-surface and fog seal portion of this project is scheduled for May 4th. A contract for the micro-surface and fog seal portion of this work is being presented to Council at the May 23rd meeting. *Transportation Fund, \$800,000 (MEK)*

- Annual Sidewalk Program: This project involves installation of sidewalk on streets that do not currently have sidewalks on either side of the street. Exact locations for installation are approved each year as part of a long-term program. Many of the older neighborhoods in Raymore lack a sidewalk or pedestrian path. Staff has finalized locations of the sidewalk and will be mailing notices for a Public Hearing at the April 25th Council Meeting. A Contract for this project will be presented to Council for consideration at the July, 11th City Council meeting. . *Transportation Fund, \$117,000 (MEK)*
- Maintenance of Thoroughfare Routes: This project involves micro-surfacing collector and arterial roads on a regular six-year cycle. In FY 2016 this will entail 58 Highway Dean Ave to J Highway. The City's Comprehensive Pavement Management Program recommends that collector and arterial streets receive surface treatments on a regular basis to preserve the integrity of the pavement and increase service life. *Excise Tax Fund, \$224,000 (MEK)*
- Construction of Sunset Lane Gap: This project involves the construction of Sunset Lane to urban standards through the southern unplatted area of the Evan-Brook Development. An RFQ for Design Services is due March 17th. *Transportation Fund, \$350,000 (MEK)*
- Installation of Sidewalk - Johnston Drive and Foxridge Drive: This project involves the construction of sidewalk in existing gaps along Johnston Drive and Foxridge Drive on the west side of the roads. This project will provide connectivity to retail areas adjacent to Creekmoor and Remington neighborhoods. This project will be combined with the annual sidewalk project. *Transportation Fund, \$43,000 (MEK)*
- Installation of Sidewalk - Stonegate Elementary: This project involves the construction of sidewalk in the existing gap along the east side of Haystack Road adjacent to Stonegate Elementary activity field. This project will be combined with the annual sidewalk project. Bid opening June 2016 The contractor has completed the sidewalk along Stonegate Elementary *Transportation Fund, \$25,000 (MEK)*

## 2013 Projects

- Maintenance Facility Driveway and Parking Area - This project involves paving the park house entry drive from where its pavement now ends east to the maintenance facility. This area is being increasingly used by the public for recreation. Staff has determined that this amount of funding is not sufficient to accomplish the project. Funding is being carried over to combine with

## **Water Supply**

### 2015 Projects

- Foxwood Water Tower Painting and Repair: This project involves rehabilitation of the existing Foxwood Water Tower. The work will include complete removal of the existing coating, minor structural repairs, modifications to comply with current codes, and repainting of the interior and exterior of the tower. An inspection and analysis of the water tower was performed in 2009. It determined that the existing coating would need replacement in 2015. Minor structural defects needing repair were also identified. Staff has issued an RFQ for Consulting Services. Responses are due April 14th. Staff will be recommending a contract award for design and inspection services at the May 11, 2015 City Council Meeting. A design kick-off meeting has been scheduled for July 28th. The painting of the water tower will be completed in the Spring of 2016. Staff has received draft plans and specifications for review Council will be considering award of this contact at the July 25th meeting. *Enterprise Capital Maintenance Fund, \$400,000 (MEK);*

### 2014 Projects

- Gore Road Water Main and Meter Station: This project will replace an eight-inch water main along Gore Road that extends from Washington Street to just short of Kurzweil Road with a 16-inch main to Kurzweil Road, where it would connect to the Cass County Transmission Main. The project includes construction of a meter station, as required by the City's agreement with Kansas City Water Services. The project will provide increased supply and fire protection to the area of the City north of 58 Highway between Kurzweil Road and Kentucky Road. The 2004 Water System Master Plan identified the need for additional connection points to the Kansas City transmission main in order to meet demand for water caused by growth in the area.

It was anticipated that a portion of design of this project would be outsourced. Upon further review and a meeting with Kansas City Water Services, staff has determined we are capable of designing this project in-house. This will delay construction bidding until mid-summer. Staff has delayed design of this project until fall due to the need to accelerate the design of the Phase I improvements for the Farmers Market in order to assure the improvements are completed prior to the spring 2015 season. Staff has finalized plans and has submitted them to Kansas City Water Services for final review comments. We anticipate bidding this project in April 2016. *Water Connection Fee Fund, \$514,600. (MEK) (12/28/15); Bid opening 2-18-2016*

## **Bond Projects**

### Raymore Parks

- Municipal Center: This Project includes the design and construction of a facility located on Municipal Circle that will include: Parks and Recreation Department offices, meeting room, event space, and outdoor gathering space. The building would provide the much need community room space that was eliminated in 2011 with the facility remodeling of the Police Department. This would also create a relief at City Hall for the numerous meetings for Council Chambers that overlap and have to be rescheduled. The architect is currently working on completing final plans for the building and site. Staff is currently reviewing 50% plans and specifications. *Capital Improvement Sales Tax Fund, \$1,541,250; 2016 General Obligation Bond, \$1,774,000 (MH) 7/5/2016*
- Activity Center at Recreation Park: This project will replace the current Park House Rental / Camp Facility at Recreation Park. The Activity Center will include staff support space, a basketball gym, walking track, volleyball courts and recreation equipment storage space. The Park Board and City Council reviewed preliminary designs by SFS Architecture on June 20. 2016SFS has completed a concept floor plan and is currently working on exterior features *General Obligation Bond, \$2,843.000 (MH) 7/5/2016*
- Hawk Ridge Park - Additional Signage: The final phase of the Hawk Ridge Park Master Plan calls for park signage that includes monument entrance signs, facility signs, trail and wayfinding signage, furnishings and other features that will enhance the park experience. *2016 General Obligation Bond, \$85,000 (NM) 6/27/2016*
- Hawk Ridge Park - Amphitheater: Located on the east side of Johnston Lake in Hawk Ridge Park, the amphitheater is the focal point of the HRP Master Plan and would be the facility for theater, musical performances and other community arts programming. This project involves other amenities that include additional parking, restrooms, trail enhancements, infrastructure and grading work. *2016 General Obligation Bond, \$675,100 (NM) 6/27/2016*
- Hawk Ridge Park - Parking lot expansion & ADA Playground: This phase of the Hawk Ridge Park improvements include an all-inclusive playground, parking and infrastructure expansion on the north-west side of Johnston Lake. These enhancements will connect to the trail, restrooms and fishing dock. *2016 General Obligation Bond, \$700,000 (NM) 6/27/2016*
- Recreation Park Parking Lot: This project will rejuvenate the parking lots and the patron areas around the concession stands in Recreation Park. Work is

scheduled to begin in mid-August. This project was bid in conjunction with other similar projects previously bid through the Engineering department. Crack sealing has begun in the parking lot area in preparation for the microsurfacing. *2016 General Obligation Bond, \$54,000 (NM) 8/22/2016*

- Recreation Park Trail Rehabilitation: This project will replace broken down portions of the Recreation Park walking trail, crack seal and refurbish the entire loop trail. Work is scheduled to begin in mid-August. This project was bid in conjunction with other similar projects previously bid through the Engineering department. Work is scheduled to begin in late-August. *2016 General Obligation Bond, \$55,000 (NM) 8/22/16*
- T.B Hanna Station Park - Splash Park/Skate Rink: T.B. Hanna Station will gain a number of new amenities that would join the newly opened Depot shelter. Included in this project would be a spray water park, community ice rink and playground. *2016 General Obligation Bond, \$600,000 (NM) 6/27/2016*

### Raymore Streets

- 58 Highway: This project involves removal of the asphalt surface, curb and sidewalk repairs and placing a new asphalt surface and striping on 58 Highway from Dean Ave. to J-Highway. Staff anticipates advertising this project for bid in July. A bid opening has been scheduled for August 10th, 2016. *2016 General Obligation Bond, \$1,400,000 (MEK) 6/27/2016*
- Foxridge Drive: This project involves the extension of Foxridge Drive from Old Paint Road to Dean Avenue. Staff anticipates construction starting in late fall 2016 or spring 2017. *2016 General Obligation Bond \$700,000 (MEK) 06/27/2016*
- Johnston Drive: This project involves the extension of Johnston Drive from S. Darrowby Drive to Dean Avenue. Staff anticipates construction starting in late fall 2016 or spring 2017. *2016 General Obligation Bond \$350,000 (MEK) 06/27/2016*
- Kentucky Construction: This project involves constructing a new segment of road which will re-align Kentucky Road from approximately Harold Drive to the Raymore Galleria signalized intersection. The anticipated start date for this project is spring 2017. *2016 General Obligation Bond \$700,000 (MEK) 06/27/2016*

# Public Works Monthly Report

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City Council Meeting  
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**August 1, 2016 through August 20, 2016**

## **ENGINEERING DIVISION**

### **Projects Under Construction**

- 2016 Microsurface- construction to start August 30
- 2016 Curb Replacement- construction is 15% complete
- 2016 Mill and Overlay- construction is 99% complete
- 2016 Sidewalk- construction is 10% complete
- 2016 Decorative Lights-construction start around September 15

## **OPERATIONS & MAINTENANCE DIVISION**

August 1, 2016

- Completed various service requests
- Reread water meters
- Repaired water meters
- Serviced the mowers
- Made various signs
- Replaced sign pole and existing signs at Westglen & Belinder
- Drilled holes for mudjacking sidewalks in Foxhaven
- Sewer jetted city wide

August 2, 2016

- Completed various service requests
- Reread water meters
- Replaced signs in S Madison Round-a-bout
- Drilled holes for mudjacking sidewalks in Foxhaven
- Mowed 58 Hwy and Stations
- Sewer jetted city wide

August 3, 2016

- Completed various service requests
- Shut off water services for non-payment

- Repaired water meters
- Mowed the stations
- Mudjacked sidewalks on N Huntsman
- Pothole patched on Peace Dr
- Painted school zone crosswalks and stop bars
- Sewer jetted city wide

August 4, 2016

- Completed various service requests
- Reread water meters
- Mudjacked sidewalks in Foxhaven
- Painted school zone crosswalks and stop bars
- Mowed stations
- Trimmed trees
- Sewer jetted city wide
- Ran the sewer camera

August 5, 2016

- Completed various service requests
- Reread water meters
- Mudjacked sidewalks in Foxhaven
- Painted school zone crosswalks and stop bars
- Mowed stations
- Sewer jetted city wide
- Pothole patched

August 6, 2016

- Household Hazardous Waste Event

August 8, 2016

- Completed various service requests
- Reread water meters
- Marked locates for Google Fiber on N Foxridge
- Mudjacked sidewalks on Tweed, Cinnabar, and Quail
- Prepped the paint striper
- Pulled bi-monthly water samples
- Performed pump maintenance at Owen Good Lift Station
- Mowed at Public Works

August 9, 2016

- Completed various service requests
- Reread water meters
- Marked locates for Google Fiber on N Foxridge and N Madison

- Prepped Kentucky Rd for paint striping
- Trimmed trees on Aspen
- Mowed S Madison
- Drilled holes for mudjacking sidewalks on S Huntsman
- Sewer jetted city wide

August 10, 2016

- Completed various service requests
- Shut off water services for non-payment
- Marked locates for Google Fiber on N Madison and Foxwood
- Mudjacked sidewalks on Huntsman, Quail, Stasi, and Christ
- Prepped Kentucky Rd for paint striping
- Sewer jetted city wide
- Performed pump maintenance at Owen Good Lift Station

August 11, 2016

- Completed various service requests
- Turned water services back on
- Mudjacked sidewalks in Foxhaven
- Prepped Kentucky Rd for paint striping
- Mowed stations
- Trimmed trees
- Sewer jetted city wide

August 12, 2016

- Completed various service requests
- Reread water meters
- Mudjacked sidewalks in Foxhaven
- Mowed city wide
- Cleaned storm drains
- Sewer jetted city wide
- Performed facility maintenance
- Repaired water break on Preakness

August 15, 2016

- Completed various service requests
- Sewer jetted city wide
- Read water meters
- Repaired water meters
- Did dirt work from water break on Preakness
- Drilled holes for mudjacking sidewalks on Huntsman
- Made various signs





## **AUGUST 2016 ARTS COMMISSION REPORT**

- **Commission Leadership:** The Arts Commission elected Sharon Parys as Chair and Harriet Lawrence as Vice-Chair for the upcoming year. This is the second term for each in this role. According to the Arts Commission bylaws, officers will be elected at the August meeting for a term of September 1 through August 31. A person may not serve as an officer for more than three consecutive one year terms.
- **Arts Programming:** The Arts Commission will begin offering arts education programs this fall. Registration is available through Parks and Recreation.
  - **September Family Art Day: Exploring Water Colors**  
September 17 from 9:30 to 11:30 a.m. at the Park House  
\$5 per person, all ages welcome
  - **Painting with Three Colors Watercolor Class** (co-sponsored by TCAL)  
September 22 from 10 a.m. to 2:30 p.m. at Community Bank of Raymore  
\$30 per person
  - **October Family Art Day: Recycled Art**  
October 8 from 9:30 to 11:30 a.m. at the Park House  
\$5 per person, all ages welcome
  - **November Family Art Day: Color and Pattern**  
November 5 from 9:30 to 11:30 a.m. at the Park House  
\$5 per person, all ages welcome
  - **Printing By Hand Class - Four Week Series**  
Tuesdays in October (October 4-25) from 6:30 to 8:30 p.m. at the Park House  
\$45 per person for all four classes, ages 13+
  - **Holiday Self Portrait Class**  
December 3 from 9:30 to 11:30 a.m. at the Park House  
\$20 per person, ages 9-15
- **Farmers Market Sponsorship:** The Arts Commission approved a \$1,000 sponsorship to the Parks and Recreation Department to provide live entertainment during the Farmers Market.



- **Festival in the Park:** The Arts Commission plans to create a float and participate in the Festival in the Park parade on September 24.
- **2016-2017 Meeting Dates:** The Arts Commission adopted its meeting schedule for the upcoming year. The Commission will continue to meet on the 2nd Tuesday of the month at 7 p.m.
- **Public Art Committee:** The Public Art Committee continues work on its comprehensive Public Art Plan, and will discuss next steps at its September Committee meeting. The group is also working on finalizing the designs for two additional sets of streetlights banners to be displayed around Municipal Circle, and is working on revising the Council Chambers Art Exhibit program to allow more artists to participate in 2017.
- **Upcoming Meetings:**
  - September 6 - Public Art Committee Meeting, 7 p.m.
  - September 13 - Arts Commission Meeting, 7 p.m.



# GRANT REPORT - AUGUST 2016

New Grant Applications	Grantor	Award Amt. Requested / Match Req'd.	Project / Item	Notification Timeline	Awarded / Denied
Bulletproof Vest Partnership Program - 2016	U.S. Dept. of Justice	\$5,005.00 (50% match)	Bulletproof vests	Summer 2016	Pending

Current Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
<b>Police:</b>					
State & Community Hwy. Safety Grant - DWI (Oct. 2015 - Sept. 2016)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$2,052.06	\$ 1,591.50	9/30/16
State & Community Hwy. Safety Grant - HMV (Oct. 2015 - Sept. 2016)	MoDOT (Traffic & Hwy. Safety Division)	\$5,000.00 (no match)	\$3,420.66	\$2,398.88	9/30/16
Bulletproof Vest Partnership program (2014) <sup>1</sup>	U.S. Dept. of Justice	\$5,100.73 (50% match)	\$4,506.25	\$ 2,377.75	8/31/16
<b>Emergency Mgmt:</b>					
Emergency Mgmt. Performance Grant - 2016	FEMA	\$51,123.96 (50% match)	\$24,958.61	\$0	12/31/2016

<sup>1</sup> Bulletproof Vest reimbursements have a 2-yr drawdown period



# GRANT REPORT - AUGUST 2016

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
<b>Police:</b>					
Bulletproof Vest Partnership Program - 2013	U.S. Dept. of Justice	\$1,016.65 (50% match)	\$ 1,016.65	\$ 1,016.65	<b>8/31/15</b>
State & Community Hwy. Safety Grant - <u>DWI</u> (Oct. 2014 - Sept. 2015)	MO DOT (Traffic & Hwy. Safety Division)	\$7,000.00 (no match)	\$ 6,968.38	\$ 6,968.38	<b>9/30/15</b>
State & Community Hwy. Safety Grant - <u>HMV</u> (Oct. 2014 - Sept. 2015)	MO DOT (Traffic & Hwy. Safety Division)	\$4,000.00 (no match)	\$ 3,978.37	\$ 3,978.37	<b>9/30/15</b>
<b>Emergency Mgmt:</b>					
Emergency Mgmt. Performance Grant - 2015 (Jan. - Dec. 2015)	FEMA	\$48,306.97 (50% match)	\$47,895.11	\$47,895.11	<b>12/31/15</b>
<b>Past Partnership Grant Awards:</b>	<b>Grantor</b>	<b>Partners</b>	<b>City of Raymore "In Kind" cont.</b>	<b>Award Received</b>	<b>Grant Deadline</b>
<b>Parks &amp; Rec:</b>					
Water Quality Education Grant- (4-acres of prairie meadow & riparian plantings in Linear Park)	MARC	South Grand Watershed <sup>2</sup> Mo. Dept. of Conservation Raymore Parks & Rec	\$ 5,690.00	\$ 2,475.00	<b>12/01/15</b>

<sup>2</sup> Grant administrator



**TO: Mayor and Members of the City Council**  
**VIA: Mr. Jim Feuerborn, City Manager**  
**From: Ms. Cynthia Watson, Finance Director**  
**DATE: 08/22/2016**  
**Re: Monthly Financial Report**

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Mayor and Council:

Attached is the monthly departmental financial summary report for your review. This report has been prepared for the fiscal period July 1, 2016 to July 31, 2016.

Some notes regarding this month's summary operating report:

*General Fund Revenue:*

Overall, at 75.0% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 79.70% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking at 98.92%, in line with expectations. Staff anticipates this revenue source at year end to come in at or ahead of budget.
- Franchise Tax revenues as a whole are tracking slightly below straight line budget and down from prior year. Staff will continue to monitor this carefully but does expect this revenue source to come in below budget.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 75.02%.
- Fees and Permit revenues collected exceeded budget. This is primarily due to 157 residential building permits having been issued out of the 95 budgeted starts. Staff anticipates additional collections throughout the remainder of the fiscal year resulting in this revenue source coming in approximately 35% above budget at fiscal year-end.

- License revenues collected exceeded budget. Staff anticipates small monthly collections throughout the remainder of the fiscal year resulting in this revenue source coming in 5-6% above budget at fiscal year-end.
- Municipal Court revenues collected are below straight line budget at 72.13%. Staff will continue to monitor this revenue source closely throughout the year.

#### General Fund Expenses:

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly higher due to the three pay-periods occurring this year in December and June.

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 90% of the annual software maintenance agreements, putting it above straight line budget.

#### Parks Fund Revenue:

Revenues are at 89.65% of budget 75.0% of the way through the year, normal for this time of the year. Park revenues associated with property taxes, miscellaneous and rentals are at 89.33% of straight line budget and will continue to increase in the next couple of months with increased usage of soccer fields, park house and shelters that will continue through late fall. Recreation revenues are tracking at 68.91% of straight-line budget primarily due increased participation in the basketball, soccer, baseball, softball and tiny sports programs this fiscal year. Recreation revenues are expected to increase over the summer associated with soccer, adult softball and summer youth camp fees. Those revenues will be followed by flag football and volleyball in the fall.

#### Parks Fund Expenses

Both the Parks and Recreation departments are showing the same operational expenditure pattern as in years past, and are tracking normally. Expenditures are expected to increase as the number of programs offered goes up.

#### Enterprise Fund Revenue

Utility revenues as a whole are tracking at 73.86% of straight line budget. All utility revenue is tracking at or slightly above straight line budget. The water meter supply fee is currently at 165.42% of straight line budget. Staff will be bringing a budget item forward to increase the revenue source as well as the expenditure line items

for additional tap materials. Staff will continue to monitor all utility revenue closely throughout the year.

*Enterprise Fund Expense*

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

01 -GENERAL FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
PROPERTY TAXES	0.00	0.00	0.00	1,306,209.00	3,732.86	1,292,095.78	0.00	14,113.22	98.92
FRANCHISE TAXES	0.00	0.00	0.00	2,345,761.00	199,255.73	1,588,107.12	0.00	757,653.88	67.70
SALES TAXES	0.00	0.00	0.00	3,269,336.00	286,924.59	2,452,636.28	0.00	816,699.72	75.02
FEES AND PERMITS	0.00	0.00	0.00	164,627.00	46,052.84	304,961.96	0.00	( 140,334.96)	185.24
LICENSES	0.00	0.00	0.00	123,350.00	4,600.00	124,864.00	0.00	( 1,514.00)	101.23
MUNICIPAL COURT	0.00	0.00	0.00	440,900.00	34,128.50	318,042.33	0.00	122,857.67	72.13
MISCELLANEOUS	0.00	0.00	0.00	309,474.00	12,079.72	339,405.20	0.00	( 29,931.20)	109.67
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,351,579.00	111,214.92	1,000,934.28	0.00	350,644.72	74.06
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,311,236.00	697,989.16	7,421,046.95	0.00	1,890,189.05	79.70
TOTAL REVENUES	0.00	0.00	0.00	9,311,236.00	697,989.16	7,421,046.95	0.00	1,890,189.05	79.70
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL									
ADMINISTRATION	0.00	0.00	0.00	1,158,140.75	86,896.22	875,848.73	20,121.21	262,170.81	77.36
INFORMATION TECHNOLOGY	22,655.50	16,312.00	6,343.50	453,022.00	25,767.97	350,697.57	( 7,115.09)	109,439.52	75.84
ECONOMIC DEVELOPMENT	4,174.30	4,174.30	0.00	168,419.71	12,128.75	124,551.87	( 3,866.96)	47,734.80	71.66
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	571,752.75	41,027.50	405,937.12	1,854.01	163,961.62	71.32
ENGINEERING	0.00	0.00	0.00	389,182.75	54,974.63	291,372.53	1,965.60	95,844.62	75.37
STREETS	0.00	0.00	0.00	1,216,858.25	46,335.64	727,040.35	17,326.80	472,491.10	61.17
BUILDING & GROUNDS	392.00	392.00	0.00	308,410.00	23,811.60	197,969.28	3,083.59	107,357.13	65.19
STORMWATER	0.00	0.00	0.00	282,293.25	( 4,791.16)	189,313.15	425.68	92,554.42	67.21
COURT	0.00	0.00	0.00	167,075.50	13,103.45	124,786.42	0.00	42,289.08	74.69
FINANCE	0.00	0.00	0.00	568,599.00	45,466.03	429,888.82	7,529.37	131,180.81	76.93
POLICE	2,708.00	2,708.00	0.00	3,770,192.00	276,973.48	2,578,789.43	15,098.37	1,176,304.20	68.80
EMERGENCY MANAGEMENT	0.00	0.00	0.00	126,099.00	7,682.35	88,662.47	384.02	37,052.51	70.62
TOTAL EXPENDITURES	29,929.80	23,586.30	6,343.50	10,550,796.96	743,605.79	7,412,921.71	56,806.60	3,081,068.65	70.80
REVENUES OVER/(UNDER) EXPENDITURES	( 29,929.80)	23,586.30	( 6,343.50)	( 1,239,560.96)	( 45,616.63)	8,125.24	( 56,806.60)	( 1,190,879.60)	3.93

25 -PARK FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
MISCELLANEOUS	0.00	0.00	0.00	0.00	( 27.11)	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	( 27.11)	0.00	0.00	0.00	0.00
PARKS DEPARTMENT									
PROPERTY TAXES	0.00	0.00	0.00	351,956.00	1,003.62	347,815.67	0.00	4,140.33	98.82
MISCELLANEOUS	0.00	0.00	0.00	3,041.00	250.24	11,725.33	0.00	( 8,684.33)	385.57
PARK REVENUE	0.00	0.00	0.00	21,250.00	695.00	15,950.00	0.00	5,300.00	75.06
TRANSFERS - INTERFUND	0.00	0.00	0.00	275,000.00	22,916.67	206,250.03	0.00	68,749.97	75.00
TOTAL PARKS DEPARTMENT	0.00	0.00	0.00	651,247.00	24,865.53	581,741.03	0.00	69,505.97	89.33
RECREATION PROGRAMS									
PARK REVENUE	0.00	0.00	0.00	337,800.00	78,315.75	304,892.73	0.00	32,907.27	90.26
TOTAL RECREATION PROGRAMS	0.00	0.00	0.00	337,800.00	78,315.75	304,892.73	0.00	32,907.27	90.26
TOTAL REVENUES	0.00	0.00	0.00	989,047.00	103,154.17	886,633.76	0.00	102,413.24	89.65
EXPENDITURE SUMMARY									
PARKS DEPARTMENT	28,640.36	28,640.36	0.00	690,765.75	55,160.47	484,436.61	( 17,030.81)	223,359.95	67.66
RECREATION PROGRAMS	0.00	0.00	0.00	526,921.00	54,346.45	365,404.28	6,311.53	155,205.19	70.54
TOTAL EXPENDITURES	28,640.36	28,640.36	0.00	1,217,686.75	109,506.92	849,840.89	( 10,719.28)	378,565.14	68.91
REVENUES OVER/(UNDER) EXPENDITURES	( 28,640.36)	28,640.36	0.00	( 228,639.75)	( 6,352.75)	36,792.87	10,719.28	( 276,151.90)	20.78-

50 -ENTERPRISE FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
MISCELLANEOUS	0.00	0.00	0.00	24,681.00	11,160.92	30,293.36	0.00	( 5,612.36)	122.74
UTILITY REVENUE	0.00	0.00	0.00	7,148,113.00	678,566.65	5,297,038.85	0.00	1,851,074.15	74.10
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	7,172,794.00	689,727.57	5,327,332.21	0.00	1,845,461.79	74.27
DEBT SERVIDCE									
MISCELLANEOUS	0.00	0.00	0.00	155,556.00	0.00	( 37.00)	0.00	155,593.00	0.02-
TOTAL DEBT SERVIDCE	0.00	0.00	0.00	155,556.00	0.00	( 37.00)	0.00	155,593.00	0.02-
SRF SEWER BONDS									
MISCELLANEOUS	0.00	0.00	0.00	0.00	11,828.50	27,437.49	0.00	( 27,437.49)	0.00
TRANSFERS - INTERFUND	0.00	0.00	0.00	0.00	( 10,833.33)	74,108.57	0.00	( 74,108.57)	0.00
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	0.00	995.17	101,546.06	0.00	( 101,546.06)	0.00
TOTAL REVENUES	0.00	0.00	0.00	7,328,350.00	690,722.74	5,428,841.27	0.00	1,899,508.73	74.08
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL									
WATER	0.00	0.00	0.00	234,144.00	19,512.00	175,489.91	0.00	58,654.09	74.95
SEWER	0.00	0.00	0.00	3,163,077.00	295,205.80	2,058,009.44	67,542.54	1,037,525.02	67.20
SOLID WASTE	78,276.00	78,276.00	0.00	2,734,153.00	77,680.04	1,825,427.09	( 22,162.03)	930,887.94	65.95
SRF SEWER BONDS	0.00	0.00	0.00	948,000.00	75,342.66	635,944.40	0.00	312,055.60	67.08
SRF SEWER BONDS	0.00	0.00	0.00	155,556.00	18,061.43	33,653.94	0.00	121,902.06	21.63
TOTAL EXPENDITURES	78,276.00	78,276.00	0.00	7,234,930.00	485,801.93	4,728,524.78	45,380.51	2,461,024.71	65.98
REVENUES OVER/(UNDER) EXPENDITURES	( 78,276.00)	78,276.00	0.00	93,420.00	204,920.81	700,316.49	( 45,380.51)	( 561,515.98)	701.07

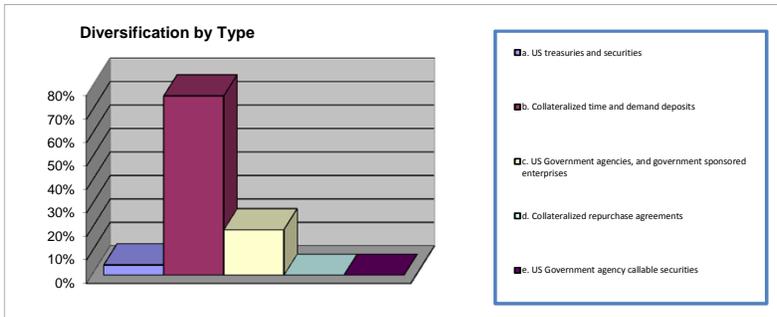
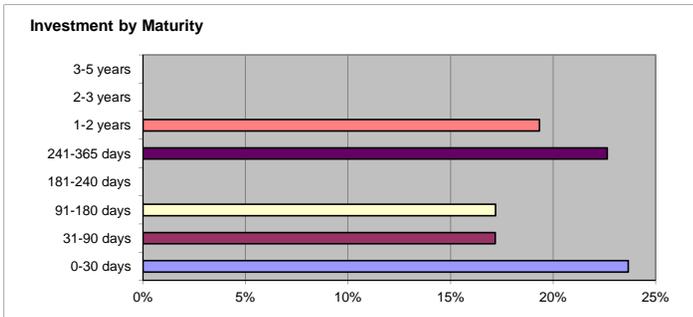
**City of Raymore**  
**Current Listing of Investments Held at 07/31/16**

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par *	Yield	Market**
06/27/16	802363	CBR	CD	Fund 50	06/29/17	667,384.72	667,384.72	0.3000	667,384.72
02/25/16	108039107	Commerce	CD		08/23/16	1,500,000.00	1,500,000.00	0.5200	1,500,000.00
12/31/15	108038521	Commerce	CD		09/26/16	2,000,000.00	2,000,000.00	0.6500	2,000,000.00
11/20/15	802123	CBR	CD		11/20/16	2,003,276.71	2,003,276.71	0.6500	2,003,276.71
04/27/16	802285	CBR	CD		04/27/17	2,003,490.41	2,003,490.41	0.7000	2,003,490.41
04/30/15	108036923	Commerce	US TREASURY NOTE		04/30/17	1,000,000.00	1,000,000.00	0.5000	1,000,000.00
01/27/15	108036606	Commerce	FHLB		12/08/17	2,500,000.00	2,500,000.00	1.1250	2,500,000.00
04/30/15	108036915	Commerce	FNMA		04/30/18	2,000,000.00	2,000,000.00	1.1250	2,000,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,007,007.14	2,007,007.14	0.0500	2,007,007.14
06/03/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	2,001,214.18	2,001,214.18	0.0500	2,001,214.18
06/03/16	108039641	Commerce	CD	GO Bond	09/01/16	2,000,000.00	2,000,000.00	0.4160	2,000,000.00
06/03/16	802315	CBR	CD	GO Bond	06/03/17	1,600,000.00	1,600,000.00	0.7300	1,600,000.00
06/03/16	802318	CBR	CD	GO Bond	01/28/17	2,000,000.00	2,000,000.00	0.5500	2,000,000.00

**Investment Total** 23,282,373.16 23,282,373.16 23,282,373.16

\* Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration  
 \*\*Market value listed above is the value of the investment at month end

**Average Annual Rate of Return: 0.5948**



**Listing of Investments Matured During the Quarter**

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par *	Yield	Days Held
06/06/14	801643	CBR	CD - SO Bond - RESTRICTED INVESTMENT	SO Bond	06/06/16	359,178.55	359,178.55	0.1500	365.00

**Average Rate of Return on Maturities: 0.1500**



# Consent Agenda



**THE RAYMORE COUNCIL MET IN REGULAR SESSION ON MONDAY, AUGUST 8, 2016 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE, III, HOLMAN, HUBACH, KELLOGG, MOORHEAD, AND STEVENS, CITY MANAGER JIM FEUERBORN, DEPUTY CITY CLERK ERICA HILL AND CITY ATTORNEY JONATHAN ZERR.**

- 1. Call To Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** Deputy City Clerk Erica Hill called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Report.**

Community Development Director Jim Cadoret reviewed construction projects in the City and upcoming meetings of the Planning and Zoning Commission and Communities for All Ages Initiative.

Parks and Recreation Director Nathan Musteen provided information on current and upcoming projects and events hosted by the department.

Chief of Police Jan Zimmerman recognized the Animal Control officers for their positive work with the community and thanked the community for the services and donations made to the Animal Control department. She recognized Penny Seshar for the photography services she provides to assist in the adoption process.

City Manager Jim Feuerborn reviewed the August 1 Council work session items.

- 7. Committee Reports.**
- 8. Consent Agenda.**

**A. Council Meeting Minutes, July 25, 2016**

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

**VOTE:** Councilmember Abdelgawad Abstain  
Councilmember Barber Aye

Councilmember Burke, III	Aye
Councilmember Holman	Aye
Councilmember Hubach	Aye
Councilmember Kellogg	Aye
Councilmember Moorhead	Aye
Councilmember Stevens	Aye

Councilmember Abdelgawad abstained as she was absent at the July 25 meeting.

## **9. Unfinished Business. Second Readings.**

### **A. Budget Amendment City Hall Lighting / Landscaping Project**

#### **BILL 3193: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2016 CAPITAL BUDGET."**

Deputy City Clerk Erica Hill conducted the second reading of Bill 3193 by title only.

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3193 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Stevens	Aye

Mayor Turnbow announced the motion carried and declared Bill 3193 as **Raymore City Ordinance 2016-063.**

### **B. Intergovernmental Agreement - Hubach Hill / School Road Stormwater Improvements**

#### **BILL 3196: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CASS COUNTY FOR THE HUBACH HILL / SCHOOL ROAD STORMWATER IMPROVEMENTS."**

Deputy City Clerk Erica Hill conducted the second reading of Bill 3196 by title only.

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3196 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Stevens	Aye

Mayor Turnbow announced the motion carried and declared Bill 3196 as **Raymore City Ordinance 2016-064**.

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

##### **A. Declaring August 2, 2016 Election Results**

##### **BILL 3199: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DECLARING THE RESULTS OF THE AUGUST 2, 2016 ELECTION."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3199 by title only.

Deputy City Clerk Erica Hill presented to Council an Ordinance declaring the results of the August 8, 2016 election regarding the ability of the City to collect sales tax on out-of-state vehicle purchases. The majority of votes cast declined the discontinuance of this sales tax.

Mayor Turnbow thanked the voters for this outcome of this election.

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3199 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye

Councilmember Moorhead     Aye  
Councilmember Stevens     Aye

**B. Revocation of Occupational License and Liquor License - The Pit Grill & Bar 1242-46 W. Foxwood Dr. (public hearing)**

Mayor Turnbow opened the occupational license revocation public hearing at 7:17 p.m. and called for a staff report.

Deputy City Clerk Erica Hill stated the City has been notified by the Missouri Department of Revenue that the Retail Sales Tax License of the Pit Grill & Bar located at 1242-46 W. Foxwood Dr. has been revoked for delinquent payment of State taxes. The owner of The Pit Grill & Bar was sent a letter providing official notice that the establishment's occupational license has been suspended pending a public hearing on this date before the City Council.

City Attorney Jonathan Zerr reviewed the documents provided in the Council packet. He entered into the record the July 14, 2016 letter to the owner.

Jeanette Singleton was sworn in by Ms. Hill.

Jeanette Singleton, 9200 Linwood Blvd, Independence, MO, owner of The Pit Grill & Bar, stated she has been in the process of moving everything from daughter's name to her name and was unaware that the business had been administratively dissolved. A CPA was assisting in the changeover and only addressed the annual taxes, not the rest of the business papers as was instructed.

TR Hoefle was sworn in by Ms. Hill.

TR Hoefle, 7926 E. 171st Street, Belton, MO, attorney for the owner, stated the owner was given bad advice from the former accountant. He's working to refile the annual reports and fees to retroactively reinstate the company with the Secretary of State and is working on the tax issue with the Department of Revenue. The process should be completed within 2-3 weeks.

Mr. Zerr reviewed the City Code regarding State taxes and occupational license revocation.

Ms. Singleton noted that she was in good standing in regards to a payment plan with the State for retail sales tax, but a check to the State did not clear the bank, causing the State to call the entire balance due. To be compliant with the State she will have to post a bond, pay the check that did not clear, and set up a payment plan to cover the entire delinquent amount.

Councilmember Moorhead noted the issue last year was a bounced check and asked the amount due to obtain a No Tax Due letter.

Ms. Singleton stated to be in compliance she owes \$4,800 and post a bond for \$10,800.

Mr. Hoefle stated after the issues are resolved, he and his client will be looking at changing the company from a corporate status to a Limited Liability status to eliminate the need to file the annual report to remain active.

Councilmember Moorhead, Mr. Zerr, and Mr. Hoefle discussed the need for a new liquor license should the company change.

Jeffrey Adams was sworn in by Ms. Hill.

Jeffrey Adams, 521 N. Jefferson St., Raymore, MO, stated he is concerned with this type of behavior that is becoming common in Raymore and at some point we have follow our laws and hold our businesses accountable. He noted over \$30,000 in judgements from the State of Missouri that are outstanding.

Ms. Singleton stated they are liens, not judgements, and were part of the payment plan.

Councilmember Holman questioned the total amount the business is in arrears to the State.

Ms. Singleton stated the total amount is between \$28,000 to \$32,000, but to issue the No Tax Due letter they need to submit around \$4,800 to cover the check and \$10,800 bond.

Councilmember Moorhead clarified that the State determines compliance by issuing a letter of No Tax Due, but that doesn't mean that the company doesn't owe money to the State for taxes.

Councilmember Abdelgawad asked if they are still working with debt from prior owner.

Ms. Singleton stated the payment plan and monthly filing is due each month and includes old debt and the current amounts due.

Mayor Turnbow opened the public hearing for public comments and hearing none closed the public hearing at 7:44 p.m.

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to revoke the occupational license for the Pit Grill & Bar effective August 29, 2016 if they do not come into compliance prior to that date.

**DISCUSSION:** Councilmember Moorhead stated the issue with sales tax is that it's other people's money. Sales tax helps fund schools, cities, counties, emergency services, etc. Businesses are responsible to pay the taxes they collect from their customers. Proper notice has been given to revoke the license, his motion is intended to give a few more weeks to come into compliance. If compliance is not met the license will be revoked and does not require another meeting before Council.

Councilmember Burke asked Mr. Zerr if the City is allowed to revoke under the State. Mr. Zerr said it is noted in the State's revocation notice that the City can revoke licenses according to City Codes.

Mr. Feuerborn asked if Staff was to begin citing the business in Municipal Court on August 30 and each day after if they are open and do not come into compliance before that date.

Councilmember Abdelgawad reminded Council that the State can be difficult, and 3 weeks may not be adequate.

Discussion ensued.

**MOTION TO AMEND:** By Councilmember Abdelgawad, seconded by Councilmember Kellogg, to change the date to September 12, 2016.

Councilmember Holman stated he wants all of our businesses to succeed. However, he is in favor of original motion. This is not the first time this business has been before Council for the same thing.

Vote on motion to amend:

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Nay
	Councilmember Burke, III	Nay
	Councilmember Holman	Nay
	Councilmember Hubach	Nay
	Councilmember Kellogg	Nay
	Councilmember Moorhead	Nay
	Councilmember Stevens	Nay

Mr. Zerr noted that the prevailing side can bring the item up for reconsideration at the next regular meeting. Staff and Council discussed upcoming meeting dates.

Vote on original motion:

<b>VOTE:</b>	Councilmember Abdelgawad	Nay
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Stevens	Aye

Mayor Turnbow opened the liquor license revocation public hearing at 8:05 p.m. and called for a staff report.

Deputy City Clerk Erica Hill stated the City has been notified by the Missouri Department of Revenue that the Retail Sales Tax License of the Pit Grill & Bar located at 1242-46 W. Foxwood Dr. has been revoked for delinquent payment of State taxes. The owner of The Pit Grill & Bar was sent a letter providing official notice that the establishment's liquor license has been suspended pending a public hearing on this date before the City Council.

Mr. Zerr stated the liquor license hinges on the occupational license. If the entity stands revoked and continues to utilize the license past the revocation date, it would be a violation of Ordinances. Council may decide on the liquor license as revocation could occur in a consecutive manner with the occupational license.

Councilmember Holman asked if a business with a liquor license must have a valid occupational license to operate. Mr. Zerr stated the distinction is not made in City Code, however if they are operating without an occupational license they are in violation of Code. Without an occupational license, the liquor license is irrelevant.

Ms. Singleton requested the same extension as with the business license.

Mr. Zerr entered into record City Code Chapter 600, the July 14, 2016 letter to the owner, the administrative dissolution notice from the Secretary of State, and the revocation notice from the State.

Mayor Turnbow opened the public hearing for public comments and hearing none closed the public hearing at 8:11 p.m.

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to take no action and table the issue of the liquor license.

**DISCUSSION:** Councilmember Moorhead stated revocation of the occupational license in essence addresses the issue of the liquor license.

Mr. Zerr stated if the owner complies, no impact is made. If they do not comply they do not have the ability to exercise the utilization of the liquor license.

Councilmember Kellogg noted that if the owner changes from corporation to a limited liability corporation, they have to apply for a new liquor license.

Councilmember Holman stated he agrees with the motion and he is encouraged to see the applicant working towards a positive resolution to these issues.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Stevens	Aye

**C. Revocation of Occupational License - Ramm Transmission 202 Walnut (public hearing)**

Mayor Turnbow opened the public hearing at 8:16 p.m. and called for a staff report.

Deputy City Clerk Erica Hill stated the City has been notified by the Missouri Department of Revenue that the Retail Sales Tax License of Ramm Transmission located at 202 Walnut has been revoked for delinquent payment of State taxes. The owner of Ramm Transmission was sent a letter providing official notice that the establishment's occupational license has been suspended pending a public hearing on this date before the City Council.

Mr. Zerr entered City Code Chapter 605, the July 14, 2016 letter to owner, and the notice of revocation from the State.

Rex Brauner was sworn in by Ms. Hill.

Rex Brauner, 3727 E. 96th St., Kansas City, MO, owner of Ramm Transmission, stated he spoke with the Department of Revenue today and he has to submit his first quarter withholding and sales taxes in the amount of \$1,754.80 and a \$1,640 bond. The bond was presented to Council and is ready to send to the State, and requested two weeks to take care of the taxes.

Councilmember Holman asked if this is the first revocation process for this business. Mr. Feuerborn answered yes.

Mayor Turnbow opened the public hearing for public comments and hearing none closed the public hearing at 8:21 p.m.

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to continue consideration of the revocation until the August 22, 2016 City Council meeting.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Stevens	Aye

**D. Setting the 2016 Tax Levies (public hearing)**

**BILL 3200: "AN ORDINANCE PURSUANT TO SECTION 67.110 OF THE REVISED STATUTES OF MISSOURI LEVYING GENERAL AND SPECIAL TAXES IN THE CITY OF RAYMORE, MISSOURI, FOR THE YEAR 2016."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3200 by title only.

Mayor Turnbow opened the public hearing at 8:23 p.m. and called for a staff report.

Finance Director Cindi Watson stated State law requires each political subdivision in the state, except counties, to fix their ad valorem property tax rates not later than September 1 for entry in the tax books. Should any political subdivision whose taxes are collected by the county collector of revenue fail to fix its ad valorem property tax rate by September 1, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year. The staff memo explains how the proposed levies for the coming year were derived. The proposed 2016 levy, based upon the principle of revenue neutrality mandated by the Hancock Amendment, is \$1.3057 per \$100 of assessed valuation. There is no change in the amount from 2015. This is based on final assessment information received from Cass County.

Councilmember Moorhead asked when the last adjustment occurred. Ms. Watson stated 2015 was the first decrease and it was same for 8 years prior to that.

Councilmember Holman clarified that staff is recommending no tax increase.

Councilmember Hubach stated the park levy for operations and maintenance should be increased with the addition of Municipal Circle Center, TB Hanna Station, etc.

Councilmember Moorhead asked if this can be revisited. Mr. Feuerborn stated if the Park Board wished to increase, they would come before Council. The City is under a requirement to turn the levy numbers in by September 1 in order for the county to bill, otherwise the City must do its own billing.

Councilmember Abdelgawad asked if there has been any indication of the need for an increase in funds from the Park Board or the Parks Department as they have been preparing the next budget. Mr. Feuerborn stated there has been no indication, and had there been, Council and the Park Board would have met in work session well before now. Ms. Watson stated the current voter approved tax rate for the park levy is 0.15. We are at the max rate that is allowed per calculations by the state auditor's office.

Councilmember Barber stated that the more building permits that are issues, the more taxes that are paid.

Councilmember Holman stated the amenities the Council chose were the highest on the list for return on capital. The revenues from the amenities will help pay for maintenance.

Councilmember Moorhead stated there is a very good working relationship with the Park Board and the Parks Department. They are fiscally conscious and consider the maintenance cost in their budget. Council should see that reflected in the upcoming City budget for FY16-17.

Discussion ensued.

Bill Manson was sworn in by Ms. Hill.

Bill Manson, Park Board chairman, stated they have an excellent department and excellent staff. If they needed the funds, they wouldn't hesitate to come to council. Taxpayers shouldn't pay more for services the Park Board and staff doesn't need at this time. He feels they need to see a reason for expansion, but they do not.

Councilmember Hubach said we are falling behind on acquisition of park land for the number of citizens in Raymore. Mr. Manson spoke to utilizing land appropriately to fulfill the needs of the community.

Mr. Cadoret stated homes are being built in areas that are already platted. Park land is reserved in future subdivisions.

Councilmember Stevens noted that HOAs also maintain parks and pool.

Mayor Turnbow opened the public hearing for public comments and hearing none closed the public hearing at 8:50 p.m.

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3200 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Stevens	Aye

#### **E. Financial Disclosure Ordinance**

**BILL 3198: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS AND CANDIDATES FOR ELECTIVE OFFICES."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3199 by title only.

Deputy City Clerk Erica Hill stated Missouri law requires that political subdivisions with operating budgets over one million dollars adopt an Ordinance at an open meeting making public its method of disclosing potential conflicts of interest. The only officials that need to file a financial disclosure statement the following year are the chief purchasing officer, the chief administrative officer, and those employees and elected officials who have had a transaction of more than \$500 with the political subdivision.

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3198 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Stevens	Aye

#### **F. LBVSD Customer Resolution**

**RESOLUTION 16-39: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ON THE QUESTION OF WHETHER LITTLE BLUE VALLEY SEWER DISTRICT SHOULD ISSUE REVENUE BONDS PAYABLE FROM REVENUES TO BE DERIVED FROM THE OPERATION OF THE LITTLE BLUE VALLEY SEWER SYSTEM IN AN AMOUNT NOT TO EXCEED \$20,000,000 FOR THE PURPOSE OF IMPROVING, EXTENDING OR REHABILITATING THE LITTLE BLUE VALLEY SEWER DISTRICT SYSTEM INCLUDING, BUT NOT LIMITED TO ADVANCED AIR EMISSIONS CONTROLS FOR THE ATHERTON WASTEWATER TREATMENT FACILITIES."**

Deputy City Clerk Erica Hill conducted the reading of Resolution 16-39 by title only.

Public Works Director Mike Krass stated at the August 1, 2016 City Council Work Session, Little Blue Valley Sewer District (LBVSD) staff presented information regarding the need to make air quality improvements to the Atherton Treatment Plant. Financing for the project will involve the District issuing Bonds in the amount of \$20,000,000. City Council requested staff place this item on the next Council Meeting for consideration to approve the financing for the project.

Councilmember Moorhead clarified that we are not voting to approve \$20 million in bonds, we are one of their 13 customers being asked to approve LBVSD to issue the bonds.

Jeff Shook, Assistant Director at LBVSD, 21101 E. 78 Highway, Independence, MO, stated LBVSD requires consensus of members to issue or extend bonds. There have been no negative votes from customers so far. This is a no rate increase bond issue.

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to approve the reading of Resolution 16-39 by title only.

**DISCUSSION:** None

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

Councilmember Burke, III	Aye
Councilmember Holman	Aye
Councilmember Hubach	Aye
Councilmember Kellogg	Aye
Councilmember Moorhead	Aye
Councilmember Stevens	Aye

## 11. Public Comments.

## 12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers expressed appreciation of the work of Animal Control and discussed Raymore's heritage.

Councilmember Burke welcomed Michael Hedrick to the new athletic coordinator position in the Parks and Recreation Department.

Councilmember Barber stated decisions made this evening pertaining to someone's livelihood are heavy decisions for Council.

Councilmember Abdelgawad encouraged participation in the mini mud run, movie night, and Farmers Market. She reminded citizens to be cautious of kids returning to school next week.

Councilmember Holman commended City Council on their handling of issues this evening and thanked the voters for the outcome of the election.

Councilmember Kellogg thanked Penny Seshar for her work with Animal Control.

Mayor Turnbow expressed appreciation for Chief Zimmerman and the Police Department.

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to adjourn to Executive Session to discuss litigation matters as authorized by §610.021 (1).

<b>ROLL CALL VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Stevens	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 9:15 p.m.

**13.Adjournment.**

**MOTION:** By Councilmember Moorhead, second by Councilmember Hubach to adjourn.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Stevens	Aye

The regular meeting of the Raymore Council adjourned at 9:23 p.m.

Respectfully submitted,

Erica Hill  
Deputy City Clerk

**RESOLUTION 16-38**

**“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AND ACCEPTING THE COUNCIL CHAMBERS VIDEO SYSTEM INSTALLATION.”**

**WHEREAS**, the Manager, Information Systems has determined that the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The Council Chambers Video System Installation Project is hereby accepted.

Section 2. The final payment in the amount of \$2,048 is hereby 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 8TH DAY OF AUGUST, 2016 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke, III  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg  
Councilmember Moorhead

ATTEST:

APPROVE:

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

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



# Unfinished Business





**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: August 8, 2016

SUBMITTED BY: Jeanie Woerner

DEPARTMENT: Administration

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

**TITLE / ISSUE / REQUEST**

Public Hearing on Revocation of Occupational License – Ramm Transmission 202 Walnut

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

Estimated Start Date

Estimated End Date

**STAFF RECOMMENDATION**

N/A

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Missouri Department of Revenue Revocation Notice  
City Code Section 605.010(B)(2), 605.040(B) and 605.080

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

### Occupational License

The City of Raymore City Code, Section 605.010(B)(2) provides, “Any business holding a current valid occupational license that becomes delinquent on the payment of any sales taxes . . . shall have said license suspended until such time that any such delinquent obligation is paid and satisfied; provided that, this requirement shall not apply to any obligation which is contested by the applicant in good faith and resolution of which is being diligently pursued by such applicant. The City Clerk shall notify businesses delinquent in any obligation to the City in writing of the suspension of their license. The delinquency shall be paid within ten (10) days of the date on the notification letter. Failure to satisfy the delinquent financial obligation may lead to revocation of business license in accordance with section 605.040 (B) and (C) of this chapter.

### Recommendation

It is recommended that the Council conduct the public hearing regarding the suspension or revocation of the occupational license of Ramm Transmission and decide on the appropriate course of action.



July 14, 2016

Ramm Transmissions  
c/o Rex Brauner  
202 Walnut #A  
Raymore, MO 64083

9171 9690 0935 0115 3794 94

**SENT CERTIFIED AND REGULAR MAIL**

Dear Mr Brauner:

The City of Raymore has been notified by the Missouri Department of Revenue that your Retail Sales Tax License has been revoked for delinquent payment of tax(es) as required to be paid under certain RSMo Chapters outlined on the revocation notice, enclosed as Exhibit A.

This letter is official notice to you that accordingly, your occupational license is suspended and a Public Hearing for revocation of your Raymore Occupational License and Liquor License for failure to pay Missouri Retail Sales Tax has been scheduled per City Code Section 605.010(B)(2) for **August 08, 2016 at 7:00 p.m.** before the City Council of the City of Raymore, 100 Municipal Circle, Raymore, Missouri.

**Occupational License**

*The City of Raymore City Code, Section 605.010(B)(2) provides, "Any business holding a current valid occupational license that becomes delinquent on the payment of any sales taxes . . . shall have said license suspended until such time that any such delinquent obligation is paid and satisfied; provided that, this requirement shall not apply to any obligation which is contested by the applicant in good faith and resolution of which is being diligently pursued by such applicant. The City Clerk shall notify businesses delinquent in any obligation to the City in writing of the suspension of their license. The delinquency shall be paid within ten (10) days of the date on the notification letter. Failure to satisfy the delinquent financial obligation may lead to revocation of business license in accordance with section 605.040 (B) and (C) of this chapter.*

During this period of suspension, you may continue to operate pending the hearing before the City Council.

Enclosed for your reference are Sections 605.010 and 605.040 of the City Code.

If you have any questions, please contact me at 331-3324.

Sincerely,



Jeanie Woerner  
City Clerk

C: Jonathan Zeer  
Jim Feuerborn

Enclosures-Exhibit A: DOR Revocation notice; City Code Sections 605.010 and 605.040



MISSOURI DEPARTMENT OF REVENUE  
PO BOX 1646  
JEFFERSON CITY MO 65105-1646  
(573) 526-5102

FORM <b>P601</b>  (Rev 02-14)	Date <b>JULY 05, 2016</b>
	MO Tax ID Number  _____

**REVOCATION NOTICE**

FINANCE DIRECTOR 100 MUNICIPAL CIRCLE RAYMORE MO 64083	Notice Number: <b>201608805200058</b>
	PHONE (573) 526-5102

The Missouri Department of Revenue is hereby notifying you that the Missouri sales tax license, previously issued to the debtor named below, has been revoked. The debtor is delinquent in the payment of tax as required to be paid under Chapters 143, 144, 66, 67, 70, 92, 94, 190, 238, 321, and 644, RSMo.

Name of Debtor(s):

Business Name: **RAMM TRANSMISSIONS**

Property Location: **202 W WALNUT STE A                      RAYMORE                      MO**

Section 144.083.2, RSMo, states:

"The possession of a retail sales license and a statement from the department of revenue that the licensee owes no tax due under sections 144.010 to 144.510 or sections 143.191 to 143.261 shall be a prerequisite to the issuance or renewal of any city or county occupation license or any state license which is required for conducting any business where goods are sold at retail. The date of issuance on the statement that the licensee owes no tax due shall be no more than ninety days before the date of submission for application or renewal of the local license. The revocation of a retailer's license by the director shall render the occupational license or the state license null and void.

Therefore, the Department of Revenue requests that you inform the above individual that his occupational and/or merchants license is null and void, and note this on your records. If your ordinance provides you with authority to close a business that does not have a valid license, we request that you do so.

ET AL:

**BRAUNER REX  
MALSON TRISH**

**MALSON JEFFREY**

**RECEIVED**  
**JUL 11 2016**  
BY:

## SECTION 605.010: - ANNUAL LICENSE REQUIRED

A. Purpose—Applicability—Exemptions. No person shall engage in any of the businesses, trades, occupations, or service occupations set forth in Section 605.020 of this Chapter within the City without first having obtained a license therefor from the City Clerk in compliance with the requirements of this Chapter and paying the applicable license tax fee. It is the express intent of the City and of this Chapter to license, regulate and tax every business, trade, occupation, or service occupation that now or hereafter may be subject to license taxation under the applicable laws of the State of Missouri; provided that, the license tax fees set forth in this Chapter shall not be applicable to ministers of the gospel, Christian Science practitioners, teachers, college professors, priests, lawyers, certified public accountants, dentists, chiropractors, optometrists, chiropractists, physicians, surgeons, farmers, producers selling produce raised by them, or any other profession or vocation enumerated under Sections 71.620.1 or 71.620.3, RSMo., 1994, or applicable successor statutes. No vendor in a farmers market recognized by the City shall be required to obtain a license unless they would otherwise be required to do so under the requirements of this chapter.

The license tax fee provided for in this Chapter is a tax upon the privilege of doing business within the City and shall be due and payable by the businesses, trades, occupations, or service occupations set forth in Section 605.020 of this Chapter, whether or not such businesses, trades, occupations, or service occupations occupy or maintain a business premises within the City; provided that, the license tax fees set forth in this Chapter shall not be applicable to veterinarians, architects, professional engineers, land surveyors, auctioneers, real estate brokers and salespersons, or any other profession enumerated under Section 71.620.2, RSMo., 1994, or applicable successor statutes, unless such persons maintain a business office within the City. Except as otherwise provided in this Chapter, the license shall be for the annual license year.

B. *Applications—Requirements For Issuance.* Applications for license under this Chapter shall be made in writing on a form provided by the City and submitted to the City Clerk. An application shall be made to renew any license upon its expiration. The form of license shall be as prescribed by the City Clerk or designee.

1. *Evidence of insurance.* At the time of application or reapplication, each applicant who is a contractor in the construction industry (as those terms are used in Section 287.061, RSMo, 1994, as amended) shall produce a current copy of:
  - a. a certificate of insurance naming the City of Raymore, Missouri as a certificate holder, for Workers' Compensation coverage or an affidavit signed by the applicant attesting that the contractor is exempt from requirements of the Workers' Compensation Law, Chapter 287, RSMo., 1994, as amended, or applicable successor statutes; and
  - b. a policy of general liability insurance naming the City of Raymore, Missouri as a certificate holder, including completed operations coverage during the term of the building permit or during actual construction, whichever date is later. Such insurance policy shall be with a company licensed to do business in the State of Missouri. All contractors shall maintain general liability coverage in an amount not less than three hundred thousand dollars (\$300,000.00).
2. Sales taxes and all other taxes and obligations to be paid.
  - a.

No license shall be issued to any applicant under this Chapter until all sales taxes, real and personal property taxes, utility fees, permit fees, inspection fees, or other financial obligations of the applicant to the City which are due and payable and are delinquent are paid or satisfied; provided that, this requirement shall not apply to any obligation which is contested by the applicant in good faith and resolution of which is being diligently pursued by such applicant. Each applicant shall provide such documentation or certifications as the City Clerk may require to assure compliance with this Subsection.

- b. Any business holding a current valid occupational license that becomes delinquent on the payment of any sales taxes, real and personal property taxes, utility fees, permit fees, inspection fees or any other financial obligation of the business to the City which are due and payable shall have said license suspended until such time that any such delinquent obligation is paid and satisfied; provided that, this requirement shall not apply to any obligation which is contested by the applicant in good faith and resolution of which is being diligently pursued by such applicant. The City Clerk shall notify businesses delinquent in any obligation to the City in writing of the suspension of their license. The delinquency shall be paid within ten (10) days of the date on the notification letter. Failure to satisfy the delinquent financial obligation may lead to revocation of business license in accordance with section 605.040 (B) and (C) of this chapter.
- C. *Determination Of Business Categories.* The City Clerk shall initially establish and classify each business, trade, occupation and service occupation within the categories provided in Section 605.020 of this Chapter. Any business, trade, occupation, or service occupation which objects to the category within which the business has been classified shall have the opportunity to file a written appeal to the City Finance Director and to request reclassification. Any such appeal shall be filed with the Finance Director within sixty (60) days after such classification for any appeal to be taken.
  1. *Multiple business activities by single entity.* Any applicant which is engaged in more than one (1) business, trade, occupation or service occupation category within the City shall make separate application for each such category and shall pay the applicable license tax fee.
  2. *Separate license required for each business premises.* Applicants which operate or maintain more than one (1) business premises within the City shall obtain a separate license for each such business premises. Applicants which do not maintain or operate a business premises within the City shall designate on the form of application for each applicable business, trade, occupation, or service occupation category a principal business address and, in the event of a change of such principal business address during the period of the license, shall notify the City Clerk in writing within five (5) business days of the change.
  3. *License not transferable.* No license required under this Chapter shall be transferable or assignable.
  4. *Notification of change of location.* If the holder of a license to engage in a business, trade, occupation, or service occupation at a particular business premises wishes, before the expiration of the license period, to change the location of the business premises, the holder shall so notify the City Clerk in writing. No business, trade, occupation, or service occupation shall be engaged in at the new location until the notice of such change has been given as provided in this Subsection and until the holder has paid any additional license tax fees as may be determined to be applicable under this Chapter by the City Clerk.

D.

*How Issued, Maintained.* Upon completion of the required application forms, provision of the required information and documentation, and payment of the applicable license tax fees, the City Clerk shall issue the license. The license issued shall be signed by the City Clerk and countersigned by the Finance Director and the City Clerk shall affix the corporate seal of the City thereto.

1. *Record of licenses issued.* The City Clerk shall maintain a written record of each license issued under this Chapter; the amount of the license tax fee paid; the business, trade, occupation, or service occupation for which the license was issued; the location, as applicable, where the license privilege is to be exercised; and the name of the holder of the license.
  2. *License to be available for examination.* The holder of any license issued under this Chapter shall have the duty to display or otherwise make the license available for examination and shall produce the license for inspection upon request of any City Police Officer, public safety official, Code Enforcement Officer, or City Marshal.
- E. *License Tax Fees—Applicability.* Except as otherwise provided in this Chapter, license tax fees shall be due and payable at the time of initial application for license and prior to commencing operations or business activity within the City and thereafter on or before the first (1st) day of January of each year, and shall become delinquent thirty (30) days thereafter; provided that, as of the first (1st) day of June following November 22, 1999, any business, trade, occupation, or service occupation which was subject to license taxation prior to such date and which failed to obtain a valid license for such business, trade, occupation, or service occupation shall be subject to the taxes, fees, and penalties as provided in this Chapter.
1. *Delinquencies subject to surcharge as penalty.* From and after the date of delinquency of any license tax fee due and payable under this Chapter, the City Clerk shall add to the amount due five percent (5%) penalty for each month that such license tax fee remains delinquent and a business, trade, occupation, or service occupation is conducted within the City, up to a twenty-five percent (25%) maximum penalty. This penalty shall be in addition to all other penalties which may be imposed by law or Ordinance.
  2. *Pro-rated taxes.* Amounts due under this Chapter as license tax fees for a new business, trade, occupation, or service occupation exercised within the City for the first (1st) time shall be pro-rated at a rate of five percent (5%) per month after June first (1st).

(Ord. No. 99068 §1, 11-22-99; Ord. No. 20023 §1, 5-22-00; Ord. No. 28119, § 1, 12-8-08; Ord. No. 28120, § 1, 12-8-08; Ord. No. 29068, § 1, 7-13-09; Ord. No. 2011-67, § 1, 10-10-11; Ord. No. 2012-094, § 1, 12-10-12; Ord. No. 2013-020, § 1, 3-11-13)

#### SECTION 605.040: - PENALTIES FOR VIOLATIONS

- A. *Non-Compliance Or Violation A Misdemeanor.* In addition to any other penalties prescribed under this Chapter or Chapter 500 related to construction activities, any failure to comply with or any violation of any provision of this Chapter shall be a misdemeanor and shall be punishable, upon conviction thereof, by a fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each such offense. Each day such failure or non-compliance shall continue shall constitute a separate offense.
- B. *Suspension Or Revocation.* Any failure to comply with or any violation of any provision of this Chapter may be cause for suspension or revocation of such license. The suspension or revocation as provided under this Section shall be in addition to any other penalties prescribed under this Chapter.
  1. *Suspension.*
    - a.

Any failure to comply with or any violation of any provision of this Chapter may be cause for suspension by the City Manager or his/her designee at the recommendation of the City Clerk,

- b. In addition to the language contained in subsection a, a Contractor's License may be suspended by the City Manager or his/her designee after receiving a report from the Building Official that the contractor:
1. Made a serious or repeated violation of the contractor licensing provisions, any applicable Code, or the failure to comply within a reasonable time any lawful written order of the Building Official; or
  2. Fraudulently or deceitfully utilized a contractor's license to obtain a building permit; or
  3. Knowingly or intentionally misrepresented a material fact made in connection with obtaining a contractor's license or a building permit; or
  4. Failed to obtain a building permit or failed to obtain a required inspection of an ongoing project as required by any applicable Code; or
  5. Failed to exercise regular, routine control and supervision over an ongoing project for which the contractor has obtained a building permit; or
  6. Failed to obtain a certificate of occupancy for a completed structure, prior to occupancy, as required by the applicable building code, or
  7. Failed to hire a licensed electrical, plumbing, or mechanical (HVAC) contractor to perform any electrical, plumbing or mechanical work on the job site for which the contractor obtained a building permit
2. *Revocation.*
- a. Any failure to comply with or any violation of any provision of this Chapter may be cause for revocation of such license by the City Council upon recommendation of the City Manager for any of the following causes:
1. Fraud, misrepresentation or false statement contained in the application for license;
  2. Fraud, misrepresentation or false statement made in the course of carrying on his/her business within the City of Raymore;
  3. Any violation of this Chapter;
  4. Conviction of any crime or misdemeanor involving moral turpitude; or
  5. Conducting of business in an unlawful manner so as to constitute a breach of the peace or menace to health, safety or general welfare of the public.
- b. Notice of the hearing for revocation of a license shall be given in writing setting forth specifically the ground of complaint at the time of place and hearing. Said notice shall be mailed to licensee or applicant at least five (5) days prior to the date set for hearing and any decision to be made by the City Council with respect to said revocation. Said notice shall indicate the date and time of the Council's hearing. All decisions of the City Council following the hearing shall be final.
- C. Any person or entity found guilty of violating any provision of this code shall be subject to the provisions of Section 100.220 of the Raymore City Code in addition to the suspension or revocation.
- D. *Unlawful Continuation—Further Remedies Authorized.* In the event any business, trade, occupation or service occupation which is required to obtain an annual license under this Chapter continues to operate after having received written notice of failure to obtain such license or in the event any business, trade, occupation or service occupation continues to operate following revocation or

suspension of such license pursuant to Subsection 605.040(B) hereof, the City Manager, the City Clerk or any other official authorized to enforce City license ordinances may seek injunctive relief from the Circuit Court or order of the Municipal Court to restrain, correct, abate or prevent such continued operation. In the event of the issuance of an injunction or order by a court of competent jurisdiction, costs of such enforcement proceedings may be taxed against the offending party. The remedies provided for by this Subsection (D) shall be in addition to all other costs and penalties prescribed under this Chapter.

(Ord. No. 99068 §1, 11-22-99; Ord. No. 20023 §2, 5-22-00; Ord. No. 23059 §1, 9-8-03; Ord. No. 27009 §1, 1-22-07; Ord. No. 28119, § 1, 12-8-08; Ord. No. 29068, § 2, 7-13-09; Ord. No. 2011-67, § 1, 10-10-11))

**BILL 3199**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DECLARING THE RESULTS OF THE AUGUST 2, 2016 ELECTION.”**

**WHEREAS**, a primary election was held on August 2, 2016; and

**WHEREAS**, Section 9.3 of the Raymore City Charter calls for the Council to declare the election results at the next regularly scheduled Council meeting following the election.

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

Section 1. It is hereby found and determined by a canvass of the votes by the City Council of the City of Raymore, Missouri, at the election held on August 2, 2016, in conformity with the Comprehensive Election Act of 1977; Revised Statutes of Missouri, the provisions of the Charter; and Ordinances of the City of Raymore as follows:

“Shall the City of Raymore discontinue applying and collecting the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer?”

TOTAL VOTES RECEIVED

YES 1,081                      NO 2,388

Section 2. It is further found, declared, and determined that notice of said election was duly given and published in the manner provided by law and that said election was held and conducted in all respects in conformity with the Constitution and laws of the State of Missouri governing elections and subject to the provisions for Charter Cities.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

**DULY READ THE FIRST TIME THIS 8TH DAY OF AUGUST, 2016.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF AUGUST, 2016 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke, III  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg  
Councilmember Moorhead

ATTEST:

APPROVE:

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

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

# Cass County

## Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

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### Election Certification

The following is an Official Certificate of Election Results of the Missouri Primary Election held in Cass County, Missouri, on August 2, 2016

#### City of Raymore

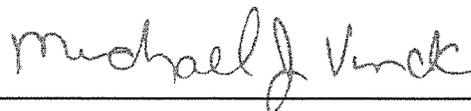
#### Raymore Question

	Polling	Absentee	Total
Number of Precincts	6	1	7
Votes Cast			<u>3473</u>
Yes			<b>1082</b>
No			<b>2391</b>

#### Certificate of Election Results

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in the City of Raymore that were for and against the above listed proposition at said election as certified to me by the fully qualified and acting judges of said election.

Dated this 5<sup>th</sup> day of August 2016



Michael J. Vinck, Cass County Clerk/Election Authority



Statement of Votes Cast  
 CASS COUNTY, MO  
 PRIMARY ELECTION  
 SOVC For Jurisdiction Wide, All Counters, All Races  
 OFFICIAL RESULTS

Date:08/05/16  
 Time:15:21:10  
 Page:39 of 42

	RAYMORE QUESTION					
	Reg. Voters	Total Votes	YES		NO	
Jurisdiction Wide						
1 SHERMAN	-	-	-	-	-	-
2 DAYTON	-	-	-	-	-	-
3,15,17 GARDEN CITY, CAMP B, INDEX	-	-	-	-	-	-
4,5 AUSTIN, ARCHIE	-	-	-	-	-	-
6 EVERTT	-	-	-	-	-	-
7 DREXEL	-	-	-	-	-	-
8 WEST DOLAN	-	-	-	-	-	-
9 DOLAN	-	-	-	-	-	-
10 GRAND RIVER RURAL	-	-	-	-	-	-
11 HARRISONVILLE	-	-	-	-	-	-
12 HARRISONVILLE	-	-	-	-	-	-
13 HARRISONVILLE	-	-	-	-	-	-
14 HARRISONVILLE	-	-	-	-	-	-
16 EAST LYNNE	-	-	-	-	-	-
18 GUNN CITY	-	-	-	-	-	-
19 POLK	-	-	-	-	-	-
20 PLEASANT HILL	-	-	-	-	-	-
21 PLEASANT HILL EAST	-	-	-	-	-	-
22 PLEASANT HILL	-	-	-	-	-	-
23 PLEASANT HILL	-	-	-	-	-	-
24 PECULIAR RURAL	-	-	-	-	-	-
25 W PECULIAR RURAL	-	-	-	-	-	-
26 W PECULIAR CITY	-	-	-	-	-	-
27 UNION	-	-	-	-	-	-
28 BIG CREEK RURAL	-	-	-	-	-	-
29 WINNEBAGO	-	-	-	-	-	-
30 RAYMORE RURAL	-	-	-	-	-	-
31 RAYMORE	1630	496	135	27.22%	361	72.78%
32 RAYMORE	1863	451	127	28.16%	324	71.84%
33 RAYMORE	1767	461	150	32.54%	311	67.46%
34 RAYMORE	2781	570	183	32.11%	387	67.89%
35 RAYMORE	2317	624	213	34.13%	411	65.87%
36 MOUNT PLEASANT RURAL	-	-	-	-	-	-
37 PLEASANT PRAIRIE	-	-	-	-	-	-
38 BELTON	-	-	-	-	-	-
39 BELTON	-	-	-	-	-	-
40 BELTON	-	-	-	-	-	-
41 BELTON	-	-	-	-	-	-
42 BELTON	-	-	-	-	-	-
43 BELTON	-	-	-	-	-	-
44 BELTON	-	-	-	-	-	-
45 BELTON	-	-	-	-	-	-
46 EAST CREEK	-	-	-	-	-	-
47 RAYMORE	3605	736	224	30.43%	512	69.57%
ABSENTEE	0	135	50	37.04%	85	62.96%
Total						
Polling	13963	3338	1032	30.92%	2306	69.08%
ABSENTEE	13963	135	50	37.04%	85	62.96%
Total	13963	3473	1082	31.15%	2391	68.85%



*Michael J. Wood*



**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: 8/8/16

SUBMITTED BY: Cynthia Watson

DEPARTMENT: Finance

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

**TITLE / ISSUE / REQUEST**

2016 Tax Levies

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approval of the proposed 2016 property tax levies

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Bill 3200 2016 Tax Levies  
State Auditors 2016 Current Year Calculations

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

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

The total assessed values for property within the city limits are reviewed in May and June by the County. In “even” years (like this year, 2016) the property is simply reviewed to add growth, i.e. new properties that have come onto the rolls since last year. In “odd” years (like last year, 2015), the County assesses the properties to account for changes in value. So in even years the total city valuation changes to reflect only growth, while in odd years the total city valuation changes due to both growth and change in the values of existing properties.

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

Computations have been completed by the State Auditor’s office, based on the information received from the County (2nd- Report – After Board of Equalization), to determine the levies which may be set in each of the funds in order to be revenue-neutral. Based on the results of these computations, the levy that could be assessed in the General Fund to be revenue-neutral is 0.4638, and the levy that could be assessed in the Park Fund to be revenue-neutral is 0.1249.

The debt service levy for this year, according to the State Auditor’s office, could be set as high as 1.0240, but based on staff’s understanding of the Council’s desire and in accordance with the city’s presentation to voters in April, it is proposed at the same amount as last year 0.7170.

Based on the information provided by the County, State Auditor’s calculation, and the Council’s direction on the debt service levy, the 2016 Tax Levy is recommended to remain the same as FY 2015 at \$1.3057 in total. This is a roll back of the levy in the amount of 0.3070 of the total amount that could be assessed at \$1.6127.

**BILL 3200**

**ORDINANCE**

**“AN ORDINANCE PURSUANT TO SECTION 67.110 OF THE REVISED STATUTES OF MISSOURI LEVYING GENERAL AND SPECIAL TAXES IN THE CITY OF RAYMORE, MISSOURI, FOR THE YEAR 2016.”**

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

Section 1. For the support of the government of the City of Raymore, Missouri, and to meet contractual obligations of said City for the year 2016, General and Special taxes are hereby levied upon all subjects and objects of taxation within the corporate limits of the City of Raymore, Missouri, as follows:

<b>FOR GENERAL PURPOSES:</b>	FORTY-SIX AND THIRTY EIGHT HUNDREDTHS CENTS (\$0.4638) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION
------------------------------	--

Section 2. The rate of tax for the Sinking Fund Levy upon all subjects and objects of taxation for the year 2016, in the City of Raymore, Missouri, for the General Obligation Bonds principal and interest payment shall be as follows:

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

Section 3. The rate of tax for the Park Levy upon all subjects and objects of taxation for the year 2016, in the City of Raymore, Missouri, for the maintenance and improvement of the city parks shall be as follows:

<b>FOR PARK LEVY:</b>	TWELVE AND FORTY NINE HUNDREDTHS CENTS (\$0.1249) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION
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Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and

independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 8TH DAY OF AUGUST, 2016.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF AUGUST, 2016 BY THE FOLLOWING VOTE:**

CouncilmemberAbdelgawad  
CouncilmemberBarber  
CouncilmemberBurke,III  
CouncilmemberHolman  
CouncilmemberHubach  
CouncilmemberKellogg  
Councilmember Moorhead

ATTEST:

APPROVE:

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

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

TAX RATE DATA ENTRY PAGE

For Political Subdivisions Other Than Schools Levying a Single Rate on All Property (NOT WHOLLY IN ST. LOUIS COUNTY)

Political Subdivision Code: 09-019-0014  
 (XX - XXX - XXXX)  
 Political Subdivision Name: City of Raymore  
 Purpose: General Revenue

INFORMAL TAX RATE CALCULATOR FILE  
 YEAR: 2016

INSTRUCTIONS: COMPLETE THE HIGHLIGHTED CELLS TO USE THIS TAX RATE CALCULATOR.  
 CLICK ON THE TABS BELOW TO VIEW THE SUMMARY PAGE, FORM A, FORM B, FORM C, AND INFORMATIONAL DATA.  
 PRINT OFF THE SUMMARY PAGE, FORM A, FORM B, FORM C, & INFORMATIONAL DATA IF DESIRED.

Information gathered on this tab is used to calculate the Summary Page, Form A, Form B, Form C, & Informational Data tabs. Data entered in Column 1 is used to calculate the Tax Rate Ceiling had no voluntary reductions been taken in a prior even numbered year (see the Informational Data tab for this calculation). The political subdivision must use Column 2 for setting its property tax rate (see the Summary Page and Form A for this calculation). The numbers in the Column 2 may be different from Column 1 if a voluntary reduction was taken in a prior even numbered year.

Column 1	Column 2
Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken in a Prior Even Numbered Year	For Political Subdivision Use in Calculating its Tax Rate
0.4850	0.4638
1.0000	1.0000

Tax Rate Summary Page

- 1) (2015) Prior Year Tax Rate Ceiling Revised if Applicable  
 Column 1 (Prior Year Informational Tax Rate Data, Line F)  
 Column 2 (Prior Year Tax Rate Summary Page, Line F)
- 2) Most Recent Voter Approved Rate (Prior Year's Tax Rate Summary Page, Line E or Form B, Line 15 if new ballot)

PART A. Enter only the Assessed Valuation

	Real Estate	Personal Property	Total
1) (2016) Current Year Assessed Valuation	247,157,220	43,745,234	
2) New Construction and Improvements	6,312,469	Calculated Amount	
3) Newly Added Territory			
4) (2015) Prior Year Assessed Valuation	240,176,433	43,245,606	
5) Newly Separated Territory			
6) Property Changed from Local to State Assessed			

PART B. Additional Voter Approved Rates - See Form B for additional instructions.

- 1) Date of Election: \_\_\_\_\_
- 3) Election Results: Yes: \_\_\_\_\_ No: \_\_\_\_\_
- 1a) Is this Election Increasing an Existing Rate? \_\_\_\_\_ (Yes or No)
- 2a) Voter Approved Tax Rate or Increase. Attach Ballot.  
 Amount of Increase (an "increase of") \_\_\_\_\_  
 or  
 2b) Stated Rate Approved (an "increase to") \_\_\_\_\_
- 4) Expiration Date (If Applicable): \_\_\_\_\_

Ballot Language Approved: Attach a sample ballot or state the proposition posed to the voters exactly as it appeared on the ballot.

PART C. Debt Service Requirements - See Form C for additional instructions.

1) (2017) Principal and Interest Payments for Next Calendar Year (Form C, Line 2)	1,951,353
2) Estimated Cost of Collection & Allowance for Delinquencies (Form C, Line 3)	195,135
3) (2018) Reasonable Reserve for Payments for Year Following Next Calendar Year (Form C, Line 4)	1,956,708
4) (2016) Anticipated December 31st Balance (Form C, Line 6)	1,124,469

TAX RATE SUMMARY PAGE

INFORMAL TAX RATE CALCULATOR FILE

FOR POLITICAL SUBDIVISIONS OTHER THAN SCHOOLS LEVYING A SINGLE RATE ON ALL PROPERTY (2016)

City of Raymore (Name of Political Subdivision)	09-019-0014 (Political Subdivision Code)	General Revenue (Purpose of Levy)
--	---	--------------------------------------

The information to complete the Tax Rate Summary Page is available from prior year forms, computed on the attached forms, or on this page.

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

For Political  
 Subdivision Use  
 in Calculating its  
 Tax Rate

A. <b>Prior Year Tax Rate Ceiling</b> as defined in Chapter 137, RSMo. Revised if the Prior Year Data Changed or a Voluntary Reduction was taken in a Non-Reassessment Year. (Prior Year Tax Rate Summary Page, Line F)	0.4638
B. <b>Current Year Rate Computed</b> Pursuant to Article X, Section 22 of the Missouri Constitution and Section 137.073, RSMo. <b>If no Voter Approved Increase</b> (Form A, Line 18)	0.4638
C. <b>Amount of Rate Increase Authorized by Voters for Current Year</b> (If Same Purpose) Greater of the Voter Approved Increase or Voter Approved Increase Adjusted to provide the revenue available if applied to prior assessment & increased by the CPI %. (Form B, Line 15)	0.4638
D. <b>Rate to Compare to Maximum Authorized Levy to Determine Tax Rate Ceiling</b> [Line B (if no election), Otherwise Line C (if there was an election)]	0.4638
E. <b>Maximum Authorized Levy</b> Enter the Most Recent Voter Approved Rate	1.0000
F. <b>Current Year Tax Rate Ceiling</b> (Lower of Line D or E) Maximum Legal Rate to Comply with Missouri Laws.	0.4638
G1. <b>Less Required Sales Tax Reduction</b> taken from Tax Rate Ceiling (Line F), If Applicable	0.0000
G2. <b>Less 20% Required Reduction 1st Class Charter County Political Subdivision NOT Submitting an Estimate Non-Binding Tax Rate to the County(ies)</b> taken from Tax Rate Ceiling (Line F).	0.0000
H. <b>Less Voluntary Reduction By Political Subdivision</b> taken from the Tax Rate Ceiling (Line F).  NOTICE: A VOLUNTARY REDUCTION TAKEN IN AN EVEN-NUMBERED YEAR WILL LOWER THE TAX RATE CEILING FOR THE FOLLOWING YEAR	0.0000
I. <b>Plus Allowable Recoupment Rate</b> added to Tax Rate Ceiling (Line F). If Applicable (Attach Form G or H)	0.0000
J. <b>Tax Rate To Be Levied</b> (Line F - Line G1 - Line G2 - Line H + Line I)	0.4638
AA. <b>Rate To Be Levied For Debt Service</b> If Applicable (Form C, Line 10)	0.7170
BB. <b>Additional Special Purpose Rate Authorized By Voters</b> After the Prior Year Tax Rates were Set. Greater of the Voter Approved Increase or Voter Approved Increase Adjusted to provide the revenue available if applied to prior year assessment & increased by CPI %. (Form B, Line 15 if Different Purpose)	0.0000

**NOTE: THIS IS AN INFORMAL TAX RATE CALCULATOR FILE INTENDED FOR POLITICAL SUBDIVISION PRELIMINARY CALCULATIONS ONLY. THIS FILE IS NOT INTENDED TO BE USED BY THE POLITICAL SUBDIVISION TO SUBMIT THEIR TAX RATE TO THE COUNTY.**

**ONLY THE PROFORMA PRINTED FROM THE STATE AUDITOR'S ON-LINE TAX RATE SYSTEM SHOULD BE SUBMITTED TO THE COUNTY TO SET THE FINAL TAX RATE.**

**IF THIS POLITICAL SUBDIVISION LEVIES A PROPERTY TAX RATE PARTIALLY OR WHOLLY IN CLAY COUNTY, JACKSON COUNTY, ST. LOUIS COUNTY, OR THE CITY OF ST. LOUIS AND CHANGES ARE NECESSARY TO THE 2016 TAX RATE FORMS, PLEASE LOG ONTO THE STATE AUDITOR'S TAX RATE SYSTEM AND ENTER UPDATED INFORMATION TO MAKE THOSE CHANGES AND SELECT SUBMIT. CONTACT THE STATE AUDITOR'S OFFICE IF YOU HAVE MISPLACED YOUR USER ID AND/OR PASSWORD.**

**OTHERWISE FOR POLITICAL SUBDIVISIONS NOT PARTIALLY IN CLAY COUNTY, JACKSON COUNTY, ST. LOUIS COUNTY, OR THE CITY OF ST. LOUIS CONTACT YOUR COUNTY CLERK(S) TO HAVE THEM LOG ONTO THE STATE AUDITOR'S TAX RATE SYSTEM TO MAKE ANY NECESSARY CHANGES.**

**INFORMAL TAX RATE CALCULATOR**  
**COMPUTATION OF REASSESSMENT GROWTH AND RATE FOR COMPLIANCE**  
**WITH ARTICLE X, SECTION 22 AND SECTION 137.073 RSMo**

**FORM A - FOR POLITICAL SUBDIVISIONS OTHER THAN SCHOOLS LEVYING A SINGLE RATE ON ALL PROPERTY**

City of Raymore (Name of Political Subdivision)	09-019-0014 (Political Subdivision Code)	General Revenue (Purpose of Levy)
<b>1. (2016) Current Year Assessed Valuation</b> Include the current state and locally assessed valuation obtained from the County Clerk, County Assessor, or comparable office finalized by the local board of equalization.		
(a) <u>247,157,220</u> (Real Estate)	+ (b) <u>43,745,234</u> (Personal Property)	= <u>290,902,454</u> (Total)
<b>2. Assessed Valuation of New Construction &amp; Improvements</b>		
2(a) - Obtained from the County Clerk or County Assessor.      2(b) - Increase in Personal Property. Use the formula listed under Line 2(b).		
(a) <u>6,312,469</u> (Real Estate)	+ (b) <u>499,628</u> Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) <b>If Line 2b is Negative, Enter Zero</b>	= <u>6,812,097</u> (Total)
<b>3. Assessed Value of Newly Added Territory</b> Obtained from the County Clerk or County Assessor.		
(a) <u>0</u> (Real Estate)	+ (b) <u>0</u> (Personal Property)	= <u>0</u> (Total)
<b>4. Adjusted Current Year Assessed Valuation [Line 1 (Total) - Line 2 (Total) - Line 3 (Total)]</b>		
		<u>284,090,357</u>
<b>5. (2015) Prior Year Assessed Valuation</b> Include prior year locally assessed valuation obtained from the County Clerk, County Assessor, or comparable office <u>finalized by the local board of equalization</u> . <b>Note: If this is different than the amount on the Prior Year Form A, Line 1</b> , then revise the Prior Year tax rate form to re-calculate the Prior Year tax rate ceiling. Enter the revised Prior Year tax rate ceiling on this year's Tax Rate Summary Page, Line A.		
(a) <u>240,176,433</u> (Real Estate)	+ (b) <u>43,245,606</u> (Personal Property)	= <u>283,422,039</u> (Total)
<b>6. Assessed Value of Newly Separated Territory</b> Obtained from the County Clerk or County Assessor.		
(a) <u>0</u> (Real Estate)	+ (b) <u>0</u> (Personal Property)	= <u>0</u> (Total)
<b>7. Assessed Value of Property Locally Assessed in Prior Year, but State Assessed in Current Year</b> Obtained from the County Clerk or County Assessor.		
(a) <u>0</u> (Real Estate)	+ (b) <u>0</u> (Personal Property)	= <u>0</u> (Total)
<b>8. Adjusted Prior Year Assessed Valuation [Line 5 (Total) - Line 6 (Total) - Line 7 (Total)]</b>		
		<u>283,422,039</u>
Information on this tab takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information on the Informational Tax Rate Data tab provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).		For Political Subdivision Use in Calculating its Tax Rate
<b>9. Percentage Increase in Adjusted Valuation</b> of existing property in the current year over the prior year's assessed valuation. [(Line 4 - Line 8) / Line 8] x 100		
		<u>0.2358%</u>
<b>10. Increase in Consumer Price Index</b> as Certified by the State Tax Commission.		
		<u>0.7000%</u>
<b>11. Adjusted Prior Year Assessed Valuation</b> (Line 8)		
		<u>283,422,039</u>
<b>12. (2015) Tax Rate Ceiling from Prior Year</b> (Tax Rate Summary Page, Line A)		
		<u>0.4638</u>
<b>13. Maximum Prior Year Adjusted Revenue</b> from property that existed in both years. [(Line 11 x Line 12) / 100]		
		<u>1,314,511</u>
<b>14. Permitted Reassessment Revenue Growth</b>		
The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a zero for Line 14 purposes. Do not enter less than 0, nor more than 5%.		
		<u>0.2358%</u>
<b>15. Additional Reassessment Revenue Permitted</b> (Line 13 x Line 14)		
		<u>3,100</u>
<b>16. Total Revenue Permitted in Current Year</b> * from property that existed in both years. (Line 13 + Line 15)		
		<u>1,317,611</u>
<b>17. Adjusted Current Year Assessed Valuation</b> (Line 4)		
		<u>284,090,357</u>
<b>18. Maximum Tax Rate Permitted by Article X, Section 22 and Section 137.073 RSMo.</b> Round a fraction to the nearest one/one hundredth of a cent. Enter this rate on the Tax Rate Summary Page, Line B. [(Line 16 / Line 17) x 100]		
		<u>0.4638</u>

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

**INFORMAL TAX RATE CALCULATOR**  
**NEW VOTER APPROVED TAX RATE OR TAX RATE INCREASE**  
**FORM B - FOR POLITICAL SUBDIVISIONS OTHER THAN SCHOOLS LEVYING A SINGLE RATE ON ALL PROPERTY (2016)**

**INFORMAL TAX RATE CALCULATOR**  
**FORM B - FOR POLITICAL SUBDIVISIONS OTHER THAN SCHOOLS LEVYING A SINGLE RATE ON ALL PROPERTY (2016)**

<u>City of Raymore</u> (Name of Political Subdivision)	<u>09-019-0014</u> (Political Subdivision Code)	<u>General Revenue</u> (Purpose of Levy)
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Since the prior year tax rate computation, some political subdivisions may have held elections where the voters approved an increase in an existing tax or approved a new tax. Form B is designed to document the election.

**1. Date of Election** \_\_\_\_\_

**2. Ballot Language**

Attach a sample ballot or state the proposition posed to the voters exactly as it appeared on the ballot.

**3. Election Results**

	_____ (Yes)	_____ (No)
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**4. Expiration Date** (If no sunset clause in ballot, leave blank)  
 Enter the last year the levy will be in effect, if applicable. \_\_\_\_\_

**5. Amount of Increase Approved by Voters**

(An "Increase of" or an "Increase by") **OR** a. \_\_\_\_\_  
**Stated Rate Approved by Voters**  
 (An "Increase to") b. \_\_\_\_\_

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

For Political  
 Subdivision Use  
 in Calculating its  
 Tax Rate

**6. Prior Year Tax Rate Ceiling or Voluntarily Reduced Rate to Apply Voter Approved Increase to.** \_\_\_\_\_  
 (Tax Rate Summary Page, Line A if Increase to an Existing Rate, Otherwise 0)

**7. Voter Approved Increased Tax Rate to Adjust** \_\_\_\_\_  
 (If an "Increase of" ballot, Line 5a + Line 6. If an "Increase to" ballot, Line 5b)

**8. Adjusted Prior Year Assessed Valuation** \_\_\_\_\_  
 (Form A, Line 8)

**9. Maximum Prior Year Adjusted Revenue** from property that existed in both years. \_\_\_\_\_  
 (Line 7 x Line 8 / 100)

**10. Consumer Price Index (CPI)** \_\_\_\_\_  
 as Certified by the State Tax Commission. 0.70%

**11. Permitted Revenue Growth for CPI** \_\_\_\_\_  
 (Line 9 x Line 10)

**12. Total Revenue Allowed from the Additional Voter Approved Increase** from property that existed in both years. \_\_\_\_\_  
 (Line 9 + Line 11)

**13. Adjusted Current Year Assessed Valuation** \_\_\_\_\_  
 (Form A, Line 4)

**14. Adjusted Voter Approved Increased Tax Rate** \_\_\_\_\_  
 This rate will allow the same revenue as applying the Voter Approved Rate (Line 7) to the Prior Year Assessed Value (Line 8) Increased by the CPI (Line 10). (Line 12 / Line 13 x 100)

**15. Amount of Rate Increase Authorized by Voters for the Current Year** \_\_\_\_\_  
 House Bill No. 506, passed in 2011, allows taxing authorities that passed a voter approved increase after August 27, 2008 to levy a rate that is the greater of the increase approved by voters (Line 7) or the adjusted voter approved increase (Line 14) in order to generate substantially the same revenue that would have been generated by applying the voter approved increase to the total assessed valuation at the time of the voter approval increased by the consumer price index (Line 10).  
 Enter this Rate Computed on the Tax Rate Summary Page, Line C if increasing an existing levy,  
 Otherwise, on the Tax Rate Summary Page, Line BB if this is a new or a temporary rate increase.  
 (If Line 7 > Line 14, then Line 7, Otherwise, Line 14)

**INFORMAL TAX RATE CALCULATOR FILE**  
**DEBT SERVICE CALCULATION FOR GENERAL OBLIGATION BONDS**  
**PAID FOR WITH PROPERTY TAXES**  
**FORM C - FOR POLITICAL SUBDIVISIONS OTHER THAN SCHOOLS LEVYING A SINGLE RATE ON ALL PROPERTY**

City of Raymore (Name of Political Subdivision)	09-019-0014 (Political Subdivision Code)	Debt Service (Purpose of Levy)
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The tax rate for Debt Service will be considered valid if, after making the payment(s) for which the tax was levied, the bonds remain outstanding, and the debt fund reserves do not exceed the following year's payments.

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

1. <b>**Total current year assessed valuation</b> obtained from the County Clerk or Assessor. (Form A, Line 1 Total)	290,902,454
2. <b>**Amount required to pay debt service requirements during the next calendar year</b> (i.e. Use January 2017 – December 2017 payments to complete the 2016 Form C). Include the principal and interest payments due on outstanding general obligation bond issues plus anticipated fees of any transfer agent or paying agent due during the next calendar year.	1,951,353
3. <b>**Estimated costs of collection (collector fees and commissions and Assessment Fund withholdings) and anticipated delinquencies.</b> Experience in prior years is the best guide for estimating un-collectible taxes. (Usually 2% to 10% of Line 2 above)	195,135
4. <b>**Reasonable reserve up to one year's payment</b> It is important that the Debt Service Fund have sufficient reserves to prevent any default on the bonds. Include payments for the year following the next calendar year accounted for on Line 2. (i.e. Use January 2018 – December 2018 payments to complete the 2016 Form C).	1,956,708
5. <b>Total required for debt service</b> (Line 2 + Line 3 + Line 4)	4,103,196
6. <b>**Anticipated balance at end of current calendar year.</b> Show the anticipated bank or fund balance at December 31st of this year (this will equal the current balance minus the amount of any principal or interest due before December 31st plus any estimated investment earning Due before December 31st). Do not add the anticipated collections of this tax into this amount.	1,124,469
7. <b>Property tax revenue required for debt service</b> (Line 5 - Line 6) Line 6 is subtracted from Line 5 because the debt service fund is only allowed to have the payments required for the next calendar year (Line 2) and the reasonable reserve of the following year's payment (Line 4). Any current balance in the fund is already available to meet these requirements so it is deducted from the total revenues required for Debt Service Purposes.	2,978,727
8. <b>Computation of debt service tax rate</b> [(Line 7 / Line 1) x 100] Round a fraction to the nearest one/one hundredth of a cent.	1.0240
9. <b>Less Voluntary Reduction By Political Subdivision</b>	0.3070
10. <b>Actual rate to be levied for debt service purposes *</b> (Line 8 - Line 9) <b>Enter this rate on Line AA of the Tax Rate Summary Page.</b>	0.7170

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

\*\* - Mandatory Required Fields to Complete

## Informational Tax Rate Data

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.

Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior Year  
 Tax Rate Ceiling as if  
 No Voluntary Reductions  
 were Taken in a Prior  
 Even Numbered Year

### Informational Tax Rate Summary Page Information

A. <b>Prior Year Tax Rate Ceiling</b> (Prior Year Informational Tax Rate Data, Line F)	0.4850
B. <b>Current Year Rate Computed</b> (Informational Form A, Line 18 below)	0.4850
C. <b>Amount of Increase Authorized by Voters for Current Year</b> (Informational Form B, Line 15 below)	
D. <b>Rate to Compare to Maximum Authorized Levy</b> [Line B (if no election), Otherwise Line C (if there was an elections)]	0.4850
E. <b>Maximum Authorized Levy</b> (Most Recent Voter Approved Rate)	1.0000
F. <b>Tax Rate Ceiling if No Voluntary Reductions were Taken in a Prior Even Numbered Year</b> (Lower of Line D or E)	<u>0.4850</u>

### Informational Form A, Lines 9-18

9. <b>Percentage Increase in Adjusted Valuation</b> [(Form A, Line 4 - Line 8) / Line 8 x 100]	0.2358%
10. <b>Increase in Consumer Price Index</b> as Certified by the State Tax Commission.	<b>0.7000%</b>
11. <b>Adjusted Prior Year Assessed Valuation</b> (Form A, Line 8)	283,422,039
12. <b>(2015) Tax Rate Ceiling From Prior Year</b> (Informational Summary Page, Line A from above)	0.4850
13. <b>Maximum Prior Year Adjusted Revenue</b> from property that existed in both years. [(Line 11 x Line 12) / 100]	1,374,597
14. <b>Permitted Reassessment Revenue Growth</b> <small>The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%.          A negative figure on Line 9 is treated as a zero for Line 14 purposes. Do not enter less than 0, nor more than 5%.</small>	0.2358%
15. <b>Additional Reassessment Revenue Permitted</b> (Line 13 x Line 14)	3,241
16. <b>Total Revenue Permitted in Current Year</b> from property that existed in both years. (Line 13 + Line 15)	1,377,838
17. <b>Adjusted Current Year Assessed Valuation</b> (Form A, Line 4)	284,090,357
18. <b>Maximum Tax Rate Permitted by Article X, Section 22 and Section 137.073 RSMo. If No Voluntary Reduction was Taken</b> [(Line 16 / Line 17) x 100] Enter this rate on the Informational Data Page, Line B Above.	0.4850

### Informational Form B, Lines 6-15

6. <b>Prior Year Tax Rate Ceiling to Apply Voter Approved Increase to.</b> <small>(Informational Tax Rate Summary Page, Line A if Increase to an Existing Rate, Otherwise 0)</small>	_____
7. <b>Voter Approved Increased Tax Rate to Adjust</b> <small>(If an "Increase of" ballot, Line 5a + Line 6. If an "Increase to" ballot, Line 5b)</small>	_____
8. <b>Adjusted Prior Year Assessed Valuation</b> (Form A, Line 8)	_____
9. <b>Maximum Prior Year Adjusted Revenue</b> from property that existed in both years. (Line 7 x Line 8 / 100)	_____
10. <b>Consumer Price Index (CPI)</b> as Certified by the State Tax Commission.	<b>0.7000%</b>
11. <b>Permitted Revenue Growth for CPI</b> (Line 9 x Line 10)	_____
12. <b>Total Revenue Allowed from the Additional Voter Approved Increase</b> <small>from property that existed in both years. (Line 9 + Line 11)</small>	_____
13. <b>Adjusted Current Year Assessed Valuation</b> (Form A, Line 4)	_____
14. <b>Adjusted Voter Approved Increased Tax Rate</b> (Line 12 / Line 13 x 100)	_____
15. <b>Amount of Rate Increase Authorized by Voters for the Current Year</b> <small>(If Line 7 &gt; Line 14, then Line 7, Otherwise, Line 14)</small>	_____

TAX RATE DATA ENTRY PAGE

For Political Subdivisions Other Than Schools Levying a Single Rate on All Property (NOT WHOLLY IN ST. LOUIS COUNTY)

Political Subdivision Code: 09-019-0014  
(XX - XXX - XXXX)  
Political Subdivision Name: City of Raymore  
Purpose: Park Revenue

INFORMAL TAX RATE CALCULATOR FILE  
YEAR: 2016

INSTRUCTIONS: COMPLETE THE HIGHLIGHTED CELLS TO USE THIS TAX RATE CALCULATOR.  
CLICK ON THE TABS BELOW TO VIEW THE SUMMARY PAGE, FORM A, FORM B, FORM C, AND INFORMATIONAL DATA.  
PRINT OFF THE SUMMARY PAGE, FORM A, FORM B, FORM C, & INFORMATIONAL DATA IF DESIRED.

Information gathered on this tab is used to calculate the Summary Page, Form A, Form B, Form C, & Informational Data tabs. Data entered in Column 1 is used to calculate the Tax Rate Ceiling had no voluntary reductions been taken in a prior even numbered year (see the Informational Data tab for this calculation). **The political subdivision must use Column 2 for setting its property tax rate (see the Summary Page and Form A for this calculation).** The numbers in the Column 2 may be different from Column 1 if a voluntary reduction was taken in a prior even numbered year.

Column 1	Column 2
Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken in a Prior Even Numbered Year	For Political Subdivision Use in Calculating its Tax Rate
0.1306	0.1249
0.1500	0.1500

**Tax Rate Summary Page**

- 1) (2015) Prior Year Tax Rate Ceiling Revised if Applicable  
Column 1 (Prior Year Informational Tax Rate Data, Line F)  
Column 2 (Prior Year Tax Rate Summary Page, Line F)
- 2) Most Recent Voter Approved Rate (Prior Year's Tax Rate Summary Page, Line E or Form B, Line 15 if new ballot)

**PART A. Enter only the Assessed Valuation**

	Real Estate	Personal Property	Total
1) (2016) Current Year Assessed Valuation	247,157,220	43,745,234	
2) New Construction and Improvements	6,312,469	Calculated Amount	
3) Newly Added Territory			
4) (2015) Prior Year Assessed Valuation	240,176,433	43,245,606	
5) Newly Separated Territory			
6) Property Changed from Local to State Assessed			

**PART B. Additional Voter Approved Rates - See Form B for additional instructions.**

- 1) Date of Election: \_\_\_\_\_
- 2) Is this Election Increasing an Existing Rate? \_\_\_\_\_  
(Yes or No)
- 2a) Voter Approved Tax Rate or Increase. Attach Ballot.  
Amount of Increase (an "increase of") \_\_\_\_\_  
or  
2b) Stated Rate Approved (an "increase to") \_\_\_\_\_
- 3) Election Results: Yes: \_\_\_\_\_ No: \_\_\_\_\_
- 4) Expiration Date (If Applicable): \_\_\_\_\_

Ballot Language Approved: Attach a sample ballot or state the proposition posed to the voters exactly as it appeared on the ballot.

**PART C. Debt Service Requirements - See Form C for additional instructions.**

1) (2017) Principal and Interest Payments for Next Calendar Year (Form C, Line 2)	1,951,353
2) Estimated Cost of Collection & Allowance for Delinquencies (Form C, Line 3)	195,135
3) (2018) Reasonable Reserve for Payments for Year Following Next Calendar Year (Form C, Line 4)	1,956,708
4) (2016) Anticipated December 31st Balance (Form C, Line 6)	1,124,469

TAX RATE SUMMARY PAGE

INFORMAL TAX RATE CALCULATOR FILE

FOR POLITICAL SUBDIVISIONS OTHER THAN SCHOOLS LEVYING A SINGLE RATE ON ALL PROPERTY

(2016)

City of Raymore (Name of Political Subdivision)	09-019-0014 (Political Subdivision Code)	Park Revenue (Purpose of Levy)
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The information to complete the Tax Rate Summary Page is available from prior year forms, computed on the attached forms, or on this page.

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

For Political  
 Subdivision Use  
 in Calculating its  
 Tax Rate

A. <b>Prior Year Tax Rate Ceiling</b> as defined in Chapter 137, RSMo. Revised if the Prior Year Data Changed or a Voluntary Reduction was taken in a Non-Reassessment Year. (Prior Year Tax Rate Summary Page, Line F)	0.1249
B. <b>Current Year Rate Computed</b> Pursuant to Article X, Section 22 of the Missouri Constitution and Section 137.073, RSMo. <u>If no Voter Approved Increase</u> (Form A, Line 18)	0.1249
C. <b>Amount of Rate Increase Authorized by Voters for Current Year</b> (If Same Purpose) Greater of the Voter Approved Increase or Voter Approved Increase Adjusted to provide the revenue available if applied to prior assessment & increased by the CPI %. (Form B, Line 15)	
D. <b>Rate to Compare to Maximum Authorized Levy to Determine Tax Rate Ceiling</b> [Line B (if no election), Otherwise Line C (if there was an election)]	0.1249
E. <b>Maximum Authorized Levy</b> Enter the Most Recent Voter Approved Rate	0.1500
F. <b>Current Year Tax Rate Ceiling</b> (Lower of Line D or E) Maximum Legal Rate to Comply with Missouri Laws.	0.1249
G1. <b>Less Required Sales Tax Reduction</b> taken from Tax Rate Ceiling (Line F), If Applicable	
G2. <b>Less 20% Required Reduction 1st Class Charter County Political Subdivision NOT Submitting an Estimate Non-Binding Tax Rate to the County(ies)</b> taken from Tax Rate Ceiling (Line F).	
H. <b>Less Voluntary Reduction By Political Subdivision</b> taken from the Tax Rate Ceiling (Line F). NOTICE: A VOLUNTARY REDUCTION TAKEN IN AN EVEN-NUMBERED YEAR WILL LOWER THE TAX RATE CEILING FOR THE FOLLOWING YEAR	
I. <b>Plus Allowable Recoupment Rate</b> added to Tax Rate Ceiling (Line F). If Applicable (Attach Form G or H)	
J. <b>Tax Rate To Be Levied</b> (Line F - Line G1 - Line G2 - Line H + Line I)	
AA. <b>Rate To Be Levied For Debt Service</b> If Applicable (Form C, Line 10)	0.7170
BB. <b>Additional Special Purpose Rate Authorized By Voters</b> After the Prior Year Tax Rates were Set. Greater of the Voter Approved Increase or Voter Approved Increase Adjusted to provide the revenue available if applied to prior year assessment & increased by CPI %. (Form B, Line 15 if Different Purpose)	

NOTE: THIS IS AN INFORMAL TAX RATE CALCULATOR FILE INTENDED FOR POLITICAL SUBDIVISION PRELIMINARY CALCULATIONS ONLY. THIS FILE IS NOT INTENDED TO BE USED BY THE POLITICAL SUBDIVISION TO SUBMIT THEIR TAX RATE TO THE COUNTY.

ONLY THE PROFORMA PRINTED FROM THE STATE AUDITOR'S ON-LINE TAX RATE SYSTEM SHOULD BE SUBMITTED TO THE COUNTY TO SET THE FINAL TAX RATE.

IF THIS POLITICAL SUBDIVISION LEVIES A PROPERTY TAX RATE PARTIALLY OR WHOLLY IN CLAY COUNTY, JACKSON COUNTY, ST. LOUIS COUNTY, OR THE CITY OF ST. LOUIS AND CHANGES ARE NECESSARY TO THE 2016 TAX RATE FORMS, PLEASE LOG ONTO THE STATE AUDITOR'S TAX RATE SYSTEM AND ENTER UPDATED INFORMATION TO MAKE THOSE CHANGES AND SELECT SUBMIT. CONTACT THE STATE AUDITOR'S OFFICE IF YOU HAVE MISPLACED YOUR USER ID AND/OR PASSWORD.

OTHERWISE FOR POLITICAL SUBDIVISIONS NOT PARTIALLY IN CLAY COUNTY, JACKSON COUNTY, ST. LOUIS COUNTY, OR THE CITY OF ST. LOUIS CONTACT YOUR COUNTY CLERK(S) TO HAVE THEM LOG ONTO THE STATE AUDITOR'S TAX RATE SYSTEM TO MAKE ANY NECESSARY CHANGES.

INFORMAL TAX RATE CALCULATOR  
 COMPUTATION OF REASSESSMENT GROWTH AND RATE FOR COMPLIANCE  
 WITH ARTICLE X, SECTION 22 AND SECTION 137.073 RSMo

FORM A - FOR POLITICAL SUBDIVISIONS OTHER THAN SCHOOLS LEVYING A SINGLE RATE ON ALL PROPERTY

City of Raymore (Name of Political Subdivision)	09-019-0014 (Political Subdivision Code)	Park Revenue (Purpose of Levy)
<b>1. (2016) Current Year Assessed Valuation</b> Include the current state and locally assessed valuation obtained from the County Clerk, County Assessor, or comparable office finalized by the local board of equalization.		
(a) <u>247,157,220</u> (Real Estate)	+ (b) <u>43,745,234</u> (Personal Property)	= <u>290,902,454</u> (Total)
<b>2. Assessed Valuation of New Construction &amp; Improvements</b>		
2(a) - Obtained from the County Clerk or County Assessor.      2(b) - Increase in Personal Property. Use the formula listed under Line 2(b).		
(a) <u>6,312,469</u> (Real Estate)	+ (b) <u>499,628</u> Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) <b>If Line 2b is Negative, Enter Zero</b>	= <u>6,812,097</u> (Total)
<b>3. Assessed Value of Newly Added Territory</b> Obtained from the County Clerk or County Assessor.		
(a) <u>0</u> (Real Estate)	+ (b) <u>0</u> (Personal Property)	= <u>0</u> (Total)
<b>4. Adjusted Current Year Assessed Valuation</b> [Line 1 (Total) - Line 2 (Total) - Line 3(Total)]		
		<u>284,090,357</u>
<b>5. (2015) Prior Year Assessed Valuation</b> Include prior year locally assessed valuation obtained from the County Clerk, County Assessor, or comparable office <u>finalized by the local board of equalization</u> . <b>Note: If this is different than the amount on the Prior Year Form A, Line 1</b> , then revise the Prior Year tax rate form to re-calculate the Prior Year tax rate ceiling. Enter the revised Prior Year tax rate ceiling on this year's Tax Rate Summary Page, Line A.		
(a) <u>240,176,433</u> (Real Estate)	+ (b) <u>43,245,606</u> (Personal Property)	= <u>283,422,039</u> (Total)
<b>6. Assessed Value of Newly Separated Territory</b> Obtained from the County Clerk or County Assessor.		
(a) <u>0</u> (Real Estate)	+ (b) <u>0</u> (Personal Property)	= <u>0</u> (Total)
<b>7. Assessed Value of Property Locally Assessed in Prior Year, but State Assessed in Current Year</b> Obtained from the County Clerk or County Assessor.		
(a) <u>0</u> (Real Estate)	+ (b) <u>0</u> (Personal Property)	= <u>0</u> (Total)
<b>8. Adjusted Prior Year Assessed Valuation</b> [Line 5 (Total) - Line 6 (Total) - Line 7 (Total)]		
		<u>283,422,039</u>
Information on this tab takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information on the Informational Tax Rate Data tab provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).		For Political Subdivision Use in Calculating its Tax Rate
<b>9. Percentage Increase in Adjusted Valuation</b> of existing property in the current year over the prior year's assessed valuation. [(Line 4 - Line 8) / Line 8] x 100		
		<u>0.2358%</u>
<b>10. Increase in Consumer Price Index</b> as Certified by the State Tax Commission.		
		<u>0.7000%</u>
<b>11. Adjusted Prior Year Assessed Valuation</b> (Line 8)		
		<u>283,422,039</u>
<b>12. (2015) Tax Rate Ceiling from Prior Year</b> (Tax Rate Summary Page, Line A)		
		<u>0.1249</u>
<b>13. Maximum Prior Year Adjusted Revenue</b> from property that existed in both years. [(Line 11 x Line 12) / 100]		
		<u>353,994</u>
<b>14. Permitted Reassessment Revenue Growth</b>		
The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a zero for Line 14 purposes. Do not enter less than 0, nor more than 5%.		
		<u>0.2358%</u>
<b>15. Additional Reassessment Revenue Permitted</b> (Line 13 x Line 14)		
		<u>835</u>
<b>16. Total Revenue Permitted in Current Year</b> * from property that existed in both years. (Line 13 + Line 15)		
		<u>354,829</u>
<b>17. Adjusted Current Year Assessed Valuation</b> (Line 4)		
		<u>284,090,357</u>
<b>18. Maximum Tax Rate Permitted by Article X, Section 22 and Section 137.073 RSMo.</b> Round a fraction to the nearest one/one hundredth of a cent. Enter this rate on the Tax Rate Summary Page, Line B. [(Line 16 / Line 17) x 100]		
		<u>0.1249</u>

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

**INFORMAL TAX RATE CALCULATOR**  
**NEW VOTER APPROVED TAX RATE OR TAX RATE INCREASE**  
**FORM B - FOR POLITICAL SUBDIVISIONS OTHER THAN SCHOOLS LEVYING A SINGLE RATE ON ALL PROPERTY (2016)**

**INFORMAL TAX RATE CALCULATOR**  
**FORM B - FOR POLITICAL SUBDIVISIONS OTHER THAN SCHOOLS LEVYING A SINGLE RATE ON ALL PROPERTY (2016)**

City of Raymore <small>(Name of Political Subdivision)</small>	09-019-0014 <small>(Political Subdivision Code)</small>	Park Revenue <small>(Purpose of Levy)</small>
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Since the prior year tax rate computation, some political subdivisions may have held elections where the voters approved an increase in an existing tax or approved a new tax. Form B is designed to document the election.

1. **Date of Election** \_\_\_\_\_
2. **Ballot Language**  
 Attach a sample ballot or state the proposition posed to the voters exactly as it appeared on the ballot. \_\_\_\_\_
  
3. **Election Results**

	_____	_____
	(Yes)	(No)

4. **Expiration Date** (If no sunset clause in ballot, leave blank)  
 Enter the last year the levy will be in effect, if applicable. \_\_\_\_\_
5. **Amount of Increase Approved by Voters**  
 (An "Increase of" or an "Increase by")      **OR**      a. \_\_\_\_\_  
**Stated Rate Approved by Voters**  
 (An "Increase to")      b. \_\_\_\_\_

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

	_____
	For Political Subdivision Use in Calculating its Tax Rate

6. **Prior Year Tax Rate Ceiling or Voluntarily Reduced Rate to Apply Voter Approved Increase to.**  
 (Tax Rate Summary Page, Line A if Increase to an Existing Rate, Otherwise 0) \_\_\_\_\_
7. **Voter Approved Increased Tax Rate to Adjust**  
 (If an "Increase of" ballot, Line 5a + Line 6. If an "Increase to" ballot, Line 5b) \_\_\_\_\_
8. **Adjusted Prior Year Assessed Valuation**  
 (Form A, Line 8) \_\_\_\_\_
9. **Maximum Prior Year Adjusted Revenue** from property that existed in both years.  
 (Line 7 x Line 8 / 100) \_\_\_\_\_
10. **Consumer Price Index (CPI)**  
 as Certified by the State Tax Commission. 0.70%
11. **Permitted Revenue Growth for CPI**  
 (Line 9 x Line 10) \_\_\_\_\_
12. **Total Revenue Allowed from the Additional Voter Approved Increase** from property that existed in both years.  
 (Line 9 + Line 11) \_\_\_\_\_
13. **Adjusted Current Year Assessed Valuation**  
 (Form A, Line 4) \_\_\_\_\_
14. **Adjusted Voter Approved Increased Tax Rate**  
 This rate will allow the same revenue as applying the Voter Approved Rate (Line 7) to the Prior Year Assessed Value (Line 8) Increased by the CPI (Line 10). (Line 12 / Line 13 x 100) \_\_\_\_\_
15. **Amount of Rate Increase Authorized by Voters for the Current Year**  
 House Bill No. 506, passed in 2011, allows taxing authorities that passed a voter approved increase after August 27, 2008 to levy a rate that is the greater of the increase approved by voters (Line 7) or the adjusted voter approved increase (Line 14) in order to generate substantially the same revenue that would have been generated by applying the voter approved increase to the total assessed valuation at the time of the voter approval increased by the consumer price index (Line 10).  
 Enter this Rate Computed on the Tax Rate Summary Page, Line C if increasing an existing levy, Otherwise, on the Tax Rate Summary Page, Line BB if this is a new or a temporary rate increase.  
 (If Line 7 > Line 14, then Line 7, Otherwise, Line 14) \_\_\_\_\_

**INFORMAL TAX RATE CALCULATOR FILE**  
**DEBT SERVICE CALCULATION FOR GENERAL OBLIGATION BONDS**  
**PAID FOR WITH PROPERTY TAXES**  
**FORM C - FOR POLITICAL SUBDIVISIONS OTHER THAN SCHOOLS LEVYING A SINGLE RATE ON ALL PROPERTY**

City of Raymore (Name of Political Subdivision)	09-019-0014 (Political Subdivision Code)	Debt Service (Purpose of Levy)
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The tax rate for Debt Service will be considered valid if, after making the payment(s) for which the tax was levied, the bonds remain outstanding, and the debt fund reserves do not exceed the following year's payments.

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

1. <b>**Total current year assessed valuation</b> obtained from the County Clerk or Assessor. (Form A, Line 1 Total)	290,902,454
2. <b>**Amount required to pay debt service requirements during the next calendar year</b> (i.e. Use January 2017 – December 2017 payments to complete the 2016 Form C). Include the principal and interest payments due on outstanding general obligation bond issues plus anticipated fees of any transfer agent or paying agent due during the next calendar year.	1,951,353
3. <b>**Estimated costs of collection (collector fees and commissions and Assessment Fund withholdings) and anticipated delinquencies.</b> Experience in prior years is the best guide for estimating un-collectible taxes. (Usually 2% to 10% of Line 2 above)	195,135
4. <b>**Reasonable reserve up to one year's payment</b> It is important that the Debt Service Fund have sufficient reserves to prevent any default on the bonds. Include payments for the year following the next calendar year accounted for on Line 2. (i.e. Use January 2018 – December 2018 payments to complete the 2016 Form C).	1,956,708
5. <b>Total required for debt service</b> (Line 2 + Line 3 + Line 4)	4,103,196
6. <b>**Anticipated balance at end of current calendar year.</b> Show the anticipated bank or fund balance at December 31st of this year (this will equal the current balance minus the amount of any principal or interest due before December 31st plus any estimated investment earning Due before December 31st). Do not add the anticipated collections of this tax into this amount.	1,124,469
7. <b>Property tax revenue required for debt service</b> (Line 5 - Line 6) Line 6 is subtracted from Line 5 because the debt service fund is only allowed to have the payments required for the next calendar year (Line 2) and the reasonable reserve of the following year's payment (Line 4). Any current balance in the fund is already available to meet these requirements so it is deducted from the total revenues required for Debt Service Purposes.	2,978,727
8. <b>Computation of debt service tax rate</b> [(Line 7 / Line 1) x 100] Round a fraction to the nearest one/one hundredth of a cent.	1.0240
9. <b>Less Voluntary Reduction By Political Subdivision</b>	0.3070
10. <b>Actual rate to be levied for debt service purposes *</b> (Line 8 - Line 9) <b>Enter this rate on Line AA of the Tax Rate Summary Page.</b>	0.7170

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

\*\* - Mandatory Required Fields to Complete

## Informational Tax Rate Data

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.

Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior Year  
 Tax Rate Ceiling as if  
 No Voluntary Reductions  
 were Taken in a Prior  
 Even Numbered Year

### Informational Tax Rate Summary Page Information

A. <b>Prior Year Tax Rate Ceiling</b> (Prior Year Informational Tax Rate Data, Line F)	0.1306
B. <b>Current Year Rate Computed</b> (Informational Form A, Line 18 below)	0.1306
C. <b>Amount of Increase Authorized by Voters for Current Year</b> (Informational Form B, Line 15 below)	
D. <b>Rate to Compare to Maximum Authorized Levy</b> [Line B (if no election), Otherwise Line C (if there was an elections)]	0.1306
E. <b>Maximum Authorized Levy</b> (Most Recent Voter Approved Rate)	0.1500
F. <b>Tax Rate Ceiling if No Voluntary Reductions were Taken in a Prior Even Numbered Year</b> (Lower of Line D or E)	<u>0.1306</u>

### Informational Form A, Lines 9-18

9. <b>Percentage Increase in Adjusted Valuation</b> [(Form A, Line 4 - Line 8) / Line 8 x 100]	0.2358%
10. <b>Increase in Consumer Price Index</b> as Certified by the State Tax Commission.	<b>0.7000%</b>
11. <b>Adjusted Prior Year Assessed Valuation</b> (Form A, Line 8)	283,422,039
12. <b>(2015) Tax Rate Ceiling From Prior Year</b> (Informational Summary Page, Line A from above)	0.1306
13. <b>Maximum Prior Year Adjusted Revenue</b> from property that existed in both years. [(Line 11 x Line 12) / 100]	370,149
14. <b>Permitted Reassessment Revenue Growth</b> <small>The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%.          A negative figure on Line 9 is treated as a zero for Line 14 purposes. Do not enter less than 0, nor more than 5%.</small>	0.2358%
15. <b>Additional Reassessment Revenue Permitted</b> (Line 13 x Line 14)	873
16. <b>Total Revenue Permitted in Current Year</b> from property that existed in both years. (Line 13 + Line 15)	371,022
17. <b>Adjusted Current Year Assessed Valuation</b> (Form A, Line 4)	284,090,357
18. <b>Maximum Tax Rate Permitted by Article X, Section 22 and Section 137.073 RSMo. If No Voluntary Reduction was Taken</b> [(Line 16 / Line 17) x 100] Enter this rate on the Informational Data Page, Line B Above.	0.1306

### Informational Form B, Lines 6-15

6. <b>Prior Year Tax Rate Ceiling to Apply Voter Approved Increase to.</b> <small>(Informational Tax Rate Summary Page, Line A if Increase to an Existing Rate, Otherwise 0)</small>	
7. <b>Voter Approved Increased Tax Rate to Adjust</b> <small>(If an "Increase of" ballot, Line 5a + Line 6. If an "Increase to" ballot, Line 5b)</small>	
8. <b>Adjusted Prior Year Assessed Valuation</b> (Form A, Line 8)	
9. <b>Maximum Prior Year Adjusted Revenue</b> from property that existed in both years. (Line 7 x Line 8 / 100)	
10. <b>Consumer Price Index (CPI)</b> as Certified by the State Tax Commission.	<b>0.7000%</b>
11. <b>Permitted Revenue Growth for CPI</b> (Line 9 x Line 10)	
12. <b>Total Revenue Allowed from the Additional Voter Approved Increase</b> <small>from property that existed in both years. (Line 9 + Line 11)</small>	
13. <b>Adjusted Current Year Assessed Valuation</b> (Form A, Line 4)	
14. <b>Adjusted Voter Approved Increased Tax Rate</b> (Line 12 / Line 13 x 100)	
15. <b>Amount of Rate Increase Authorized by Voters for the Current Year</b> <small>(If Line 7 &gt; Line 14, then Line 7, Otherwise, Line 14)</small>	

**BILL 3198**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS AND CANDIDATES FOR ELECTIVE OFFICES."**

**WHEREAS**, as outlined in Sections 105.483 and 105.485.4 of the State Statutes, a political subdivision with an annual budget in excess of one million dollars may adopt an Ordinance at an open meeting to submit to the Missouri Ethics Commission no later than September 15, 2016 establishing and making public our method of disclosing potential conflicts of interest.

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

Section 1. Declaration of Policy

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office shall not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2. Conflicts of Interest

- a. All elected and appointed officials as well as employees of a political subdivision must comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order, or Ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly, or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or

remuneration of \$5,000 or more, per year from any individual partnership, organization, or association within any calendar year.

### Section 3. Disclosure Reports

Each elected official, candidate for elective office, the Chief Administrative Officer, the Chief Purchasing Officer, and the full-time general counsel shall disclose the following information by May 1, if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, in any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee, or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee, or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The chief administrative officer and the chief purchasing officer also shall disclose by May 1 for the previous calendar year the following information:
  1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
  2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned

two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 4. Filing of Reports.

The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

- a. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interest acquired after December 31 of the covered year until the date of filing of the financial interest statement.
- b. Each person appointed to office shall file the statement within thirty days of such appointment or employment;
- c. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5. Filing of Ordinance. A certified copy of this Ordinance, adopted prior to September 15th, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

Section 6. 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 7. 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 8TH DAY OF AUGUST, 2016.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF AUGUST, 2016 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke, III  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg  
Councilmember Moorhead

ATTEST:

APPROVE:

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

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

# **New Business**





**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: August 22, 2016

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Community Development

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

**TITLE / ISSUE / REQUEST**

Bill 3174 Request Council to permanently close and remove the access drive from Foxwood Drive (Missouri 58 Highway) to 1918 W. Foxwood Drive (formerly Ryan's Restaurant)
--

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
n/a	n/a

**STAFF RECOMMENDATION**

Approval
----------

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:	Planning and Zoning Commission
Date:	August 21, 2016
Action/Vote:	Approved, 7-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report Minutes from 6.21.16 Planning Commission meeting Minutes from 8.16.16 Planning Commission meeting
--

REVIEWED BY:

Jim Feuerborn
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## BACKGROUND / JUSTIFICATION

The Public Works Director has submitted a request to permanently close and remove the access drive from Foxwood Drive (Missouri 58 Highway) to 1918 W. Foxwood Drive, formerly occupied by Ryan's Restaurant. The Planning and Zoning Commission, at its June 21, 2016 meeting, recommended the permanent closure and removal of the access drive.

The City Attorney has been in discussions with Curt Peterson, legal counsel for property owner Realty Income Corporation regarding this request. Mr. Peterson appeared at the June 21st Planning Commission meeting and provided testimony on behalf of the property owner.

City staff, in discussions with the City Attorney, have identified four options available to the Council regarding the request to close and remove the access:

1. Leave the access drive open;
2. Permanently close and remove the access drive;
3. Negotiate an agreement to close and remove the access drive with the commitment that a future access drive could be constructed at the midpoint of the lot between existing Kentucky Road and the new road to the east of the site; or
4. Dismiss the application and proceed under the condemnation statute to remove the access.

Mr. Peterson, in his testimony before the Planning and Zoning Commission, did indicate that legal action may be taken if the City proceeds with removing the access without an agreement on a future access drive to the property from Foxwood Drive.

On July 6, 2016 City staff met with the proprietors of a Chinese buffet restaurant that has signed a 8-year lease to occupy the building. Occupancy is expected in approximately 90 days. The proprietors were advised of the pending action on the access drive.

At its July 11, 2016 meeting City Council was advised by staff that due to an error that had been identified in a survey document that was relied upon that the property owner to the east of the subject property and the holder of easement rights to the access drive were not notified of the public hearing. City Council remanded the application back to the Planning and Zoning Commission to reopen the public hearing and hear additional testimony.

At its August 16, 2016 meeting the Planning and Zoning Commission recommended the permanent closure and removal of the access drive.

**BILL 3174**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE PERMANENT CLOSURE AND REMOVAL OF THE ACCESS DRIVE FROM FOXWOOD DRIVE (MISSOURI 58 HIGHWAY) TO 1918 W. FOXWOOD DRIVE, FORMERLY OCCUPIED BY RYAN’S RESTAURANT.”**

**WHEREAS**, after a public hearing was held on June 21, 2016 and on August 16, 2016, as required by Chapter 530 of the Raymore City Code, the Planning and Zoning Commission has submitted its recommendation to permanently close and remove the access drive 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 Chapter 530 of the Raymore City Code, has held a public hearing on August 22, 2016, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing; and

**WHEREAS**, the City Council of the City of Raymore, Missouri finds and declares that the authorization for the permanent closure and removal of the access drive is done in the pursuance of and for the purpose of securing and promoting the public health, safety and general welfare of persons in the City of Raymore.

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

Section 1. The City Council hereby makes its findings of fact on the application and approves the recommendation of the Planning and Zoning Commission.

Section 2. The City Public Works Director is hereby authorized to permanently close and remove the access drive from Foxwood Drive (Missouri 58 Highway) to 1918 W. Foxwood Drive (formerly occupied by Ryan’s Restaurant).

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 22ND DAY OF AUGUST, 2016.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF SEPTEMBER, 2016 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke, III  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg  
Councilmember Moorhead

ATTEST:

APPROVE:

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

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



**To:** City Council  
**From:** Planning and Zoning Commission  
**Date:** August 22, 2016  
**Re:** Case #16010 - Closure of Ryan's Access

## GENERAL INFORMATION

**Applicant:** City of Raymore

**Property Owner:** Realty Income Corporation  
11995 El Camino Real  
San Diego, CA 92130

**Requested Action:** Request for permanent closure and removal of the access drive from 58 Highway to the former Ryan's Restaurant at 1918 W. Foxwood Drive

**Property Location:** 1918 W. Foxwood Drive

**Aerial Photograph:**



## Proposed Access Modification:

Section 530.010 of the Raymore City Code states the City of Raymore shall have exclusive control over its public highways, streets, avenues, alleys, public places or any other public ways and shall have exclusive power to vacate, abandon or change any public highway, street, avenue, alley or public place or part thereof. The code indicates no public street shall be vacated, narrowed, relocated, extended, removed, widened, accepted, acquired, changed in use, sold or leased until it has been submitted to and approved by the Planning Commission after a public hearing.

The proposed permanent closure and removal of the existing access drive from West Foxwood Drive (Missouri 58 Highway) to the former Ryan's Restaurant located at 1918 W. Foxwood Drive is deemed by staff to be a change in use in the street right-of-way and requires a public hearing, recommendation by the Planning Commission, and approval by the City Council.



**Advertisement:** May 19, 2016 Journal Newspaper  
May 26, 2016 Journal Newspaper  
June 23, 2016 Journal Newspaper  
July 21, 2016 Journal Newspaper  
July 28, 2016 Journal Newspaper  
August 4, 2016 Journal Newspaper

**Public Hearing:** June 7, 2016 Planning and Zoning Commission (continued to June 21, 2016 Planning and Zoning Commission meeting)  
July 11, 2016 City Council  
August 16, 2016 Planning and Zoning Commission  
August 22, 2016 City Council

**Items of Record:** **Exhibit 1. Mailed notices to adjoining property owners**  
**Exhibit 2. Notice of publication in The Journal**  
**Exhibit 3. Unified Development Code**  
**Exhibit 4. Growth Management Plan**  
**Exhibit 5. Missouri 58 Access Management Map**  
**Exhibit 6. Staff Report**  
**Exhibit 7. Planning and Zoning Commission minutes, 6/21/16 and 8/16/16**

**Additional exhibits as presented during the hearing**

## **ACCESS MODIFICATION REQUIREMENTS AND STANDARDS**

In order for the City to permanently close and remove the access drive the procedures outlined in Section 530.010 must be followed.

### **Section 530.010: Procedures for Vacation and Other Street Changes**

- A. The City of Raymore shall have exclusive control over its public highways, streets, avenues, alleys, public places or any other public ways and shall have exclusive power to vacate, abandon or change any public highway, street, avenue, alley or public place or part thereof. The word "*street*" shall be used to include all such public ways and places as listed above. It shall also include the entire right-of-way, both the improved and unimproved areas. The term "*public highway*" shall also include any part of a State highway under local control and maintenance.
- B. *Vacation Of Street—Generally.*
1. No vacation of a street shall take place, unless the consent of the persons owning two-thirds (2/3) of the property immediately adjoining has been obtained in writing, which consent shall be acknowledged before a Notary Public and filed for record in the Recorder of Deeds office. If the street is vacated, all title thereto shall vest in the person owning the property on each side thereof in equal proportions according to the length or breathe of such ground, as the same may border on such street.
  2. No public street shall be vacated, narrowed, relocated, extended, removed, widened, accepted, acquired, changed in use, sold or leased until it has been submitted to and approved by the Planning Commission after a public hearing. This hearing may not be combined with any other public hearing or with site plan approval. In case of disapproval, the Planning Commission shall communicate its reasons to the Council. Failure of the

Commission to act within sixty (60) days after date of official submission to it shall be deemed approval.

3. After holding a public hearing the City Council, by a vote of not less than two-thirds (2/3) of its entire membership, may overrule the disapproval of the Commission and, upon the overruling, the Council or appropriate board or officer may proceed.
- C. *Public Hearing.*
1. All applications for street changes as outlined in Subsection (B), Paragraph (2), above, may only be considered at a public hearing following notice to surrounding property owners. Due to the very short length of the blocks and from sixty-seven (67) to seventy-two (72) foot right-of-ways in the Original Town of Raymore any application regarding a single block of a street or streets in the area bounded by Madison, Elm, Walnut and Monroe must include the entire street within that area with all surrounding property owners receiving notice.
  2. Notice shall be published for two (2) consecutive weeks in the official City newspaper. The notice shall state the application has been filed in the office of the City Clerk, describing the property fully and that a hearing thereon before the Planning Commission will be held on a date certain after the completion of such publication notice, naming the day on which the hearing will be held and that at such time and place all persons interested can appear and be heard concerning the application.
- D. No public street including that part of a State highway under local control and maintenance shall have any obstruction or encroachment, which threatens or causes a condition which threatens public health or safety. Said obstruction or encroachment may be removed within thirty (30) days after a written protest by at least fifty (50) registered voters of the City of Raymore and a public hearing and vote of the City Council. This does not apply to any temporary obstructions of three (3) months or less duration due to street repair.
- E. Before final plat approval, the Council may, at its discretion, require such changes or alterations thereon as may be found necessary to make such map or plat conform to any street development plan which may have been adopted or appear desirable, and to the requirements of the duly enacted ordinances of the City of Raymore relating to the laying out and platting of subdivisions of land within the City limits.

## **PREVIOUS ACTIONS ON THE PROPERTY**

1. The initial site plan for Ryan's Restaurant was approved by the City in 1995. The site had 2 access drives onto Kentucky Road. There was no access directly to Missouri 58 Highway.
2. In 1996 the City began planning improvements to widen Missouri 58 Highway. Part of the design process was for the southernmost access drive onto Kentucky Road be removed and a new access, to be shared with the undeveloped land to the east of the Ryan's Restaurant, be added along 58 Highway.

3. In 2001 the final plan for the access drive onto 58 Highway as it exists today was approved.
4. In 2010 the City approved the Raymore Galleria North First Final Plat. This plat included right-of-way for the relocation of Kentucky Road to align with the access drive to the Raymore Galleria shopping center on the south side of 58 Highway.
5. The segment of relocated Kentucky Road immediately east of Ryan's Restaurant and the traffic signal were accepted by City Council in November of 2011.
6. In 2016 the City of Raymore completed construction of an access drive from the north portion of the Ryan's parking lot to connect with relocated Kentucky Road. This access drive allows users of the Ryan's parking lot to access relocated Kentucky Road and the traffic signal on 58 Highway.
7. On May 5, 2016 the Public Works Director authorized the placement of barricades to temporarily close the access drive to 1918 W. Foxwood Drive onto 58 Highway due to safety concerns.

## STAFF COMMENTS

1. The access drive to Ryan's Restaurant on 58 Highway is approximately 30 feet west of relocated Kentucky Road, as illustrated below:



2. The location of the Ryan's access drive to the relocated Kentucky Road intersection has resulted in a number of traffic issues which the City is seeking to address by removal of the access drive. The Raymore Police Department has

reported that, over the past several years, the number of traffic accidents at the access drive has increased. The increase has been attributed to the close proximity of the access drive to the intersection and not just to statistical increases in traffic volume along 58 Highway.

3. Accidents at the access drive have occurred when vehicles attempt to turn left onto the property from eastbound 58 Highway prior to the intersection of relocated Kentucky Road. In doing so, the vehicles attempting to access the property have inadvertently blocked vehicles attempting to turn northbound at the intersection. The Raymore Police Department has also reported incidents where vehicles turning left onto the property from eastbound 58 Highway have blocked the through lane as they attempt to merge ahead of vehicles waiting to turn left at the intersection.
4. For westbound traffic on 58 Highway the Police Department has reported accidents caused by vehicles slowing down to make a right-hand turn onto the property as soon as they have traversed the intersection. The accidents involve individuals who have been heading westbound on 58 Highway and those merging onto westbound 58 Highway from the north.
5. In order to address the safety concerns while providing adequate access to the Ryan's property the City, at its cost, constructed an access drive from the north side of the Ryan's parking lot to relocated Kentucky Road. The access drive aligns with the private road that provides access to Firestone Auto Center and Belfonte's Car Wash.
6. City staff is proposing to permanently close and remove the access drive when resurfacing of 58 Highway occurs this summer. The work would include new curb and sidewalk within the street right-of-way; installation of new curb in the Ryan's parking lot where the access drive is currently located; and grading and seeding of the disturbed areas.
7. On February 24, 2016 the City Attorney made initial contact with the property owner regarding the City's desire to close and remove the access drive. On May 20, 2016 the City Attorney provided notice of the public hearing to be held by the Planning and Zoning Commission on June 7th regarding the proposal to close the access drive.

## **PLANNING COMMISSION PROPOSED FINDINGS OF FACT**

1. The location of the access drive to 1918 W. Foxwood Drive off Missouri 58 Highway is located too close to the intersection of relocated Kentucky Road and 58 Highway. The City Transportation Master Plan indicates access points along major arterials (58 Highway) should be limited to one-eighth mile.

2. A traffic signal exists at the intersection of relocated Kentucky Road and 58 Highway. This signal allows for safe and controlled turning movements to occur onto and off of 58 Highway.
3. An access drive from relocated Kentucky Road was installed to provide direct access from relocated Kentucky Road (classified as a minor arterial) to the parking lot at 1918 W. Foxwood Drive. With this new access drive there remain two access points to the parking lot if the access drive to 58 Highway is permanently closed and removed.
4. Traffic accident data provided by the Raymore Police Department indicate that accidents have occurred due to the close proximity of the access drive to 1918 W. Foxwood Drive and 58 Highway to the signalized intersection at relocated Kentucky Road.
5. With the approval by Raymore voters of the issuance of General Obligation bonds, relocated Kentucky Road will be completed and become a vital north/south route for motorists to utilize. Traffic volume will increase and the new access drive to the parking lot will become a major entrance for the site.

## REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	June 7, 2016 June 21, 2016	July 11, 2016	
Public Hearing	August 16, 2016	August 22, 2016	September 12, 2016

## PREVIOUS PLANNING AND ZONING COMMISSION ACTION

The Planning and Zoning Commission at its June 7, 2016 meeting voted 8-0 to continue the public hearing and table consideration of Case #16010 to the June 21, 2016 Commission meeting. Prior to the meeting the applicant had requested continuation of the hearing.

## STAFF RECOMMENDATION

The staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #16010, permanent closure and removal of the

access drive from 1918 W. Foxwood Drive to 58 Highway, to the City Council with a recommendation to permanently close and remove the access drive.

### **PLANNING AND ZONING COMMISSION ACTION - 6/21/2016**

The Planning and Zoning Commission, at its June 21, 2016 meeting, voted 6-0 to accept the staff proposed findings of fact and forward Case #16010, permanent closure and removal of the access drive from 1918 W. Foxwood Drive to 58 Highway, to the City Council with a recommendation to permanently close and remove the access drive.

### **CITY COUNCIL ACTION - 7/11/2016**

The City Council, at its July 11, 2016 meeting, voted 8-0 to remand Case #16010, permanent closure and removal of the access drive from 1918 W. Foxwood Drive to 58 Highway, back to the Planning and Zoning Commission for further consideration and public testimony.

### **PLANNING AND ZONING COMMISSION RECOMMENDATION**

Upon remand from the City Council the Planning and Zoning Commission, at its August 16, 2016 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case #16010, permanent closure and removal of the access drive from 1918 W. Foxwood Drive to 58 Highway, to the City Council with a recommendation to permanently close and remove the access drive.



Published Date:  
05/17/2016

### Legend

-  Arterial access provided
-  Arterial access removed



# M058

## RAYMORE, MISSOURI

# Access Management

## PLANNING AND ZONING COMMISSION MEETING MINUTES EXCERPT

June 21, 2016

### 7. New Business

#### A. Case #16010 – Request to permanently close and remove the access drive from 1918 W. Foxwood Drive to Missouri 58 Highway (public hearing)

Jim Cadoret, Community Development Director for Raymore, provided the staff report. Mr. Cadoret stated the application was filed by the City Public Works Director and is a request to permanently close and remove the access drive from 58 Highway to the former Ryan's restaurant at 1918 W. Foxwood Drive. The applicable section of City Code is 530.010. City staff made the determination that the request to close the access is a change in use in the street right-of-way and requires a public hearing, recommendation by the Planning and Zoning Commission, and approval by the City Council.

The application does require a public hearing and it was advertised in the May 19 and May 26, 2016 Journal newspaper. Mr. Cadoret entered into the record the mailed notices to adjoining property owners; notice of publication in the Journal; Unified Development Code; Growth Management Plan; Missouri 58 Access Management map, and the staff report. Staff did outline the access modification requirements and standards in the staff report. Mr. Cadoret indicated the current access drive is approximately 30-40 feet west of the curb line of relocated Kentucky Road to the east. The location of the current access drive has resulted in a number of traffic issues which the City is seeking to address by removal of the access drive.

Mr. Cadoret stated that in order to address the safety concerns while providing adequate access to the Ryan's property the City, at its cost, constructed an access drive from the north side of the Ryan's parking lot to relocated Kentucky Road. The access drive aligns with the private road that provides access to Firestone Auto Center and Belfonte's Car Wash.

Mr. Cadoret stated that staff has submitted proposed findings of fact for the Commission to consider and the staff recommends the Planning and Zoning Commission accept those proposed findings and forward Case #16010, permanent closure and removal of the access drive from 1918 W. Foxwood Drive to 58 Highway, to the City Council with a recommendation to permanently close and remove the access drive.

Mike Krass, City Public Works Director, provided the history of the access drive. The access was constructed as part of Ryan's after 58 Highway was widened. This access was supposed to be a shared access with the tract of land to the east of Ryan's. The access was never supposed to provide sole access to Ryan's off 58 Highway.

Mr. Krass stated that Galleria North came in with plans at the same time a traffic plan was being done for 58 Highway. This traffic study and the Galleria North plans led to relocated Kentucky Road. The City wanted to mitigate traffic congestion and safety concerns on 58 Highway. The City population has nearly doubled since the access was installed and traffic congestion has increased on 58 Highway.

Mr. Krass stated that the access doesn't meet current separation guidelines. The intent of the access was to be a shared access. Mr. Krass also stated the City has provided an additional

access and the relocated Kentucky Road has been adequately spaced away from the existing Kentucky Road.

Mr. Krass stated that as traffic has grown on 58 Highway this access driveway location has outlived its usefulness.

City Police Chief Jan Zimmerman indicated that her part of this request is safety. She did a quick study of accidents in the vicinity of the access drive and there were 35 motor vehicle accidents over the last 2 years in the 500 feet between Kentucky and the relocated road to the east of Ryan's. This area is 2nd only to the intersection of Dean and 58 Highway in accidents. The Dean intersection is only 400 feet west of the access drive and the accident counts do not include the north side of 58 Highway west of Kentucky Road since Belton responds to those accidents.

Chief Zimmerman stated only 2 of the 35 accidents occurred outside of business hours, so most accidents are happening during daylight business hours.

Chief Zimmerman stated unrestricted access is always problematic. Even with the stop sign located at Kentucky Road several accidents have occurred because vehicles fail to yield the right-of-way.

A significant number of accidents were rear-end or lane-change accidents because the driver was distracted. There is a lot going on in that area, such as drivers looking for businesses to get to; looking for an address; or simply changing lanes to get to where they need to.

Chief Zimmerman stated restricting access would be beneficial to the Police Department.

Commissioner Bowie asked how many accidents were directly or indirectly from this access drive.

Chief Zimmerman stated none where anyone was coming out of the entryway. Many accidents were in front of the access drive or coming off of Kentucky Road.

*Chairman Faulkner opened the floor to the public at 7:19 p.m.*

Curt Peterson, Polsinelli Law Firm, 6201 College Avenue, Overland Park, Kansas, on behalf of our client Realty Income, who is the property owner. Mr. Petereson stated the property owner is opposed under the current procedure to close the access. There have been discussions with Mr. Zerr on this matter.

Mr. Peterson stated Realty Income purchased the property in November of 2006. The access drive was installed around 2001. Location is king and access is prince. Direct access is very important for retail and restaurant uses. Realty Income never considered that the City could come in and just close the access without any offsetting compensation or alternate access points. This will limit the pool of tenants and push down the rent they can get.

Mr. Peterson stated the traffic problem was exasperated by future development around new Kentucky, which was a decision made by the City. From our prospective the City has favored future development to the detriment of my client.

Mr. Peterson stated the City is using a vacation of right-of-way process when in fact this is just a closure of a private access point. This is what the eminent domain statute is for, but there are procedures that have to be followed.

Mr. Peterson stated Realty Income is thankful for the dialogue with the City but is disappointed with a few of the City's actions on this. The City contacted Realty Income about adding a new access drive on the rear of the property, never mentioning the intent of closing the access onto 58 Highway. Fairly quickly after establishing the rear access the City came forward with its intent to close the 58 Highway access.

Mr. Peterson stated the City did reach out and ask to temporarily close the access, but before that dialogue concluded the barricades were installed.

Realty Income believes the City has done a taking and affected the value of the property. If the City does close this access the property owner would most likely have to take legal action. We found no case on point in Missouri interpreting the law to specifically allow this action. We see medians installed without compensation but nothing where the taking away of an access point is allowed.

Mr. Peterson stated Realty Income would welcome and are talking with staff about is that as the owner seeks redevelopment and creating two sites that a mid-block access point be created to serve the new development.

Commissioner Crain asked Mr. Zerr that the Commission is just looking to close the access drive. The mechanics of how the access is closed is up to the City.

City Attorney Jonathan Zerr stated the analysis of the Commission is the health, safety and welfare considerations for the City. Mr. Peterson brought up several legal issues that the staff can work through. The safety aspects of this is up to the Commission to determine.

Commissioner Crain stated we have talked for many years how dangerous this area is and understand what the Police Chief is stating.

Commissioner Sarsfield stated as far as access to Ryan's, the two new buildings to the east, Firestone and the car wash, have access to the rear of their property and use the relocated Kentucky Road and it doesn't seem to affect their business at all. Ryan's has benefit from the new access to the rear and will still have 2 access drives.

Mr. Krass clarified that the new Ryan's access to the east has been completed.

Commissioner Sarsfield stated that Ryan's has two access points and Firestone and the car wash actually only have one access.

Mr. Krass stated Ryan's has 3 current access points.

Chairman Faulkner clarified that one of the 3 access points to Ryan's has barricades.

*Chairman Faulkner closed the floor to the public, and closed the public hearing, at 7:34 p.m.*

**Motion by Commissioner Crain, Second by Commissioner Bowie to accept the staff proposed findings of fact and forward case #16010, permanent closure and removal of the access drive from 1918 W. Foxwood Drive to 58 Highway, to the City Council with a recommendation to permanently close and remove the access drive.**

City Attorney Jonathan Zerr stated that we have 6 Commission members present and for purpose of passage it would take a majority of all Commission members to approve the motion.

Chairman Faulkner stated it would take 5 members this evening to approve the motion.

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Anderson	Absent
Commissioner Berendzen	Absent
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Absent
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

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

## PLANNING AND ZONING COMMISSION MEETING MINUTES EXCERPT

August 16, 2016

### 7. Old Business

#### **A. Case #16010 – Request to permanently close and remove the access drive from 1918 W. Foxwood Drive to Missouri 58 Highway (remanded from City Council to reopen public hearing to consider additional testimony)**

Jim Cadoret, Community Development Director for Raymore, provided the staff report. Mr. Cadoret stated that the Planning and Zoning Commission had previously recommended the permanent closure and removal of the access drive to the City Council. Prior to the City Council meeting Mike Krass, the City Public Works Director and myself were preparing for the Council hearing and discovered a potential error in a survey document that was relied upon to determine the eastern property line of the subject property. The potential error was later confirmed by Mike Huffman, the City's surveying contractor. The specific error is that the point of beginning utilized to determine the property boundary was forty-feet east of the section corner, which is where the survey should have started. This error shifted the eastern property line forty-feet to the east. When corrected (property line shifted forty feet west to where it should be) the actual property line divides the access drive. The east one-half of the access drive is owned separately from the west one-half. No notice was provided to the owner of the east half of the access drive.

Mr. Cadoret stated he verbally spoke with one of the partners of North Raymore 58 Equity Partners, owners of the land to the east of the subject property and holders of an access easement on the subject property, but has not heard from that owner since.

Mr. Cadoret stated the request for this evening is to reopen the public hearing and hear any additional testimony on the request.

Jonathan Zerr, Raymore City Attorney, stated he has spoken with legal counsel for the property owner regarding the matter. Mr. Zerr indicated he wanted to ensure all affected property owners were provided due notice and opportunity to be heard and that he had recommended that the matter be remanded back to the Commission.

*Chairman Faulkner opened the floor to the public, and opened the public hearing, at 7:14 p.m.*

No comments were made.

*Chairman Faulkner closed the floor to the public, and closed the public hearing, at 7:15 p.m.*

Mayor Turnbow asked if previous comments that had been made regarding this application are still part of the record.

Mr. Zerr stated that yes, all previous testimony on the application remains valid and part of the record.

Commissioner Anderson indicated that the additional dates when public hearings are held need to be added to the staff report. Mr. Cadoret stated that he would correct the staff report.

**Motion by Commissioner Anderson, Second by Commissioner Crain to accept the staff proposed findings of fact and forward case #16010, permanent closure and removal of the access drive from 1918 W. Foxwood Drive to 58 Highway, to the City Council with a recommendation to permanently close and remove the access drive.**

Mayor Turnbow asked if Mr. Krass had any additional comments on the application.

Mr. Krass stated he concurred with staff comments and the staff recommendation.

Commissioner Berendzen asked if the application is approved how long it would take to permanently close the access drive.

Mr. Krass stated that as part of the G.O. Bond that was approved by the voters is a project to pave 58 Highway, including some improvements to the curb and sidewalks along the road. The closure of the access drive was included in the bid process for the project. It is anticipated that the project will be presented to the City Council in September for approval with the actual work being completed in October..

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Anderson	Aye
Commissioner Berendzen	Aye
Commissioner Bowie	Absent
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Absent
Mayor Turnbow	Aye

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



## RESOLUTION 16-40

**“A RESOLUTION OF THE RAYMORE, MISSOURI CITY COUNCIL APPROVING APPOINTMENTS TO THE CHARTER REVIEW COMMISSION AS REQUIRED BY SECTION 14.8 OF THE RAYMORE CITY CHARTER.”**

**WHEREAS**, Raymore City Charter Section 14.8 provides that from time to time, but no less often than every ten (10) years, the Council shall provide for a Charter Review Commission to review the City Charter and to recommend to the voters of the City any proposed amendments to the Charter; and

**WHEREAS**, the City Charter was adopted in 1997, reviewed in 2008 and the City Council finds that a review of the City Charter shall now be conducted again; and

**WHEREAS**, The City Council approved Resolution 16-27 which established procedures and a schedule to appoint nine members to serve on the Raymore Charter Review Commission; and

**WHEREAS**, at the August 1, 2016 City Council work session, the City Council submitted the names of eight candidates and the Mayor submitted one name as a candidate.

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

Section 1. The City Council approves the appointment of the following persons to serve on the Raymore Charter Review Commission:

Sheldon Castleman	Ward 1
Tim Stidham	Ward 1
Stephanie Dareing	Ward 2
Joseph Burke, III	Ward 2
Derek Moorhead	Ward 2
Michael Wilson	Ward 3
Matthew Wiggins	Ward 3
Charlene Hubach	Ward 4
Calvin Acklin	Ward 4

Section 2. The Charter Review Commission shall begin their review on September 8, 2016 and submit any proposed amendments to the City Council in June 2017.

Section 3. This Resolution shall become effective on September 1, 2016.

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

**DULY READ AND PASSED THIS 22ND DAY OF AUGUST, 2016 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke, III  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg  
Councilmember Moorhead

ATTEST:

APPROVE:

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

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

## RESOLUTION 16-27

**“A RESOLUTION OF THE RAYMORE, MISSOURI CITY COUNCIL PROVIDING A PROCEDURE AND SCHEDULE FOR ESTABLISHING THE CHARTER REVIEW COMMISSION AS REQUIRED BY SECTION 14.8 OF THE RAYMORE CITY CHARTER.”**

**WHEREAS**, Raymore City Charter Section 14.8 provides that from time to time, but no less often than every ten (10) years, the Council shall provide for a Charter Review Commission to review the City Charter and to recommend to the voters of the City any proposed amendments, if any, to the Charter.

**WHEREAS**, the City Charter was adopted in 1997, reviewed in 2008 and the City Council finds that a review of the City Charter shall now be conducted again.

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

Section 1. The application form attached hereto as Exhibit A shall be used for anyone wishing to serve on the Raymore Charter Review Commission.

Section 2. From the applications, City Council members from each Ward shall nominate up to four (4) candidates for consideration from their Ward.

Section 3. From the pool of nominated candidates, the City Council shall select eight (8) members for the Commission.

Section 4. The Mayor shall select the ninth (9th) member of the Commission.

Section 5. The timeline to establish the Commission is as follows:

- A. Publication and campaign to attract qualified volunteers to serve on the Commission begins June 1, 2016.
- B. Applications shall be accepted in the office of the City Clerk through July 15, 2016.
- C. The City Council shall put forth up to four (4) candidates by Ward, for up to a total of sixteen (16), and one candidate nomination by the Mayor at a work session on July 18, 2016.
- D. The City Council shall review applications submitted by each Ward at the July 18, 2016 work session to determine the eight (8) Commissioners at a worksession on August 1, 2016.
- E. A Resolution approving Commission appointments determined on August 1, 2016 shall be approved on August 22, 2016 providing for an effective date of September 1, 2016.
- F. The Charter Review Commission shall begin their review at a meeting held on September 8, 2016.

- G. The Charter Review Commission shall complete their work and report to the City Council by the end of June, 2017.
- H. If amendments are recommended, the City Council shall approve an Ordinance calling for the November election no later than August 28, 2017.
- I. Any recommended amendments to the Charter shall be placed on the November 7, 2017 ballot for voter consideration.

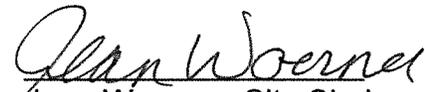
Section 3. This Resolution shall become effective on and after the date of passage and approval.

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

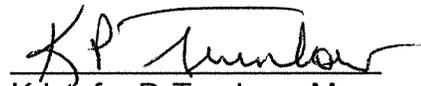
**DULY READ AND PASSED THIS 23RD DAY OF MAY, 2016 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad	Aye
Councilmember Barber	Absent
Councilmember Burke, III	Absent
Councilmember Holman	Abent
Councilmember Hubach	Aye
Councilmember Kellogg	Aye
Councilmember Moorhead	Aye
Councilmember Stevens	Aye

ATTEST:

  
Jean Woerner, City Clerk

APPROVE:

  
Kristofer P. Turnbow, Mayor

5/26/16  
Date of Signature



**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: 8/8/16

SUBMITTED BY: Cynthia Watson

DEPARTMENT: Finance

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

**TITLE / ISSUE / REQUEST**

Award of Contract - Bulk Road Salt

**FINANCIAL IMPACT**

Award To:	Independent Salt Company
Amount of Request/Contract:	
Amount Budgeted:	\$67,500
Funding Source/Account#:	GF - Streets - 01-06-6230-1330

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
October 1, 2016	September 30, 2017

**STAFF RECOMMENDATION**

Award of Contract

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Bill 3202 Award of Contract - Bulk Road Salt  
Contract of Services - Independent Salt Company

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Staff prepared a Request for Bid (RFB) to provide delivery of bulk road salt to the City. The RFB was also publicly advertised on the City website and the Onvia bidding website. Ten vendors responded to the notice for bid and requested documents.

For the past two years the city has been under contract with Holliday Sand & Gravel. They informed the city last season that they were canceling the contract in accordance with the terms and conditions set forth.

Quotes for this contract were received in July 2016. A total of four (4) bids were received as summarized below:

Bidder	Delivery per Ton	Fuel Charge Min-Max	Total Salt w/ Delivery* (800 tons)
Independent Salt	\$60.10	None	\$48,080
Dale Brothers	\$64.00	None	\$51,200
Central Salt	\$64.35	None	\$51,480
Holliday Sand & Gravel	\$74.00	5-15%	\$59,200

\* Total price listed is calculated with delivery per ton only.

Based on the criteria of price, quality of product and reference checks, staff recommends award of contract to Independent Salt Company. The contract outlines a penalty for delayed delivery and non-delivery of product.

**BILL 3202**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH INDEPENDENT SALT COMPANY FOR DELIVERY OF BULK ROAD SALT.”**

**WHEREAS**, quotes for the delivery of bulk road salt were solicited in accordance with the Raymore Purchasing Policy; and

**WHEREAS**, Independent Salt Company has been determined to be the lowest and best bidder.

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

Section 1. The Mayor is hereby directed and authorized to enter into a contract with Independent Salt Company for the purchase and delivery of bulk road salt as needed.

Section 2. The Mayor and City Clerk are hereby authorized to execute the contract hereto as Exhibit A for and on behalf of the City of Raymore.

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

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

**DULY READ THE FIRST TIME THIS 22ND DAY OF AUGUST, 2016.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF SEPTEMBER, 2016 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke, III  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg  
Councilmember Moorhead

ATTEST:

APPROVE:

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

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



## CONTRACT FOR SERVICES

### AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

#### Bulk Road Salt with Delivery

Agreement made this September 12, 2016, between Independent Salt Company, an entity organized and existing under the laws of the State of Kansas, with its principal office located at PO Box 36, 1126 20th Road, Kanopolis, KS 67454, 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**.

### CONTRACTUAL

This contract is written for an initial one year term beginning October 1st, 2016 and ending September 30, 2017 with automatic renewal of two additional one year terms unless the contractor notifies the City in writing prior to May 1 of 2017 for the second year renewal and May 1 of 2018 for the third year renewal. Prices to remain firm through first year term except for fuel price adjustments. Contractor shall be required to submit documentation to the City regarding any price increases in subsequent renewal years at least 120 days prior to contract term end of that year. If no proposed increase is submitted to the City, pricing will remain as given for prior year.

Quoted quantities are estimates only and may be either increased or decreased according to the needs of the City with no adjustment in price. Purchases will be made on an "as needed" basis. No guarantee is made as to quantities purchased.

The City reserves the right to terminate the current contract if vendor is unable to meet any of the City requirements, the City may purchase material from another vendor or cancel the agreement at which time the vendor must reimburse the City for any expenses incurred, i.e. - increased costs, special delivery charges, etc.

### QUANTITY

Contractor agrees to provide Bulk Road Salt as described in this document and attached as Appendix A.

## **DELIVERY**

1. Liability for product delivery remains with the Contractor until the product is properly delivered and signed for.
2. Delivery is to be made to the Public Works facility located at 1021 S. Madison, Raymore, MO 64083
3. All deliveries must be signed by representative of the City and must be accompanied by a delivery ticket with the following information: Name of Contracted Company, tonnage, date of delivery, and drivers signature.
4. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
5. Salt must be delivered in bulk lots and must be protected during transit by waterproof cover, as required by weather conditions.
6. All orders must be delivered in full within a maximum of 10 business days of order placement.
7. Contractor must give minimum of 24 hours notice before delivery and deliveries must be made within normal business hours (7 am. – 3:00 pm) or pay overtime charges incurred by the City.
8. Expected delay in delivery must be reported to the City immediately with the reason, anticipated delivery, and with acknowledgement of the penalty outlined below.
9. The City reserves the right to cancel any tonnage not delivered by the contractor within the agreed timeframe.
10. Any Contractor who defaults on delivery as defined in this solicitation may be suspended from consideration of awards on future contracts.
11. Vendor will be responsible for any damage done to salt shed facilities.

## **PRICING**

Pricing shall remain in effect as shown in Appendix A contract pricing for an initial one year term beginning October 1, 2016 and ending September 30, 2017 with automatic renewal of two additional one year terms according to the “Contractual” section above. Prices to remain firm through first year term except for fuel price adjustments. Contractor shall be required to submit documentation to the City regarding any price increases in subsequent renewal years at least 90 days prior to contract term end of that year. If no proposed increase is submitted to the City, pricing will remain as given for prior year.

## **QUALITY**

All products provided by the Contractor must meet all Federal, State and Local standards including the Department of Transportation regulations for quality and safety requirements.

Salt composition must follow MoDOT test method T32 and moisture content shall not exceed 2%.

## **INVOICING**

Invoices must include number for each delivery ticket number of tons for each load, name of trucking company and acknowledgment if any use of unloading equipment.

Invoices are to be received in duplicate and will be paid within 30 days after receiving proper invoices and will not be made on unsigned ticket loads.

## **CANCELLATION**

The City specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of the Public Works Director or his representative the services or materials supplied by the Contractor are not satisfactory or are not consistent with the terms of the contract.

## **PENALTIES**

Deliveries must be completed within 10 business days of order and during normal business hours. Failure to do so will result in a \$200 daily deduction from overall bill and overtime hours will be credited against final bill.

Failure to load salt in the designated storage facilities will result in a \$200 deduction from the delivery and loading price.

## **INSURANCE**

Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to the City, and to indemnify the City against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub-contractors, employees or agents.

## **SUBCONTRACTORS**

In submitting a proposal, potential vendors agree that they are fully responsible to the City of Raymore for the acts and omissions of any of its proposed subcontractors and of persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by them. Before any subcontractor may commence work, the successful Contractor must file with the City of Raymore satisfactory certificates, in duplicate, from the involved insurance companies, showing insurance coverage to the same extent and the amount required by the successful Contractor in addition to an Occupational License.

No subcontractor will be permitted to commence work until authorization by the City of Raymore to proceed is received in writing by the Contractor. The name, address, and phone number of the key consultants, associates, and all subcontractors shall be provided to the City of Raymore with the proposal.

### EXPECTATION OF PRIORITY SERVICE

The intent of this solicitation is to establish the City of Raymore account as a "priority" account with the successful bidder. Orders for bulk salt placed by the City of Raymore during season should be filled in the contractual order line they were received and should take precedent over non-contractual orders at all times.

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

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

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

### THE CITY OF RAYMORE, MISSOURI

By: \_\_\_\_\_  
Kristofer P. Turnbow, Mayor

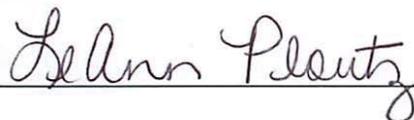
Attest: \_\_\_\_\_  
Jeanie Woerner, City Clerk

(SEAL)

### INDEPENDENT SALT COMPANY

By: 

Title: S. K. Olson, VP-Distribution

Attest: 

## APPENDIX A

### CONTRACT PRICE & TERMS

\$60.10 per ton delivered with no fuel surcharge to 1021 S. Madison, Raymore, MO 64083 with delivery 10-14 days after receipt of order.

### SPECIFICATIONS

SALT – Medium De-Ice Rock Salt – Bulk Quantities

#### **TYPICAL CUMULATIVE SCREEN ANALYSIS:**

<u>U.S.S</u>	<u>Tyler</u>	<u>Inch Opening</u>	<u>Cumulative Retention</u>
3/8	.371 in.	.375	2.1%
#4	4 mesh	.187	56.8%
#8	8 mesh	.0937	91.9%
#16	14 mesh	.0469	98.9%
#30	28 mesh	.0234	99.2%

DELIVERY – 1021 S Madison St., Raymore, MO 64083

QUANTITY – Annual Estimated – 1,200 tons

PROPOSAL FORM A  
RFP 16-016

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

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

FIRM NAME: Independent Salt Company

ADDRESS: P. O. Box 36  
Street

ADDRESS: Kanopolis, KS 67454  
City State Zip

PHONE: 800-472-7258

E-MAIL: solson@indsalt.com

DATE: 07/11/2016  
(Month-Day-Year)

  
Signature of Officer/Title VP-Distribution

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 16-016

**CONTRACTOR DISCLOSURES**

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

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

**Legal Matters**

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

Yes  No      If yes, provide details in an attachment.

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

Yes  No      If yes, provide details in an attachment.

### **Required Representations**

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

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

**PROPOSAL FORM C**  
**RFP 16-016**

**EXPERIENCE / REFERENCES**

To be eligible to respond to this RFP, the proposing firm must be regularly engaged in the bulk salt services business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore.

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

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

\*Please list any Municipalities that you have done work for in the past 48 months.

<b>COMPANY NAME</b>	City of Kansas City, MO
<b>ADDRESS</b>	414 East 12th Street
	Kansas City, Missouri
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	816-513-1161
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	ROCK SALT CONTRACT

<b>COMPANY NAME</b>	City of Kansas City, KS
<b>ADDRESS</b>	701 North 7th
	Kansas City, Kansas
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	785-573-5700
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	ROCK SALT CONTRACT

<b>COMPANY NAME</b>	City of Gladstone
<b>ADDRESS</b>	7010 Holmes
	Gladstone, Missouri
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	816-436-5442
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	ROCK SALT CONTRACT

<b>COMPANY NAME</b>	City of Overland Park
<b>ADDRESS</b>	8500 Santa Fe Drive
	Overland Park, Kansas
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	913-327-6662
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	ROCK SALT CONTRACT

<b>COMPANY NAME</b>	Missouri Dept. of Transportation
<b>ADDRESS</b>	600 Northeast Colbern
	Lees Summit, Missouri
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	816-622-6500
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	ROCK SALT CONTRACT

State the number of Years in Business: 103 years

State the current number of personnel on staff: 50

**PROPOSAL FORM D**  
RFP16-016

Proposal of Independent Salt Company, organized and existing  
(Company Name)  
under the law of the State of Kansas, doing business  
as corporation (\*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 16-016– Bulk Road Salt with Delivery.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) \_\_\_\_\_, issued thereto, receipt of which is hereby acknowledged for the following unit prices. \*\*\* see exception on bid sheet

By submission of this proposal, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this proposal 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. 16-016

### Bulk Road Salt with Delivery

#### BID SHEET

1. Cost for Salt, straight per ton: \$ NO BID

2. Delivery Charges per ton:

Charge to Deliver to 1021 S. Madison, Raymore \$ 60.10 \*\*\*

\*\*\* per page 19, normal delivery is 10-14 days after receipt of order

3. Fuel Surcharge: \_\_\_\_\_ Yes X \_\_\_\_\_ No

Please give fuel surcharge percent minimum and maximum.

Min. \_\_\_\_\_%

Max. \_\_\_\_\_%

BID OF: Independent Salt Company  
(Firm Name)

DATE: 07/11/2016

## AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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

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

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

**KNOWINGLY:** A person acts knowingly or with knowledge,

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

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

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

BEFORE ME, the undersigned authority, personally appeared Sean M. Copp, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Independent Salt Company

Company: \_\_\_\_\_

Address: P. O. Box 36 Kanopolis, Kansas 67454

- 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 #16-016.
- 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.

Independent Salt Company  
Company Name

Sean M. Copp  
Signature

Name: Sean M. Copp

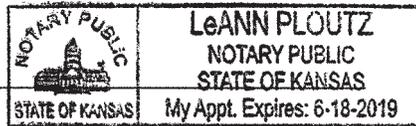
Title: CFO

STATE OF Kansas COUNTY OF Ellsworth

Subscribed and sworn to before me this 11th day of July, 2016.

Notary Public: LeAnn Ploutz

My Commission Expires: \_\_\_\_\_



**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.

**PLEASE NOTE:** The above affidavit must be completed and returned with RFP.



Company ID Number: 242025

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

**Employer Independent Salt Company**

**Stephen S Burke**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

08/26/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

08/26/2009

Date



Company ID Number: 242025

---

### Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Independent Salt Company

Company Facility Address: 1126 20th Road

Kanopolis, KS 67454

Company Alternate  
Address: P.O. Box 36

Kanopolis, KS 67454-0036

County or Parish: ELLSWORTH

Employer Identification  
Number: 480981376

North American Industry  
Classification Systems  
Code: 212

Parent Company: \_\_\_\_\_

Number of Employees: 20 to 99

Number of Sites Verified  
for: 1

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

- KANSAS 1 site(s)



**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE:

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

**TITLE / ISSUE / REQUEST**

Bill 3203  
Staff is requesting Council to award the 58 Highway Overlay Project to J.M. Fahey Construction Company.

**FINANCIAL IMPACT**

Award To:	J. M. Fahey Construction Company
Amount of Request/Contract:	\$1,400,513.60
Amount Budgeted:	\$1,400,000
Funding Source/Account#:	2016 General Obligation Bonds

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
September 2016	December 2016

**STAFF RECOMMENDATION**

Award contract to J.M. Fahey Construction Co. for the 58 Highway Overlay

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Bill 3203  
Contract  
Contractor Score Card

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

This project was approved in April by the voters as part of the 2016 General Obligation Bond Election. The work will include:

Removal and Replacement of approximately 7000 feet of curb and gutter  
Removal and Replacement of 2500 square feet of sidewalk  
Correction of a drainage issue at the intersection of Remmington Plaza and 58 HWY  
Replacement of the exiting Asphalt Surface.

Staff solicited bids based on two alternates, Alternate 1 included "virgin asphalt" for the final asphalt surface and Alternate 2 allows for a portion of the final surface asphalt to contain recycled asphalt. Both Alternatives meet City Specifications for material quality and performance and staff recommends award of the contract based on Alternate 2.

Bids for this project were received on August 3, 2016 as follows:

	Alt Bid #1	Alt Bid #2
J.M. Fahey Construction Company	\$1,438,088.00	\$1,400,513.60
Idecker, Inc.	\$1,566,752.93	\$1,526,673.57
Superior Bowen Asphalt Co, LLC	\$1,635,110.02	\$1,566,223.62

Staff recommend award of the contract to J.M. Fahey Construction Company in the amount of \$1,400,513.60.



## CITY OF RAYMORE

### VENDOR PERFORMANCE EVALUATION FOR SERVICE AND MAINTENANCE CONTRACTS

Date: 08/18/2016

Contractor Name: JM Fahey		Contract Title and Number: 58 Highway Phase One 10-036-201	
Purchase Order Number: 10-6120	Contract Term:	Contract Period: From: 6/2010	To: 11/2010
Contract Value: \$353,621.95		Facility:	

#### PERFORMANCE:

#### RATINGS (for Quality of Work)

<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Contractor's performance surpasses contract requirements, Contractor takes the "extra step" to ensure high quality performance.	Contractor's performance in full compliance with contract terms. No major problems meeting contract requirements.	Noncompliance in performance compromising the achievements of contract requirements.

### 1. Quality of Work

A. Work performed in compliance with Contract Terms

Excellent  Acceptable  Unacceptable

Comments:

B. 1. Were liquidated damages imposed?

Yes  No If yes, state reason, how often?

Comments:

2. Was the situation remedied?

Yes  No

Comments: NA

#### RATINGS (for Materials, Supplies, Equipment)

<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Materials, supplies, and equipment surpassed contract requirements resulting in high quality performance e.g. cleanliness, supplies inventoried and extras kept in reserve for emergencies. Contractor continually vigilant in overseeing that all materials and equipment meet or exceeded OSHA requirements.	Materials, supplies, equipment fulfills contract requirements, supplies adequate, no major shortages, OSHA requirements met.	Materials, supplies, equipment, inadequate, non-compliance with OSHA requirements and compromising the achievements of contract requirements.

### 2. Materials, Supplies, Equipment:

Were adequate materials, supplies and equipment provided as required?

Excellent  Acceptable  Unacceptable

Were materials and equipment in compliance with OSHA requirements?

Yes  No

Comments:

**RATINGS (for Staff)**

<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Staff coverage better than adequate in anticipation of emergencies, staff is outstanding and conscientious, trained for highest efficiency and safety, staff maintains a positive attitude with focus on customer service, i.e. receptive, friendly, neatly dressed, staff is highly cooperative and reliable, willing to identify with facility objectives as a business partner.	Adequate staff coverage and performance to achieve the requirements and goals of the contract, staff present a positive attitude, i.e. receptive, cooperative, neatly dressed, accommodating, staff is adequately trained for the functions and requirements of the contract.	Inadequate number of staff compromising the achievement of contract requirements, staff not trained or poorly trained to perform contract requirements impacting the quality of performance and health and safety requirements at the facility, little to no focus on customer service, e.g. poor appearance, negative attitude, uncooperative staff.

**3. Staff**

A. Adequate number of staff available as required?

Excellent  Acceptable  Unacceptable

Comments:

B. Training of Staff?

Excellent  Acceptable  Unacceptable

Comments:

C. Did staff perform in a professional manner?  
 e.g. cooperative, receptive, positive attitude, good appearance, reliable, demonstrated willingness to identify with goals and objectives of the facility as a business partner.

Excellent  Acceptable  Unacceptable

Comments:

D. Was there a focus on customer service?  
 e.g. cooperative, receptive, positive attitude, good appearance, reliable, demonstrated willingness to identify with goals and objectives of the facility as a business partner.

Excellent  Acceptable  Unacceptable

Comments:

E. How was staff turnover rate high or low? Reason?

High or  Low  Acceptable  Unknown

Comments:

**MANAGEMENT AND SUPERVISION:**

**RATINGS (Management and Supervision)**

<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Contractor's Management and Supervision is pro-active i.e. always accessible and communicates with facility personnel to ensure high quality performance. Contractor's response to facility requests e.g. emergency situations, is immediate, often overcoming obstacles, situation or condition immediately remedied.	Contract Management and Supervision is accessible to facility personnel as required by the contract, response time to facility requests e.g. to correct or remedy situation, is timely and the situation or condition requiring attention is remedied.	Lack of communication from Management and Supervision compromising the achievements of the contract, no response or delayed response (beyond a reasonable time) to situations requiring attention not remedied in a timely manner resulting in utilization of facility resources to correct the situation.

**1. Communication and Accessibility**

Excellent  Acceptable  Unacceptable

Comments:

**2. Creativity and Initiative**

Excellent  Acceptable  Unacceptable

Comments:

**3. Responsiveness to facility requests**

Excellent  Acceptable  Unacceptable

Comments:

**4. Prompt and effective correction of situations and conditions during construction, or warranty period**

Excellent  Acceptable  Unacceptable

Comments:

<b>ADMINISTRATION:</b>		
<b>RATINGS (Administration)</b>		
<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Wage and supplemental benefit requirements surpassed, complete, accurate documentation is always submitted in the time frame required or sooner, or if requested by the facility. Documentation is always submitted in the format required by the contract/facility. Contractor surpasses requirements of its submitted M/WBE subcontracting plan. Contractor and its employees are in full compliance with the licensing requirements of the Contract and the Contractor is pro-active in assuring all employees licenses remain current.	Wage and supplemental benefit requirements met, documentation is complete and submitted in the time frame required and in the format required by the facility. Minor non-compliance is corrected immediately with little to no impact on the achievement of the contract requirements. Contractor fully complies with its submitted M/WBE subcontracting plan. Contractor and its employees are in full compliance with the licensing requirements of the Contract.	Non-compliance with wage and supplemental benefit requirements, Contractor fails to submit required documentation in the time frame required and in the format required, compromising the achievement of the contract requirements. Non-compliance with Contractor's submitted M/WBE plan. Non-compliance by the Contractor and/or its employees with the licensing requirements of the Contract.

**1. Has the Contractor complied with wage and supplemental benefit requirements?**

Excellent  Acceptable  Unacceptable  
 N/A

Comments:

**2. Documentation**

Were records, receipts, invoices and computer generated reports received in a timely manner and in compliance with contract specifications?

Excellent  Acceptable  Unacceptable

Comments:

3. Has contractor complied with their submitted M/WBE subcontracting plan?

Excellent  Acceptable  Unacceptable  
 N/A

Comments:

4. Has the Contractor and its employees, if applicable, complied with the licensing requirements of the Contract?

Excellent  Acceptable  Unacceptable

Comments:

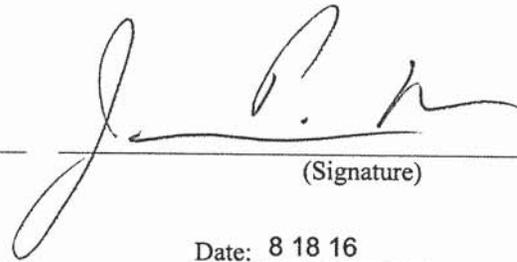
**OVERALL ASSESSMENT**

Excellent  Very Good  Acceptable  Fair  Unacceptable

Comments:

Name of Evaluator: J. Phil Becker

(Print)



(Signature)

Title: Engineering Inspector

Date: 8 18 16

**BILL 3203**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH J.M. FAHEY CONSTRUCTION COMPANY FOR THE 58 HIGHWAY OVERLAY PROJECT, CITY PROJECT NUMBER 16-245-201, IN THE AMOUNT OF \$1,400,513.60 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”**

**WHEREAS**, the 58 Highway Overlay project was included in the 2016 general obligation bond election as a project approved by the voters; and

**WHEREAS**, the City Council finds the improvements are necessary and finds it to be in the best interest of public health, safety, and welfare; and

**WHEREAS**, bids for this project were received on August 3, 2016; and

**WHEREAS**, the following bids were provided as follows:

	Alt Bid #1	Alt Bid #2
J.M. Fahey Construction Company	\$1,438,088.00	\$1,400,513.60
Idecker, Inc.	\$1,566,752.93	\$1,526,673.57
Superior Bowen Asphalt Co, LLC	\$1,635,110.02	\$1,566,223.62

**WHEREAS**, J.M. Fahey Construction Company has been determined to be the lowest and best bidder.

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

Section 1. The Mayor is hereby directed and authorized to enter into a negotiated contract in the amount of \$1,400,513.60 with J.M. Fahey Construction Company for the 58 Highway Overlay project.

Section 2. The Mayor and City Clerk are hereby authorized to execute the contract hereto as Exhibit A for and on behalf of the City of Raymore.

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

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

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

**DULY READ THE FIRST TIME THIS 22ND DAY OF AUGUST, 2016.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF SEPTEMBER, 2016 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke III  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg  
Councilmember Moorhead

ATTEST:

APPROVE:

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

\_\_\_\_\_  
Kristofer P Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



## CONTRACT FOR SERVICES

### **58 Highway Overlay**

#### AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 12th day of September, 2016, between J.M. Fahey Construction Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 408 High Grove Road, Grandview, MO 64030, 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 September 12, 2016 and coincidental with the Mayor'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 16-245-201 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 45 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 \$1,400,513.60.

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

## ARTICLE IV CONTRACT PAYMENT

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 Engineers' estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

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

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

#### ARTICLE V INSURANCE REQUIREMENTS

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

#### ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

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 shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS. All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and

their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors 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 sub-contractors 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 23). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

#### ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. 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.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

#### ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

## ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2013 City of Raymore “Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction.”

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

## ARTICLE XI REQUIRED SAFETY TRAINING

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by 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 as required by Section 292.675, RSMo.
- B. 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.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

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

ARTICLE XIII  
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV  
ENTIRE AGREEMENT

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

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

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

**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Kristofer P. Turnbow, Mayor

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

(SEAL)

**J.M. FAHEY CONSTRUCTION CO.**

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

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

Attest: \_\_\_\_\_

## **APPENDIX A** **SCOPE OF SERVICES AND SPECIAL PROVISIONS**

### **58 Highway Overlay**

#### **SCOPE OF SERVICES:**

The 2016 58 Highway Mill and Overlay Project primarily consist of (milling and overlaying asphalt pavement, removal and replacement of existing curb and sidewalk, replacing pavement markings and installing loop detectors).

#### **1. SPECIFICATIONS WHICH APPLY**

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

#### **2. PROJECT AWARD**

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

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

#### **3. PROJECT COMPLETION AND SCHEDULE**

Contractor shall complete work within **45** calendar days of issuance of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. SPECIAL CONDITIONS

- *Edge Milling (0-1.5”)*: The unit price named in the bid shall be for the Square Yards (SY) of milling performed. Sufficient passes of cuts shall be made such that all irregularities of high spots are eliminated full width across said street from the edge of concrete gutter, to the center of the roadway, and to the limits of the work as specified or as directed by the Engineer. The finished surface shall be cut to a depth of 1.5” below the edge of the concrete curb tapering to 0” cut at the center of the roadway.
- *Milling 4” of Asphalt*: The unit price named in the bid shall be for the Square Yards (SY) of milling performed. Sufficient passes of cuts shall be made such as to remove 4” of the existing roadway a width of 4 foot. The milling will occur over an existing joint in the West and Eastbound lanes of 58 Highway. See “Milling 4” Asphalt” detail sheet for additional information in the attached plans.
- *1.5” APWA Type 3 Virgin Surface Asphalt*: The unit price named in the bid shall be for the Square Yard (SY) of 1.5” APWA Type 3 Virgin Surface Asphalt installed. The unit price shall cover all equipment, labor, and materials including tack oil to install the asphalt per the latest revision of the Kansas City Metropolitan Chapter of the American Public Works Association specifications.
- *(Alternate #1) 1.5” APWA Type 3 Recycled Surface Asphalt*: The unit price named in the bid shall be for the Square Yard (SY) of 1.5” APWA Type 3 Recycled Surface Asphalt installed. The unit price shall cover all equipment, labor, and materials including tack oil to install the asphalt per the latest revision of the Kansas City Metropolitan Chapter of the American Public Works Association specifications.
- *4” APWA Type 1 Recycled Base Asphalt*: The unit price named in the bid shall be for the Square Yard (SY) of 4” APWA Type 1 Recycled Base Asphalt installed. The unit price shall cover all equipment, labor, and materials including tack oil to install the asphalt per the latest revision of the Kansas City Metropolitan Chapter of the American Public

Works Association specifications.

- *Curb Removal and Replacement:* The unit price named in the bid shall be for the Linear Feet (LF) of curb & gutter removed and replaced. The unit price named in the bid shall cover all costs in connection therewith, including cutting, disposal of material, doweling into existing curb, installation of new curb and protection of the new curb during the curing process. Curb replacement will be in several areas of varying lengths. *Concrete curb shall be an approved KCMMB 4K mixture.* Weather permitting curb shall be replaced within 24 hours of existing curb removal. One set of concrete compressive strength cylinders shall be made each **week** curb is installed. Four cylinders per test site will be required. Testing shall be subsidiary to this bid item. Curb backfill shall be completed within 5 days of the new curb installation.
- *Sidewalk Removal and Replacement:* The unit price named in the bid shall be for the Square Foot (SF) of 4” thick concrete sidewalk installed. The unit price named in the bid shall cover all costs in connection therewith, including cutting, removal of existing material, disposal of material, doweling into existing material, placement of AB-3 subgrade leveling course as required, installation of new 4” thick concrete and protection of the new concrete during the curing process. ***Concrete shall be an approved KCMMB 4K mixture.*** The concrete shall NOT be reinforced with rebar. Site restoration is subsidiary to the sidewalk bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. One set of concrete compressive strength cylinders shall be made each **week** sidewalk is installed. Four cylinders per test site will be required. Testing shall be subsidiary to this bid item.
- *Street Drain Installation:* The unit price named in the bid shall be for Each Street Drain Installed. The unit price shall include cutting, removal of existing material, disposal of material, 5’ x 5’ concrete box with lid and inlet grate, flowable fill, box adjustment and any other item to install a concrete inlet structure over an existing pipe. Contractor shall design the proper box height. Surface asphalt for the area affected by this work shall be subsidiary to this bid item. For additional information see “Street Drain Installation” detail sheet in the attached plans.
- *Pavement Marking:* The unit price named in the bid shall be for the Lump Sum (LS) to replace all pavement marking removed or damaged during the construction of this project. The work shall include all material, equipment and labor to perform the pavement marking. All markings shall be Type B Epoxy marking material. The material and installation shall follow the latest edition of the Missouri Standard Specifications for Highway Construction manual. The pavement markings shall be replaced as the road is currently marked with the exception of the intersection of 58 Highway and Johnston Pkwy (See Drawings). Contractor shall note the current pavement

markings and locations prior to removal of the pavement. Unless otherwise noted stop bars shall be replaced in their current location.

- *Restaurant Entrance Removal:* The unit price named in the bid shall be for the Lump Sum (LS) to remove the 58 Highway entrance at 1918 W Foxwood Drive. The unit price shall include equipment, disposal of material, material and labor for: curb removal and installation, concrete and asphalt pavement removal, concrete sidewalk removal and installation, soil placement, grass seeding and repairs to sprinkler system if damaged. For additional information see “*Restaurant entrance removal*” detail sheet in the attached plans.
- *Car Wash Entrance Removal:* The unit price named in the bid shall be for the Lump Sum (LS) to remove the 58 Highway entrance at 1900 W Foxwood Drive. The unit price shall include equipment, disposal of material, material and labor for: curb removal and installation, concrete and asphalt pavement removal, concrete sidewalk removal and installation, gate removal, soil placement, grass seeding and repairs to sprinkler system if damaged. For additional information see “*Car Wash Entrance Removal*” detail sheet in the attached plans.
- *Traffic control, signing and traffic routing:* The unit price named in the bid shall be for the Lump Sum (LS) of traffic control, signing and traffic routing required for this project. Construction operations shall be coordinated to result in the least practicable delay to traffic. Two-way traffic shall be carried throughout construction and the Contractor must have a Traffic Control Plan approved by the city. The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Traffic Control Plan and the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved plan. **In addition to the traffic control required by MUTCD, (2) two LED variable notice boards alerting the public of the proposed work shall be placed (1) one week in advance of work. Notice boards shall be placed at the East and West limits of the project.**
- *Installation of loop detectors:* The unit price named in the bid shall be for Lump Sum (LS) of Loop Detectors installed. The unit price shall include all labor, equipment and material to complete the loop detectors. The intersection of J-Highway and 58 Highway will require loop detector installation. The remainder of the intersections on 58 Highway within the scope of this project utilize cameras to detect traffic.
- *Surface Mount Detectable Warning Tiles:* The unit price named in the bid shall be for each tile installed. The unit price named in the bid shall cover all costs in connection therewith to install the tiles on existing ADA ramps. The tiles shall be Surface Applied

Armor Tile Detectable Warning Surface or an approved equal. The tile shall be at least 2' x 4' in size and be brick red in color.

- *Site Restoration:* Site Restoration shall be considered subsidiary to the curb replacement bid item. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**
- *Mix Design:* Current asphalt mix design test results and current aggregate conformance test results shall be submitted to the Engineer within ten (10) calendar days after the *Notice of Award* is issued. Tests shall show that the asphalt mix and aggregate meet the referenced Standard Specifications. Please note that aggregate conformance specifications reference Section 4 of the Midwest Concrete Industry Board (MCIB) specifications for materials. The Mix Design and aggregate testing submitted to the Engineer shall be prepared within the current calendar year. These tests will not be paid for directly, but shall be considered subsidiary to other items bid. The City will ask the contractor to submit test results of daily Quality Control testing performed at the plant. The tests requested by the City will likely include aggregate gradations from stockpile or hot bin samples and oil content and combined gradation of asphaltic concrete mixtures. The Contractor shall notify the City of any changes in the type of oil used or changes in the supplier or source of oil.
- *Tack Coat:* The Contractor will be required to remove all dirt, mud and foreign material prior to placement of the tack coat. Tack coat shall be emulsified asphalt (SS-1H) or approved equal per MoDOT Specifications Section 407. Material specifications shall be submitted to the Engineer within ten (10) calendar days after the *Notice of Award* is issued. The tack coat application rate shall be 0.06 gallons/square yard
- *Testing:* The contractor shall employ a competent testing laboratory to perform tests as specified in the latest edition of the City of Raymore Technical Specification Manual.
- *Temporary Striping:* Immediately after milling and/or application of the asphalt overlay to a street, the contractor shall provide temporary pavement striping. Temporary striping shall be subsidiary to the milling and/or surface asphalt bid item.

- *Utility Adjustments:* All utility manhole covers or surface accessories including utilities located within the paved roadway will be raised or re-graded by the **Contractor** or Service Providers having jurisdiction thereof prior to the overlaying operations. City of Raymore utilities shall be adjusted by the contractor. The cost, coordination and structure adjustment shall be the responsibility of the contractor and will be considered incidental to the contract. The contractor shall match existing utility access covers surrounded by concrete with the proposed pavement. If the concrete surrounding the access covers is damaged during construction the contractor shall repair the concrete with no cost incurred by the City of Raymore.
- *Drainage:* The Contractor shall be responsible for paving intersections so that positive drainage is achieved. The direction of drainage shall be as directed by the Engineer. This may require construction of a swale, directing water to an inlet, adjusting crown elevations, or paving a portion of intersecting streets. Care shall be taken by the Contractor to eliminate low spots that pond water in intersections. The Contractor shall be responsible for producing a finished product with positive drainage.
- *Cleanup:* All driveways shall be swept clean at the end of each workday. Hand held blowers are permissible for driveway cleaning. Loose debris shall be removed from the paved street surface at the end of each day.
- *Street Sweeping:* Streets shall be swept with a street sweeping machine within 14 days after completion of the overlay operations. Sweeping shall cover all of the paved areas and curb line.
- *Scope of Work:* This work shall consist of furnishing all labor, materials, and equipment and performing all work necessary to accomplish cold planing on existing asphaltic street surfaces, together with other incidental and related work as set forth in these specifications and as directed by the Engineer to make a complete and finished job.
- *Cold Planing Machine Specifications:* Materials, Equipment and Construction Requirements: Planing Machine and Equipment: The planing machine to be used in the contract shall be designed and built for cold planing work, shall be self-propelled, and shall have a means of planing, or milling over the old pavement surface. A dust suppression system must be part of the equipment. The drum patterns shall permit a grooved or smooth surface finish as selected by the Engineer and the drum shall be totally enclosed to prevent discharge or any loosened material on adjacent work areas. Maximum width of the planing machine shall be 12' - 6"; drum widths shall be 4' - 6" minimum to 9' - 6" maximum. Smaller machines may be used for auxiliary purposes only.

- *Milling Operation:* The planing operation shall provide for windrowing of cuttings, pickup and elevation into dump trucks, all in a single lane operation. Use of front-end loaders as the primary means of pickup will not be construed as a single lane operation nor will side loading of dump trucks be permitted. The Contractor shall supply an adequate number of dump trucks and qualified drivers to accept the asphalt cuttings. All trucks shall be appropriately covered to prevent loss of cuttings during transportation.
- *Method of Operation:* The nature and condition of the cold planing equipment and the manner of performance of the work shall be such that the finished planed surface of the pavement is not torn, gouged, shoved, broken, oil coated, or otherwise injured by the planing operation.
- *Butt Joints:* The Contractor shall make Butt Joints at every intersection. This will ensure that an even transition will occur between the new asphalt and the existing. Feather Joints are not allowed. The cost of the Butt Joint shall be included in the milling bid item.
- *Cleanup:* The Contractor shall remove all excess cuttings using a self-propelled street sweeper with hopper. Material shall not remain that would recompact or leave an unsuitable surface for subsequent overlay operations. An enclosed broom (street sweeper) shall be used in ALL residential areas so that debris will not be thrown into adjacent yards, driveways, and other property. Streets shall be swept within 24 hours after milling. No city brooms or cleaning equipment will be used following the planing operation.
- *Disposal of Cuttings:* The Contractor will retain 100% of all asphalt millings. Cutting stockpiles left after sweeping shall be removed before the end of each workday by the contractor. **The Contractor is responsible for the transport and disposal of all millings.**
- *Intersecting Streets:* The contractor shall be required to plane the intersecting streets so that a proper swale will be created so that no standing water problems will exist or be created. Extra cutting depth is subsidiary to the milling bid item.
- *Intersection Drainage:* When intersections are total width planed, valley gutters shall be planed across the intersections to adequately drain said intersections before they are overlaid. The depth of cut shall be as directed by the Engineer. Extra cutting depth is subsidiary to milling bid item.
- *Transporting Equipment:* All equipment used by the Contractor having metal tracks shall not be driven over City streets other than those streets being planed. Such equipment must be transported. The Contractor at no cost to the City shall repair damage caused by tracked equipment traveling in restricted areas.

- *Bump Signs:* After milling a street and before completion of paving that street, the Contractor will provide “BUMP” signs on roads with posted speeds greater than 30 MPH, and at locations directed by the Engineer.
- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.
- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.-
- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (MCIB) Sections 10 and 11 for cold or hot weather concrete.

## 7. ADDITIONAL REQUIREMENTS

- *Notification:* Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations.
- *Tax Exempt:* This is a Tax Exempt Project
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to

whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

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

**CITY OF RAYMORE, MISSOURI**  
**RFP # 16-245-201**

**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 September, 2016.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the 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). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforced or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

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

\$ 50,000 Fire Damage Limit

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

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 23 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

P. *Prevailing Wage Requirement*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 23). 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) if a worker 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*

The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the “Business License” required of all 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.

R. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in the amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (30) days after the date of opening of bids.

S. *Performance Bond*

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

*T. Payment Bond*

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

*U. Maintenance Bond*

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

*V. 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.

*W. Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a

request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

*X. Affidavit of Work Authorization and Documentation:*

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

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

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

PROPOSAL FORM A  
RFP 16-245-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: J. M. Fahey Construction Company

ADDRESS: 408 High Grove Road  
Street

ADDRESS: Grand view, MO. 64030  
City State Zip

PHONE: 816-763-3010

E-MAIL: jtfahey@jmfahay.com

DATE: 8/10/16  
(Month-Day-Year)

Joseph T. Fahey  
Signature of Officer/Title  
Joseph T. Fahey C.E.O.

DATE: 8/10/16  
(Month-Day-Year)

Kevin R. Fahey  
Signature of Officer/Title  
Kevin R. Fahey President

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 16-245-201

**CONTRACTOR DISCLOSURES**

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

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

**Legal Matters**

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

Yes  No      If yes, provide details in an attachment.

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

Yes  No      If yes, provide details in an attachment.

**Required Representations**

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

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

**PROPOSAL FORM C**  
 RFP 16-245-201

**EXPERIENCE / REFERENCES**

To be eligible to respond to this RFP, the proposing firm must be regularly engaged in the bulk salt services business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. \*Please list any Municipalities that you have done work for in the past 48 months.

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

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

COMPANY NAME	Please see attached
ADDRESS	
CONTACT PERSON	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

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

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

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

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

State the number of Years in Business: 45 years

State the current number of personnel on staff: 86

8/4/2016

**Active Projects in excess of \$1,000,000.00**

<u>Project</u>	<u>Contract Amount</u>	<u>Status</u>	<u>Owner/Contact</u>	
Antioch Road , 87th Street to Johnson Drive	\$ 1,789,770.68	Starting Fall 2016	City of Merriam, Kansas	
Johnson County Airport Taxilane and Aprons	\$ 4,199,559.92	Starting Fall 2016		
Unified Government NSRP # 2, 2016	\$ 1,248,782.13	Fall 2016 Completion	Unified Government of Wyandotte County and Kansas City, Kansas Wayne Moody	913-573-5700
KCMO 16-2	\$ 2,849,515.92	Fall 2016 Completion	City of Kansas City, Missouri Mr. Kerry Kanatzar	816-513-4743
KCMO 16-3	\$ 2,287,820.26	Fall 2016 Completion	City of Kansas City, Missouri Mr. Kerry Kanatzar	816-513-4743
City of Olathe 159th Street	\$ 2,735,219.00	Fall 2015 start	City of Olathe, KS (816) 792-1031	913-971-8600
KCMO 135th Street Phase 2	\$ 2,467,887.44	Fall 2016 Completion	City of Kansas City, Missouri Mr. Damon Hodges	816-513-0019
KCMO North Jackson Reconstruction	\$ 2,500,651.99	Summer 2016 Completion	City of Kansas City, Missouri Mr. Chad Thompson	816-513-2738
Grandview Main Street Phase4	\$ 1,913,420.25	2016 Completion	City of Grandview, Missouri Ms. Jackie White	816-316-4857
KCMO 15-2	\$ 4,280,572.00	Summer 2016 Completion	City of Kansas City, Missouri Mr. Kerry Kanatzar	816-513-4743
KCMO Troost 23rd to 30th	\$ 6,147,689.18	Fall 2015 Completion	City of Kansas City, Missouri Mr. Damon Hodges	816-513-0019
Unified Government NSRP #1 and # 2, 2014	\$ 3,380,062.75	Fall 2016 Completion	Unified Government of Wyandotte County and Kansas City, Kansas Wayne Moody	913-573-5700

**Active Projects less than \$1,000,000.00:**

<u>Project</u>	<u>Contract Amount</u>	<u>Status</u>	<u>Owner/Contact</u>	
Fairway 2016 CIP Program	\$ 695,415.20	Fall 2016 completion	City of Fairway, KS Bill Stogsdill	913-722-2822
Unified Government Central Avenue	\$ 394,134.50	Fall 2016 Completion	Unified Government of Wyandotte County and Kansas City, Kansas Wayne Moody	913-573-5700
St Joseph 2016 Mill and Overlay Use Tax	\$ 274,326.75	Fall 2016 Completion	City of St. Joseph Bob Wills, Herzog Contracting	816-387-3126
St Joseph 2016 Mill and Overlay	\$ 401,553.00	Fall 2016 Completion	City of St. Joseph Bob Wills, Herzog Contracting	816-387-3126
North Point Development	\$ 251,923.50	2016 Completion	Damon Pursell Mike Pursell	(816) 792-1031

**Completed projects past 3 years in excess of \$1,000,000.00:**

<u>Project</u>	<u>Contract Amount</u>	<u>Status</u>	<u>Owner/Contact</u>	
Prairie Village, 2015 Paving and CARS	\$ 2,416,510.00	Fall 2015 Completion	City of Prairie Village, KS Melissa Prenger	913-385-4655
Platte County, Riverview Road	\$ 1,443,996.78	Fall 2015 Completion	Platte County Public Works, MO Bob Heim	816-858-2223
Grandview Main Street Phase 7	\$ 1,057,038.97	2015 Completion	City of Grandview, Missouri Ms. Jackie White	816-316-4857
KCMO Street Resurfacing 14-2,14-3	\$ 5,334,907.00	Complete	City of Kansas City, Missouri Mr. Kerry Kanatzar	816-513-4743
KDOT I-35-K7	\$ 2,760,058.23	Complete	KDOT Josh Welge	913-764-4525
KCMO Water Services Citywide Repairs, Renewal	\$ 7,000,000.00	Complete	City of Kansas City, Missouri Water Services Jim Mellum	816-513-8029
Longview Road Improvements	\$ 7,550,435.94	Complete	City of Kansas City, Missouri Mr. Damon Hodges	816-513-0019
NSRP # 2 2013	\$ 1,093,413.52	Complete	Unified Government of Wyandotte County and Kansas City, Kansas Wayne Moody	913-573-5700
KCMO Water Services Citywide Repairs, 2013	\$ 7,000,000.00	Complete	City of Kansas City, Missouri Water Services Jim Mellum	816-513-8029
State Avenue Improvements	\$ 5,659,672.67	Complete	Unified Government of Wyandotte County and Kansas City, Kansas Wayne Moody	913-573-5700

PROPOSAL FORM D

RFP 16-245-201

Proposal of J. M. Fahey Construction Co., organized and existing  
(Company Name)  
under the law of the State of Missouri, doing business  
as a corporation (\*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 16-245-201 – 58 Highway Overlay.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, 2, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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



# City of Raymore

100 Municipal Circle · Raymore, MO. 64083

Phone · 816-892-3045 · Fax · 816-892-3093

## ADDENDUM NO. 1

Hwy 58 Mill and Overlay: Project #16-245-201

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

### Addendum No. 1 - Date Change for Pre-Bids and Bid Opening

1. Pre-Bids have changed from July 27th & July 28th, 2016 at 10:30 a.m. to August 3rd & August 4th, 2016 at 1:00 p.m.

2. Bid Opening has changed from August 3rd, 2016 at 10:30 a.m. to August 10th, 2016 at 10:30 a.m.

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

Company Name: J. M. Fahoy Construction Co.

By: Joseph T. Fahoy

Title: C.E.O.

Address: 408 High Grove Road

City, State, Zip: Grandview, MO. 64030

Date: 8/10/16 Phone: 816-765-3010

Signature of Bidder: Joseph T. Fahoy

**ADDENDUM MUST BE SUBMITTED WITH BID**

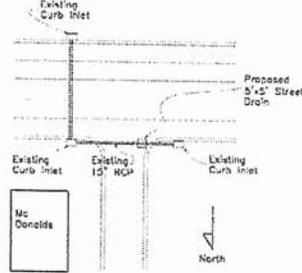
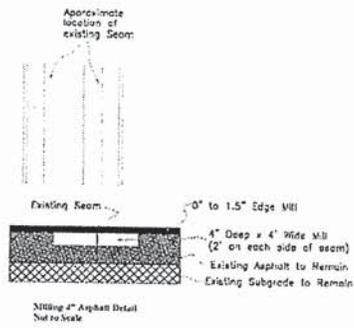
58 Highway 1.5" Mill and Overlay Estimate with Petrotac PV-4591

Street	Start	End	Length	Width	1.5" Full width Milling (SY)	1.5" Surface Asphalt TYPE 3 (SY)
58 Highway	Dean Avenue	415' East of J Hwy	18420	58	118,707	118,707
Skyline Drive	58 Highway	Municipal Circle	400	40	1,778	1,778
Lowe's 1st Entrance			250	21	583	583
Lowe's 2nd Entrance			515	12	687	687
Culvers Entrance			430	12	573	573
Mott Drive Entrance			430	12	573	573
CVS Entrance			275	20	611	611
Casey's at J Hwy			245	12	327	327
Price Chopper Ent.			720	13	1,040	1,040
Foxridge Right Turn			230	12	307	307
Woodson Dr Intersect			20	28	62	62
<b>Totals</b>					<b>125,248</b>	<b>125,248</b>

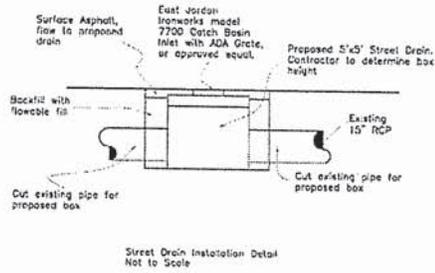
Street	Start	End	Length	Width	Petrotac PV-4591 (SY)
58 Highway Joint	Dean Avenue	J Hwy	36810	3	12,270

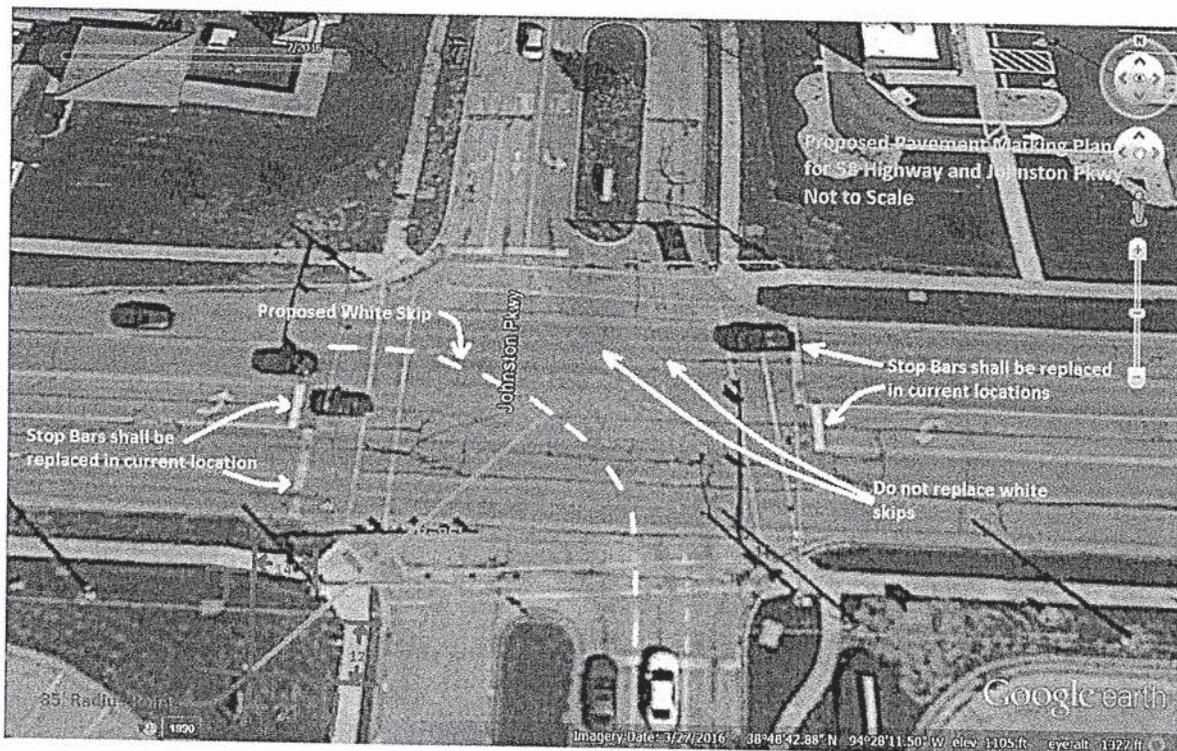
Item	Units	Est. Quantity
Curb Replacement	LF	7142
Sidewalk Replacement	SF	2500
Surface mount Detectable Warning Tiles	Each	28
Street Drain	Each	1
Pavement Marking	LS	1
Restaurant Entrance Removal	LS	1
Carwash Entrance Removal	LS	1
Traffic Control (w/ notice boards)	LS	1
Loop Detectors at J Hwy	Each	11

ADA Ramp Location at intersection with 58 Hwy	Quantity (Each)
Appaloosa Drive	2
Arabian Drive	2
N. Park Drive	2
Pine Street	3
S. Jefferson Street	2
S. Adams Street	4
S. Washington Street	2
S. Franklin Street	2
S. Monroe Street	2
N. Crest Drive	2
Skyvue Drive	2
Sunrise Drive	1
J Highway	2



2016 58 Highway Mill and Overlay Project  
 City of Raymore Missouri 64083  
 Drawn June 2016  
 Page 1





### Supplemental special conditions

- *Petrotac PV-4591*: The unit price named in the bid shall be per Square Yard (SY) of material installed. The unit price shall include the Petrotac PV-4591 or an approved equal material and installation. The contractor shall install Petrotac PV-4591 or an approved equal material per the manufacturer's instructions.



# City of Raymore

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

## ADDENDUM NO. 2

Hwy 58 Mill and Overlay: Project #16-245-201

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

### Addendum No. 2 - Change Bid Items

1. Remove and replace pages 40 thru 43.
2. Remove and replace page 45.
3. Add page 47A to the RFP document. Supplemental special conditions.
4. Delete all references to (0-1.5") Edge Milling of Asphalt, 4" Milling of Asphalt and 4" Base Asphalt
5. The City of Raymore may choose to select either Alternate #1 or Alternate #2 regardless of total cost.

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

Company Name: J. M. Fahay Construction Co.  
By: Joseph T Fahay  
Title: C.E.O.  
Address: 408 High Grove Road  
City, State, Zip: Grandview, MO. 64030  
Date: 8/10/16 Phone: 816-763-3010  
Signature of Bidder: Joseph T. Fahay

**ADDENDUM MUST BE SUBMITTED WITH BID**

**BID PROPOSAL FORM E – Project No. 16-245-201**

# 58 HIGHWAY MILL AND OVERLAY (Revised Proposal)

## J.M. Fahey Construction Company

408 High Grove Road

Grandview, Missouri 64030

Estimator: DAVE HAGGARD

Phone: 816-763-3010

Email: DAVEHAGGARD@JMFAHEY.COM

Quote To: Mike Krass  
 Bid Date: 8/17/2016

Owner: CITY OF RAYMORE  
 Project No. RFP # 16-245-201

Substitution of 16000 SY Mirapave 700 for  
 12270 SY of Petrotac PV-4591

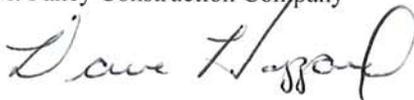
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Full width mill 1.5"	125,248.00	SY	1.20	150,297.60
25	1.5" APWA TYPE 3 RECYCLED SURFACE ASPHALT	125,248.00	SY	4.50	563,616.00
30	MIRAPAVE 700 (4' WIDE PAVING FABRIC)	16,000.00	SY	5.00	80,000.00
50	CURB REMOVAL AND REPLACEMENT	7,200.00	LF	50.00	360,000.00
60	SIDEWALK REMOVAL AND REPLACEMENT	2,500.00	SF	14.95	37,375.00
70	STREET DRAIN INSTALLATION	1.00	EA	9,750.00	9,750.00
80	PAVEMENT MARKING	1.00	EA	104,000.00	104,000.00
90	RESTAURANT ENTRANCE REMOVAL	1.00	EA	14,000.00	14,000.00
100	CAR WASH ENTRANCE REMOVAL	1.00	EA	14,000.00	14,000.00
110	TRAFFIC CONTROL	1.00	EA	35,000.00	35,000.00
120	LOOP DETECTOR	1.00	EA	32,475.00	32,475.00
<b>GRAND TOTAL</b>					<b>\$1,400,513.60</b>

**NOTES:**

All provisions of our original bid dated 8/10/2016 to remain intact.

Sincerely,

J.M. Fahey Construction Company



Dave Haggard

# 58 HIGHWAY MILL AND OVERLAY (Revised Proposal)

## J.M. Fahey Construction Company

408 High Grove Road

Grandview, Missouri 64030

Estimator: DAVE HAGGARD

Phone: 816-763-3010

Email: DAVEHAGGARD@JMFAHEY.COM

Quote To: Mike Krass  
 Bid Date: 8/17/2016

Owner: CITY OF RAYMORE  
 Project No. RFP # 16-245-201

Substitution of 16000 SY Mirapave 700 for  
 12270 SY of Petrotac PV-4591

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Full width mill 1.5"	125,248.00	SY	1.20	150,297.60
20	1.5" APWA TYPE 3 VIRGIN SURFACE ASPHALT	125,248.00	SY	4.80	601,190.40
30	MIRAPAVE 700 (4' WIDE PAVING FABRIC)	16,000.00	SY	5.00	80,000.00
50	CURB REMOVAL AND REPLACEMENT	7,200.00	LF	50.00	360,000.00
60	SIDEWALK REMOVAL AND REPLACEMENT	2,500.00	SF	14.95	37,375.00
70	STREET DRAIN INSTALLATION	1.00	EA	9,750.00	9,750.00
80	PAVEMENT MARKING	1.00	EA	104,000.00	104,000.00
90	RESTAURANT ENTRANCE REMOVAL	1.00	EA	14,000.00	14,000.00
100	CAR WASH ENTRANCE REMOVAL	1.00	EA	14,000.00	14,000.00
110	TRAFFIC CONTROL	1.00	EA	35,000.00	35,000.00
120	LOOP DETECTOR	1.00	EA	32,475.00	32,475.00
<b>GRAND TOTAL</b>					<b>\$1,438,088.00</b>

**NOTES:**

All provisions of our original bid dated 8/10/2016 to remain intact.

Sincerely,

J.M. Fahey Construction Company



Dave Haggard

### AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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

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

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

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

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

BEFORE ME, the undersigned authority, personally appeared Joseph T. Fahay, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Joseph T. Fahay  
Company: J. M. Fahay Construction Co  
Address: 408 High Brore Rd. Grandview, MO. 64050.

- 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 # 16-245-201.
- 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.

J. M. Fahey Construction Co.  
Company Name

Joseph P. Fahey  
Signature

Name: Joseph T. Fahey

Title: C.E.O.

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 10<sup>th</sup> day of August, 2016.

Notary Public: Mandy Strunk

My Commission Expires: Feb. 14, 2020



MANDY STRUNK  
My Commission Expires  
February 14, 2020  
Cass County  
Commission #12485057

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

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

Company ID Number: 178720

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 178720

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

Employer: J. M. Fahey Construction Company	
<u>Bridget K. Fahey</u> Name (Please Type or Print)	Title
<u>Electronically Signed</u> Signature	<u>01/12/2009</u> Date
Department of Homeland Security – Verification Division	
<u>USCIS Verification Division</u> Name (Please Type or Print)	Title
<u>Electronically Signed</u> Signature	<u>01/12/2009</u> Date





**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: August 22, 2016

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

**TITLE / ISSUE / REQUEST**

Bill 3204 Staff is requesting Council amend the FY2016 Capital Budget for work associated with the 58 Highway Overlay project.
---

**FINANCIAL IMPACT**

Award To:	
Amount of Request/Contract:	Budget Amendment in the total amount of \$1,470,514
Amount Budgeted:	\$0
Funding Source/Account#:	Excise Tax Fund (37), 2016 Transportation GO Bond

**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**

Bill 3204
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REVIEWED BY:

Jim Feuerborn
---------------

## BACKGROUND / JUSTIFICATION

Staff is requesting that Council approve Bill 3204 which will provide additional funding in the amount of \$1,470,514 for the 58 Highway Overlay Project and to provide funds for any unforeseen conditions that may arise.

The General Obligation Bond funds available for this project total \$1,400,000. They had not yet been included in the Fiscal Year 2016 Budget although the funds have been received. A budget amendment is necessary in the Transportation General Obligation Fund to account for the use of these funds on this project.

The total bid price for the work to be done on this project is \$1,400,513.60. This does not include a contingency amount for the project. Staff is recommending that in addition to the base budget amendment in the G.O. Bond Transportation Fund, the Council also approve a budget amendment in the Excise Tax Fund of \$70,514 to account for the \$514 amount over General Obligation Funding as well as contingency and engineering oversight that may be necessary in the project.

**BILL 3204**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2016 CAPITAL BUDGET. ”**

**WHEREAS**, in April of 2016 the voters approved general obligation bonds to fund various street projects in the city, including the overlay of 58 Highway; and

**WHEREAS**, a budget amendment to provide for the 58 Highway Overlay project in the Fiscal Year 2016 budget is necessary.

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

Section 1. That the City of Raymore Fiscal Year 2016 Capital Budget is amended to the following amounts:

	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
Expenditures:			
Transportation GO Bond Fund	\$0	\$1,400,000	\$1,400,000
Excise Tax Fund	\$224,000	\$294,514	\$70,514

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 22ND DAY OF AUGUST, 2016.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF SEPTEMBER, 2016 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke, III  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg

Councilmember Moorhead

ATTEST:

APPROVE:

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

\_\_\_\_\_  
Kristofer P Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



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

DATE: August 22, 2016

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

**TITLE / ISSUE / REQUEST**

Bill 3201  
Staff is requesting Council to award the City Wide Median Beautification Project to Breit Construction.

**FINANCIAL IMPACT**

Award To: Breit Construction  
Amount of Request/Contract: \$75,650.00  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date

**STAFF RECOMMENDATION**

Award of the City Wide Median Beautification Project to Breit Construction.

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Bill 3201  
Contract

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Bids were received and opened on August 3, 2016. A total of one (1) bid was received and summarized below:

Bidder:	Amount:
Breit Construction	\$75,650.00

Section 135.020 (F) of the City Code provides for the procedure when single bids or proposals are received. It provides:

F. Single Bids Or Proposals. When only one (1) bid or proposal is received in response to a solicitation, City staff may enter into negotiations with the sole responder to the bid/proposal solicitation. If staff believes that the following three (3) conditions have been met, then the negotiated award may be recommended to the City Council.

1. The bidder is responsible. The bidder is qualified and background and reference check have been completed on the bidder.
2. The bid, in the determination of the Procurement Officer, fully addresses the scope of work outlined in the request for proposal or bid, and meets all of the conditions set forth in the general and specific requirements of the request for proposal or bid.
3. The RFP was properly and effectively advertised and a diligent effort was made to notify vendors of the RFP.

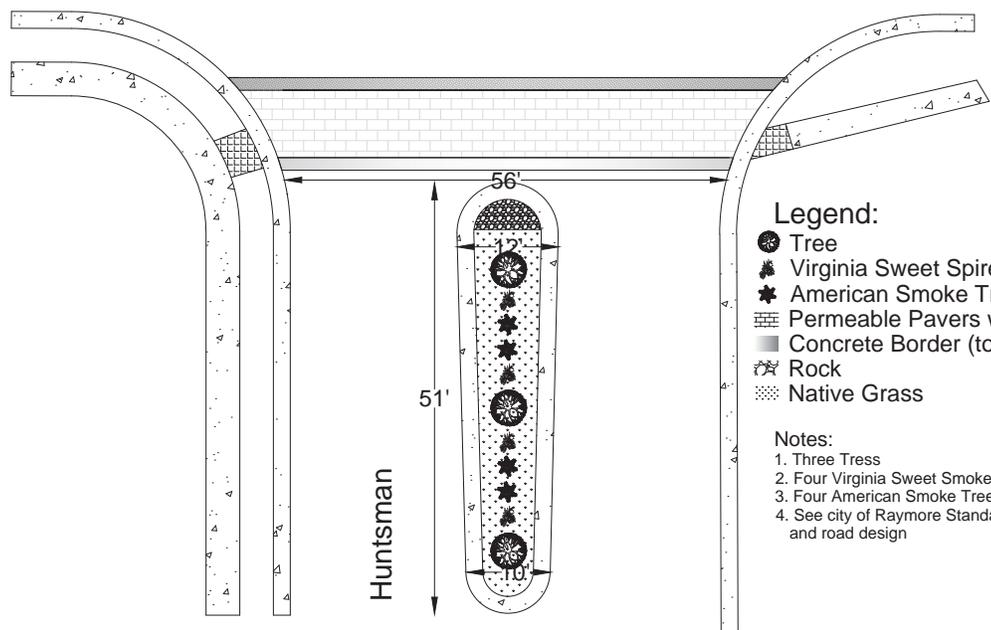
The City's Procurement Officer has verified that the conditions outlined above have been met. Staff has checked references for work recently performed for other public agencies. There were no issues or concerns about the work performed. Staff recommends award of the contract to Breit Construction

Staff recommends award of the contract to Breit Construction in the amount of \$75,650.00



Huntsmand and Foxwood Dr  
400 ? Sq. Ft. +/-

### Foxwood Drive (58 Highway)



#### Legend:

- Tree
- ★ Virginia Sweet Spire Bush
- ★ American Smoke Tree
- ▨ Permeable Pavers w/ Drainage System
- Concrete Border (toe wall)
- ⬢ Rock
- ▤ Native Grass

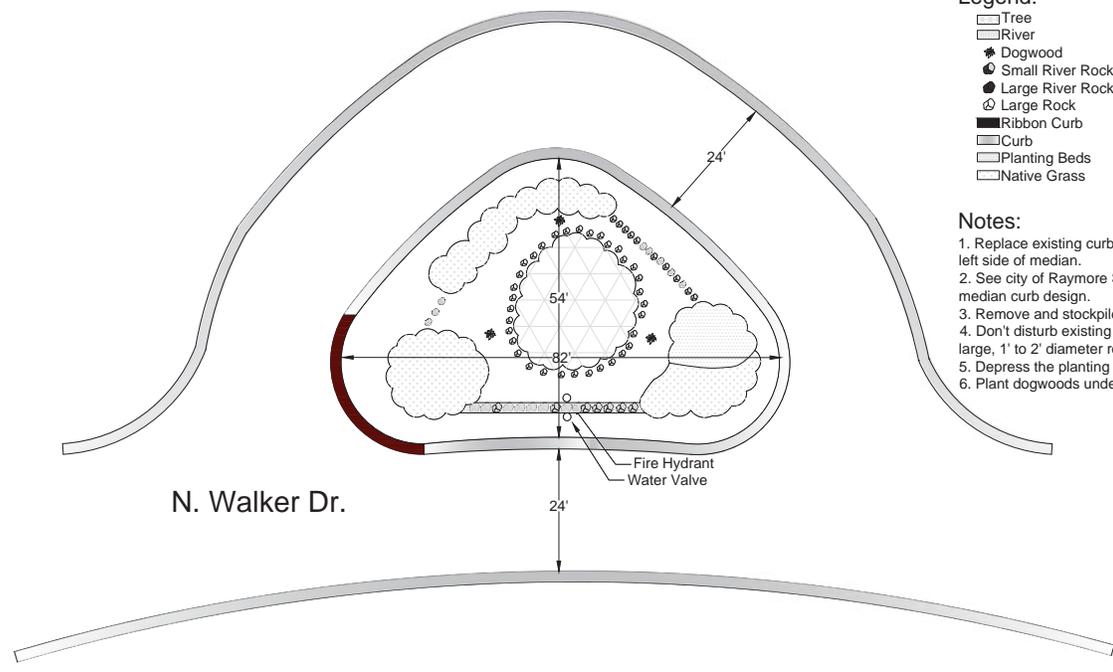
#### Notes:

1. Three Tress
2. Four Virginia Sweet Smoke Spire Bushes
3. Four American Smoke Trees
4. See city of Raymore Standard Specs for median curb and road design

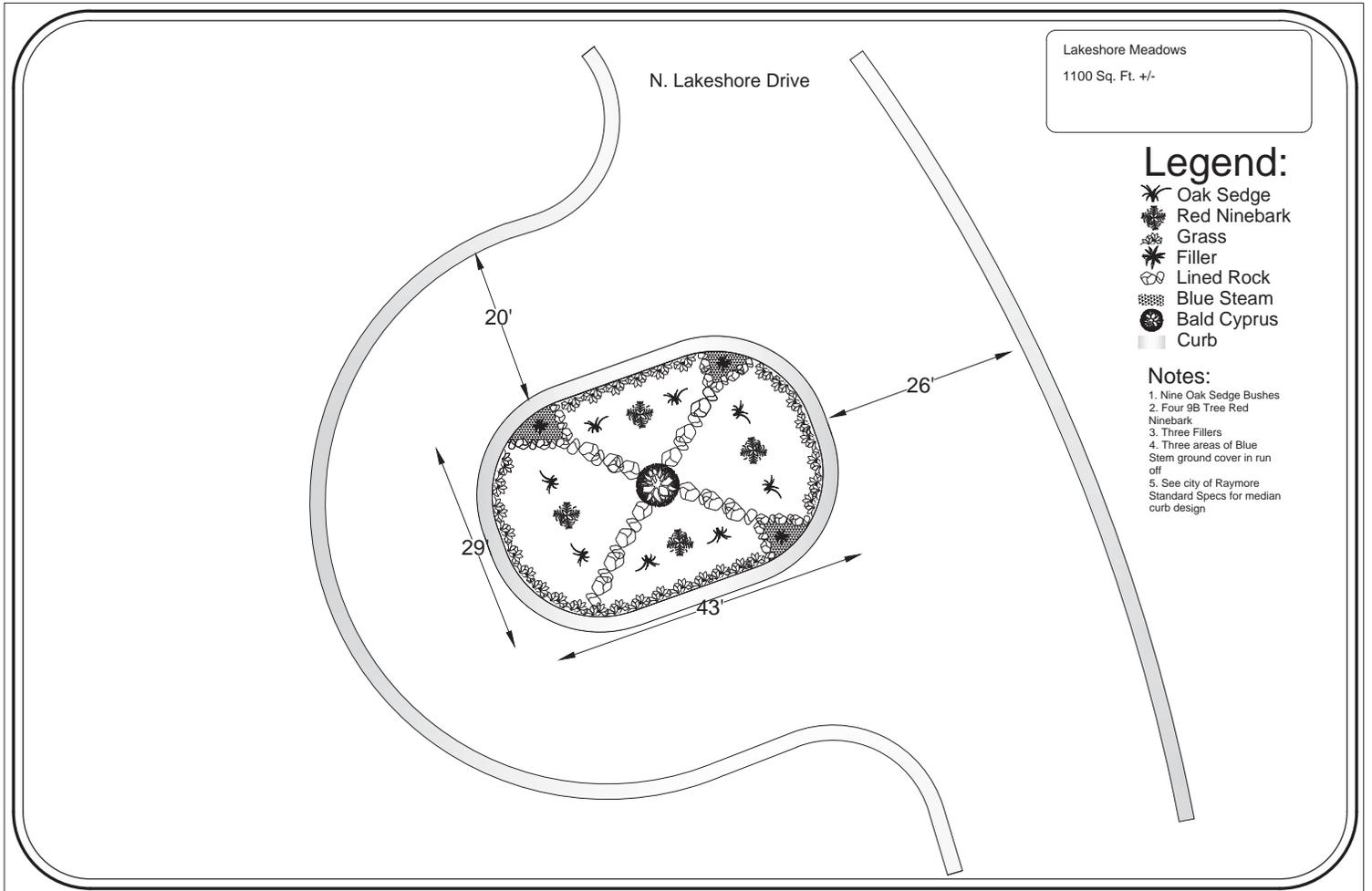
Town Center - N. Walker  
 3310 Sq. Ft. +/-

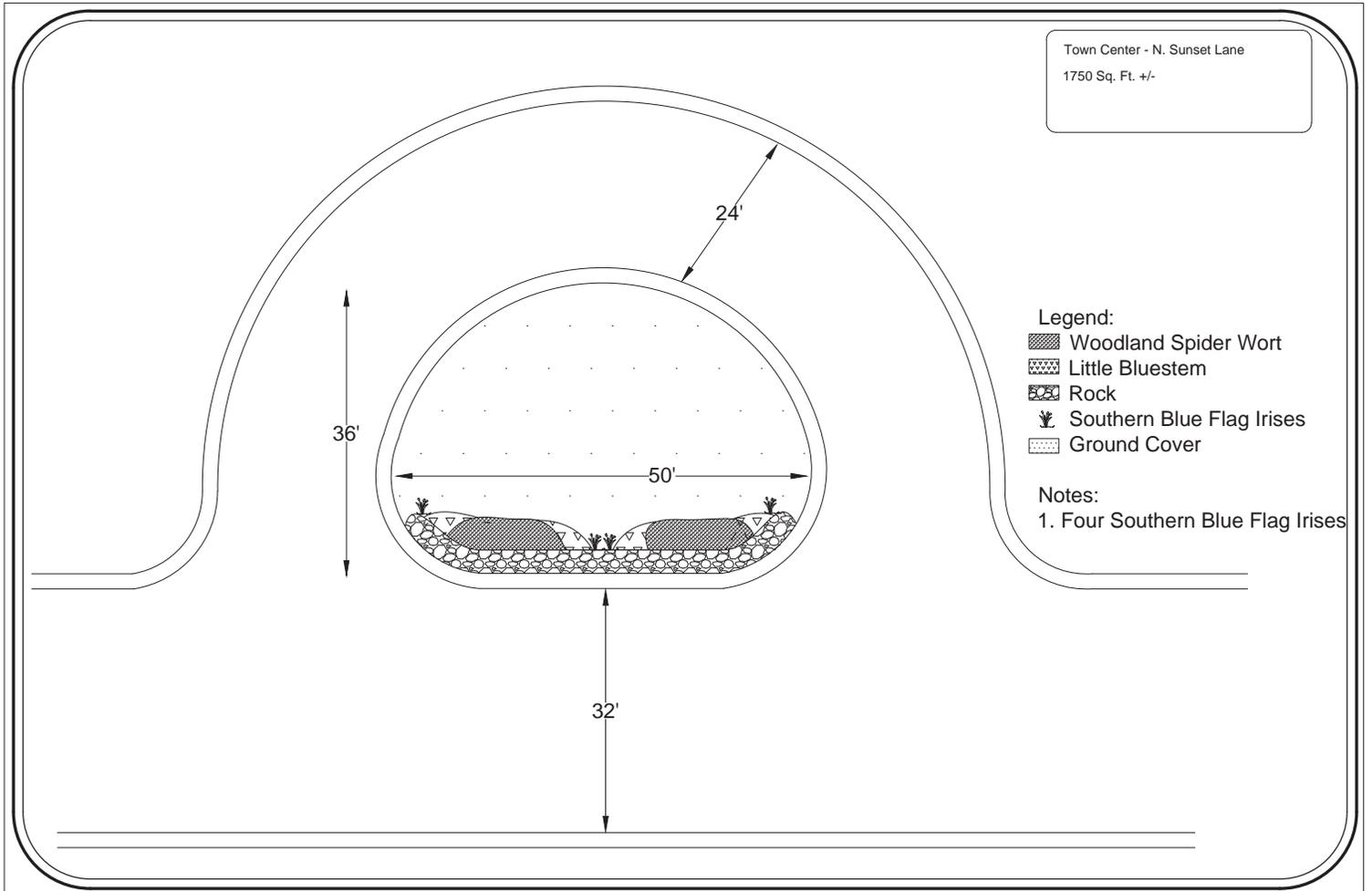
- Legend:**
- Tree
  - River
  - ✱ Dogwood
  - Small River Rock
  - Large River Rock
  - ⊕ Large Rock
  - Ribbon Curb
  - ▭ Curb
  - ▭ Planting Beds
  - ▭ Native Grass

- Notes:**
1. Replace existing curb with Ribbon Curb on left side of median.
  2. See city of Raymore Standard Specs for median curb design.
  3. Remove and stockpile loose stone.
  4. Don't disturb existing trees - border with large, 1' to 2' diameter rock.
  5. Depress the planting beds by 6 inches.
  6. Plant dogwoods under existing tree canopy.



N. Walker Dr.





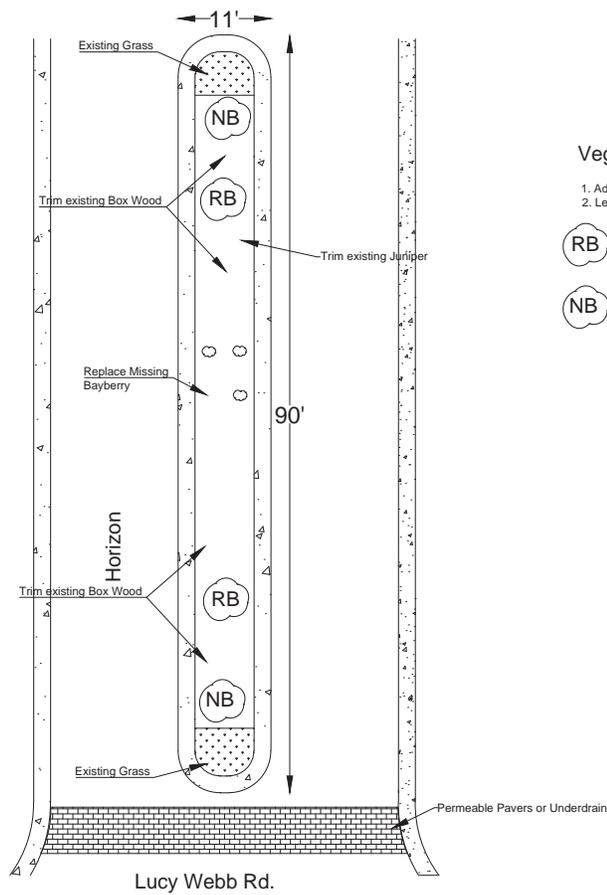
Skyview East  
600 Sq. Ft. +/-

**Vegetation to be planted**

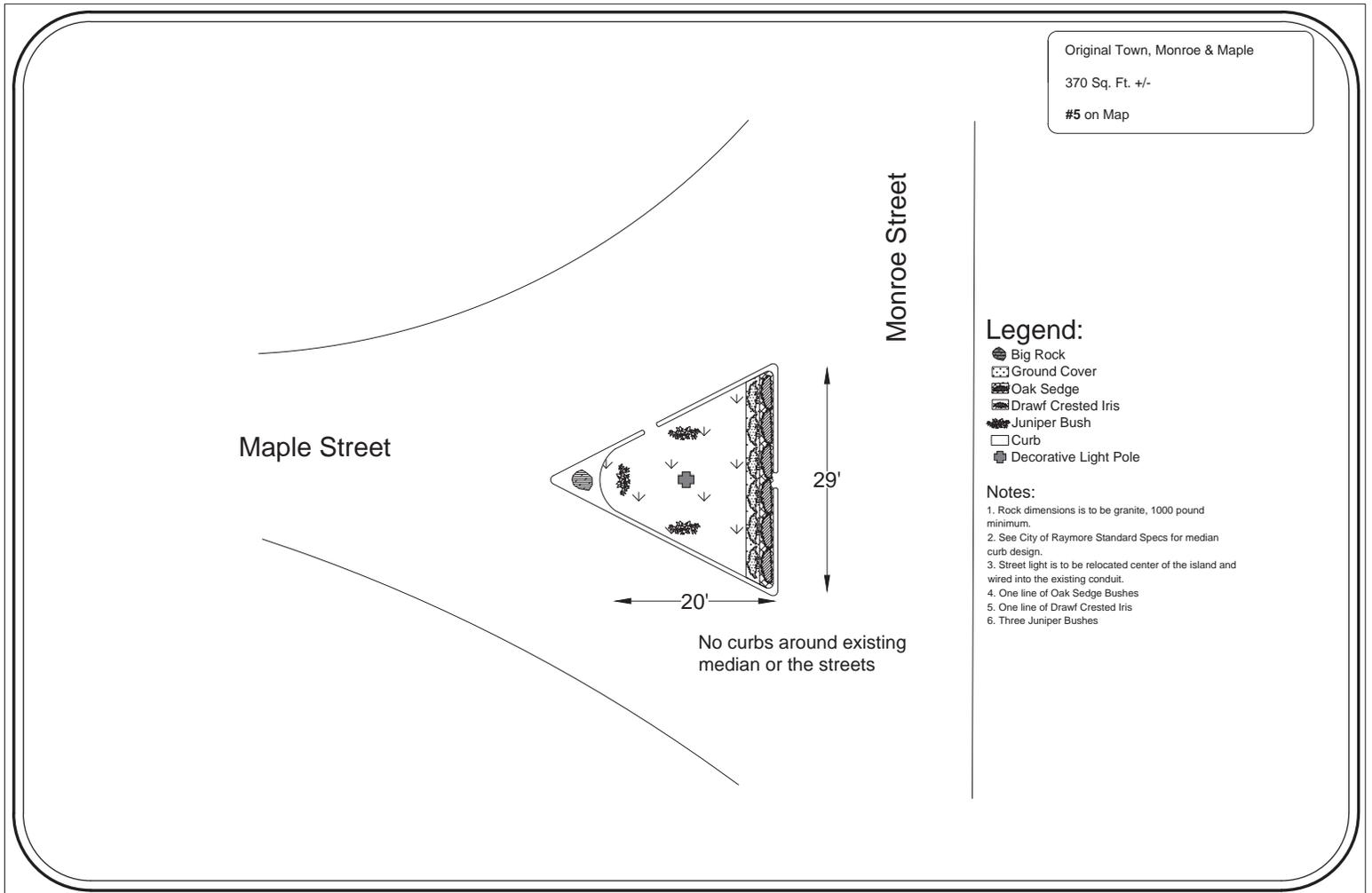
1. Add Missouri Primrose groundcover into the existing Juniper.
2. Leave existing grass at each end of the median.

**RB** Redbud - plant in locations indicated

**NB** Nine Bark - plant in locations indicated



Lucy Webb Rd.





## CITY OF RAYMORE

### VENDOR PERFORMANCE EVALUATION FOR SERVICE AND MAINTENANCE CONTRACTS

Date: 01/20/2016

Contractor Name: Breit Construction L.L.C.		Contract Title and Number: Owen Good Odor Control Construction 15-183-201		
Purchase Order Number: 155709	Contract Term: 120 days	Contract Period:	From: July 24, 2015	To: November 21, 2015
Contract Value: \$230,862.90		Facility: Owen Good Lift Station		

#### PERFORMANCE:

#### RATINGS (for Quality of Work)

<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Contractor's performance surpasses contract requirements, Contractor takes the "extra step" to ensure high quality performance.	Contractor's performance in full compliance with contract terms. No major problems meeting contract requirements.	Noncompliance in performance compromising the achievements of contract requirements.

#### 1. Quality of Work

A. Work performed in compliance with Contract Terms

Excellent  Acceptable  Unacceptable

Comments:

B. 1. Were liquidated damages imposed?

Yes  No If yes, state reason, how often?

Comments:

2. Was the situation remedied?

Yes  No

Comments: N/A

#### RATINGS (for Materials, Supplies, Equipment)

<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Materials, supplies, and equipment surpassed contract requirements resulting in high quality performance e.g. cleanliness, supplies inventoried and extras kept in reserve for emergencies. Contractor continually vigilant in overseeing that all materials and equipment meet or exceeded OSHA requirements.	Materials, supplies, equipment fulfills contract requirements, supplies adequate, no major shortages, OSHA requirements met.	Materials, supplies, equipment, inadequate, non-compliance with OSHA requirements and compromising the achievements of contract requirements.

#### 2. Materials, Supplies, Equipment:

Were adequate materials, supplies and equipment provided as required?

Were materials and equipment in compliance with OSHA requirements?

Excellent  Acceptable  Unacceptable

Yes  No

Comments:

<b>RATINGS (for Staff)</b>		
<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Staff coverage better than adequate in operation of emergencies, staff is outstanding and conscientious, trained for highest efficiency and safety, staff maintains a positive attitude with focus on customer service, i.e. receptive, friendly, neatly dressed, staff is highly cooperative and reliable, willing to identify with facility objectives as a business partner.	Adequate staff coverage and performance to achieve the requirements and goals of the contract, staff present a positive attitude, i.e. receptive, cooperative, neatly dressed, accommodating, staff is adequately trained for the functions and requirements of the contract.	Inadequate number of staff compromising the achievement of contract requirements, staff not trained or poorly trained to perform contract requirements impacting the quality of performance and health and safety requirements at the facility, little to no focus on customer service, e.g. poor appearance, negative attitude, uncooperative staff.

**3. Staff**

A. Adequate number of staff available as required?

Excellent  Acceptable  Unacceptable

Comments:

B. Training of Staff?

Excellent  Acceptable  Unacceptable

Comments:

C. Did staff perform in a professional manner?  
 e.g. cooperative, receptive, positive attitude, good appearance, reliable, demonstrated willingness to identify with goals and objectives of the facility as a business partner.

Excellent  Acceptable  Unacceptable

Comments:

D. Was there a focus on customer service?  
 e.g. cooperative, receptive, positive attitude, good appearance, reliable, demonstrated willingness to identify with goals and objectives of the facility as a business partner.

Excellent  Acceptable  Unacceptable

Comments:

E. How was staff turnover rate high or low? Reason?

High or  Low  Acceptable  Unknown

Comments:

<b>MANAGEMENT AND SUPERVISION:</b>		
<b>RATINGS (Management and Supervision)</b>		
<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Contractor's Management and Supervision is pro-active i.e. always accessible and communicates with facility personnel to ensure high quality performance. Contractor's response to facility requests in emergency situations, is immediate, often overcoming obstacles, situation or condition immediately remedied.	Contract Management and Supervision is accessible to facility personnel as required by the contract, response time to facility requests e.g. to correct or remedy situation, is timely and the situation or condition requiring attention is remedied.	Lack of communication from Management and Supervision compromising the achievements of the contract, no response or delayed response (beyond a reasonable time) to situations requiring attention not remedied in a timely manner resulting in utilization of facility resources to correct the situation.

**1. Communication and Accessibility**

Excellent  Acceptable  Unacceptable

Comments:

**2. Creativity and Initiative**

Excellent  Acceptable  Unacceptable

Comments:

**3. Responsiveness to facility requests**

Excellent  Acceptable  Unacceptable

Comments:

**4. Prompt and effective correction of situations and conditions during construction, or warranty period**

Excellent  Acceptable  Unacceptable

Comments:

<b>ADMINISTRATION:</b>		
<b>RATINGS (Administration)</b>		
<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Wage and supplemental benefit requirements surpassed, complete, accurate documentation is always submitted in the time frame required or sooner, or if requested by the facility. Documentation is always submitted in the format required by the contract/facility. Contractor surpasses requirements of its submitted M/WBE subcontracting plan. Contractor and its employees are in full compliance with the licensing requirements of the Contract and the Contractor is pro-active in assuring all employees licenses remain current.	Wage and supplemental benefit requirements met, documentation is complete and submitted in the time frame required and in the format required by the facility. Minor non-compliance is corrected immediately with little to no impact on the achievement of the contract requirements. Contractor fully complies with its submitted M/WBE subcontracting plan. Contractor and its employees are in full compliance with the licensing requirements of the Contract.	Non-compliance with wage and supplemental benefit requirements, Contractor fails to submit required documentation in the time frame required and in the format required, compromising the achievement of the contract requirements. Non-compliance with Contractor's submitted M/WBE plan. Non-compliance by the Contractor and/or its employees with the licensing requirements of the Contract.

**1. Has the Contractor complied with wage and supplemental benefit requirements?**

Excellent  Acceptable  Unacceptable  
 N/A

Comments:

**2. Documentation**

Were records, receipts, invoices and computer generated reports received in a timely manner and in compliance with contract specifications?

Excellent  Acceptable  Unacceptable

Comments:

3. Has contractor complied with their submitted M/WBE subcontracting plan?

Excellent  Acceptable  Unacceptable  
 N/A

Comments:

4. Has the Contractor and its employees, if applicable, complied with the licensing requirements of the Contract?

Excellent  Acceptable  Unacceptable

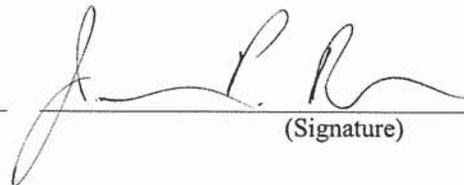
Comments:

**OVERALL ASSESSMENT**

Excellent  Very Good  Acceptable  Fair  Unacceptable

Comments:

Name of Evaluator: James P. Becker  
(Print)

  
(Signature)

Title: Engineering Technician

Date: 1 20 2016

**BILL 3201**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION LLC FOR THE CITY-WIDE MEDIAN BEAUTIFICATION PROJECT, CITY PROJECT NUMBER 16-244-201, IN THE AMOUNT OF \$75,650.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”**

**WHEREAS**, the City Wide Median Beautification project was included in the FY 2016 capital budget; and

**WHEREAS**, the City Council finds the improvements are necessary and finds it to be in the best interest of public health, safety, and welfare.

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

Section 1. The Mayor is hereby directed and authorized to enter into a negotiated contract in the amount of \$75,650 with Breit Construction, for the City-Wide Median Beautification project.

Section 2. The Mayor and City Clerk are hereby authorized to execute the contract hereto as Exhibit A for and on behalf of the City of Raymore.

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

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

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

**DULY READ THE FIRST TIME THIS 22ND DAY OF AUGUST, 2016.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF SEPTEMBER, 2016 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Burke, III  
Councilmember Holman  
Councilmember Hubach  
Councilmember Kellogg  
Councilmember Moorhead

ATTEST:

APPROVE:

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

\_\_\_\_\_  
Kristofer P Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



## CONTRACT FOR SERVICES

### **CITY WIDE MEDIAN BEAUTIFICATION**

#### AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 12th day of September, 2016, between Breit Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 551, Raymore, MO 64083, 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 September 12, 2016 and coincidental with the Mayor'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 16-244-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

## ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 60 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

## ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$75,650.

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

## ARTICLE IV CONTRACT PAYMENT

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 Engineers' estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

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

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

#### ARTICLE V INSURANCE REQUIREMENTS

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

#### ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

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 shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS. All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors 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 sub-contractors 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 23). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

#### ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. 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.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

#### ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

## ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2013 City of Raymore “Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction.”

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

## ARTICLE XI REQUIRED SAFETY TRAINING

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by 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 as required by Section 292.675, RSMo.
- B. 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.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

## 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” and “C” above have elapsed.

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

ARTICLE XIII  
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV  
ENTIRE AGREEMENT

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

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

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

**THE CITY OF RAYMORE, MISSOURI**

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

Kristofer P. Turnbow, Mayor

Attest: \_\_\_\_\_

Jean Woerner, City Clerk

(SEAL)

**BREIT CONSTRUCTION LLC**

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

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

Attest: \_\_\_\_\_

**APPENDIX A**  
**SCOPE OF SERVICES AND SPECIAL PROVISIONS**

**CITY WIDE MEDIAN BEAUTIFICATION**

**ANTICIPATED SCOPE OF SERVICES:**

Construction Services for the City Wide Beautification Project:

- Rehabilitating seven (7) medians throughout the City by a combination of curb replacement, landscaping and native plantings.
- Construction of 500 square foot crosswalk consisting of permeable pavers with a reinforced concrete border.
- Removal and replacement of surrounding asphalt..
- Underdrain installation.

1. **SPECIFICATIONS WHICH APPLY**

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

2. **PROJECT AWARD**

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

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

3. **PROJECT COMPLETION AND SCHEDULE**

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

General Conditions, Section 17.02 of the “Standard Contract Documents and Technical

Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri” July 2013 shall be amended to include the following:

Contractor shall complete work within 60 calendar days of execution of the Notice to Proceed.

Work shall commence within 2 weeks of the execution of the Notice to Proceed. Additional time may be added to adjust for planting season.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

**City Wide Median Beautification:**

- A. 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.
- B. Curb Replacement:** Curb Replacement will be paid for at the unit bid price per linear foot. The unit bid price for this item shall cover all equipment, labor and materials required to remove, dispose of and replace existing curb with new KCMMB 4K curb matching the existing.

- C. Lazy Back (CG-2) Curb:** Lazy Back (CG-2) Curb will be paid for at the unit bid price per linear foot. The unit bid price for this item shall cover all equipment, labor and materials to remove, dispose of and replace CG-2 curb at the locations indicated on the plans. Curb will be KCM MB 4k concrete.
- D. Straight 7” Curb:** Straight 7” Curb will be paid for at the unit bid price per linear foot. The unit bid price for this item shall cover all equipment, labor and materials to remove, dispose of and install curb at the locations indicated on the plans. Curb will be KCM MB 4k concrete.
- E. 12 “ Concrete (Paver Border):** 12 “ Concrete (Paver Border) will be paid per linear foot. The unit bid price for this item shall cover all equipment, labor and materials required to construct a 12”W X 24”H concrete border with #4 rebar on 12” centers. Border will be KCM MB 4k concrete.
- F. Permeable Pavers (Crosswalk):** Pavers (Crosswalk) shall be paid for at the unit bid price per square foot. The unit bid price for this item shall cover all equipment, labor and materials required to deliver and place the Pavers per design specifications. Pavers shall be **Pavestone Eco-Priora 699 Antique Red** (this product is manufactured locally). Graded base stone, perforated pipe and excavation for this item is bid separately.
- G. Base Stone/Aggregate:** Base aggregate shall be paid for at the unit bid price per ton. The unit bid price for this item shall cover all equipment, labor and materials required to deliver, place and mechanically stabilize the stone subbase to the thickness indicated in the specifications
- H. Removal of Existing Pavement:** Removal of Existing Pavement will be paid for at the unit bid price per cubic yard. The unit bid price for this item shall cover all equipment, labor and materials required to remove and dispose of the existing pavement and subgrade to a depth sufficient to allow the construction of the permeable paver stone subbase.
- I. 6” Perforated Pipe:** Shall be paid for at the unit bid price per,linear foot. The unit bid price shall include all labor, materials and equipment required to install pipe as part of the permeable paver system. Excavation is subsidiary to Item H (Removal of existing pavement)
- J. Base Patching (Full Depth):** Asphalt will be paid for at the unit bid price per square ton. The unit bid price shall cover all equipment, labor and materials required to place 6”APWA Type I recycled base asphalt topped with 2” Type 3 asphalt. Removal and disposal of existing asphalt is subsidiary to this item.
- K. Median Pavers:** Pavers (Median) shall be paid for at the unit bid price per square foot. The unit bid price for this item shall cover all equipment, labor and materials required to deliver and place the Pavers per design specifications. Pavers shall be **Pavestone City Stone 80 Antique Red** (this product is manufactured locally). Graded aggregate (4” deep) is subsidiary to this item.
- L. Topsoil:** Topsoil shall be paid for at the unit bid price per cubic yard. The unit bid price shall include all necessary labor, equipment and materials

required for furnishing, hauling, stockpiling if required, removal of unsuitable soils, scarifying if required and placement.

- M. Native Planting/Grasses:** Native grasses shall be paid by the square yard with live plants to be spaced at the rate of 1 quart per square yard. The unit bid price for this item shall cover all equipment, labor and materials required to deliver and plant .Plants shall be Little Bluestem, Oak/Pennsylvania Sedge, Coral Honeysuckle or similar. Mulch is subsidiary to this item.
- N. Shrubs/Bushes:** Shrubs/Bushes shall be paid for at the unit bid price for each. The unit bid price for this item shall cover all equipment, labor and materials required to deliver and plant. Plant size shall be one gallon and shall be Bayberry, Juniper, Nine bark or similar.
- O. Tree:** Tree shall be paid for at the unit bid price for each. The unit bid price for this item shall cover all equipment, labor and materials required to deliver and plant. Tree shall be 3” diameter and Redbud, Crimson Maple or similar.
- P. River Rock:** River Rock shall be paid for at the unit bid price per square foot. The unit bid price shall include all labor, materials and equipment required to place river rock as specified per plan. Rock shall be 3” to 5” in diameter.
- Q. Underdrain:** Underdrain shall be paid for at the unit bid price per,linear foot. The unit bid price shall include all labor, materials and equipment required to install underdrain as per plan.
- R. Manhole Adjustments:** Manhole Adjustments shall be paid for at the unit bid price per each. The unit bid price shall include all labor, materials and equipment to adjust manholes in the street to the level of the new pavement as per the method specified in the plans.
- S. Traffic Control:** Traffic Control shall be paid for as a lump sum item at the unit bid price. The unit bid price shall include all labor, materials and equipment control traffic as per the plan submitted by the contractor and approved by the City.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 16-244-201**

**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 September, 2016.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the 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). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforced or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

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

\$ 50,000 Fire Damage Limit

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

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 23 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

P. *Prevailing Wage Requirement*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 23). 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) if a worker 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*

The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the “Business License” required of all 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.

R. *Bid Bond*

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

S. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the

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

*T. Payment Bond*

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

*U. Maintenance Bond*

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is

to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

*V. 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.

*W. Release of Information*

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

*X. Affidavit of Work Authorization and Documentation:*

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

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

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

**PROPOSAL FORM A**  
RFP 16-244-201

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

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

FIRM NAME: Breit Construction LLC

ADDRESS: PO Box 551  
Street

ADDRESS: Raymore MO 64083  
City State Zip

PHONE: 816-322-6951

E-MAIL: breitconst@yahoo.com

DATE: 8/3/2016  
(Month-Day-Year)

Andrew Brit - Construction Manager  
Signature of Officer/Title

DATE: 8/3/2016  
(Month-Day-Year)

Roger K Brit - Owned Member  
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 16-244-201

**CONTRACTOR DISCLOSURES**

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

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

## Legal Matters

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

Yes  No      If yes, provide details in an attachment.

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

Yes  No      If yes, provide details in an attachment.

## Required Representations

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

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

**PROPOSAL FORM C**  
 RFP 16-244-201

**EXPERIENCE / REFERENCES**

To be eligible to respond to this RFP, the proposing firm must be regularly engaged in the bulk salt services business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. \*Please list any Municipalities that you have done work for in the past 48 months.

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

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

<b>COMPANY NAME</b>	<i>See attached Work Reference</i>
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

State the number of Years in Business: \_\_\_\_\_

State the current number of personnel on staff: \_\_\_\_\_

**Breit Construction LLC**  
**PO Box 551 Raymore, MO. 64083**  
**(816) 322-6951 Fax (816) 322-1241**  
**breitconst@yahoo.com**

**Work Reference**

**Name: City of Raymore**  
**Contact: Lorie Crandall**  
**Title: City Inspector**  
**Mailing Address: 100 Municipal Circle Raymore, MO 64083**  
**Telephone: 816-331-1852 Email: lcrandell@raymore.com**  
**Project Name: 2015 Sanitary Sewer Rehabilitation**  
**Amount: \$70,623**  
**Date Completed: 12/12/2015**

**Name: Wil-Pav Inc.**  
**Contact: Dan Ward**  
**Title: Project Manager**  
**Mailing Address: 12900 E. Kentucky Rd. Sugar Creek, MO 64050**  
**Telephone: 816-836-1786 Email: dan@wilpav.com**  
**Project Name: Auto Zone Independence**  
**Amount: \$58,812**  
**Date Completed: 10/14/2015**

**Name: Summit Custom Homes**  
**Contact: David Price**  
**Title: Vice President Strategic Planning & Development**  
**Mailing Address: 120 SE 30<sup>th</sup> St. Lee's Summit, MO 64082**  
**Telephone: 816-246-6700 Email: david@summitcustomhomeskc.com**  
**Project Name: Mill Creek 3<sup>rd</sup> Plat**  
**Amount: \$1,017,011**  
**Date Completed: 6/26/2015**

**Name: Wil-Pav Inc.**  
**Contact: Dan Ward**  
**Title: Project Manager**  
**Mailing Address: 12900 E. Kentucky Rd. Sugar Creek, MO 64050**  
**Telephone: 816-836-1786 Email: dan@wilpav.com**  
**Project Name: Main Event Independence**  
**Amount: \$408,650**  
**Date Completed: 11/17/2015**

**Name: City of Raymore**  
**Contact: Phil Becker**  
**Title: City Inspector**  
**Mailing Address: 100 Municipal Circle Raymore, MO 64083**  
**Telephone: 816-331-1852 Email: jbecker@raymore.com**  
**Project Name: Owen Good Pump Station Odor Control Improvements**  
**Amount: \$231,113**  
**Date Completed: 1/15/2016**

**PROPOSAL FORM D**

RFP 16-244-201

Proposal of Breit Construction LLC, organized and existing  
(Company Name)  
under the law of the State of Missouri, doing business  
as LLC (\*)

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. 16-244-201 - \_\_\_\_\_.

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. 16-244-201  
 CITY WIDE MEDIAN BEAUTIFICATION**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization	LS	1	4000	4000
Traffic Control	LS	1	700	700
Type CG-2 Curb	LF	150	32	4800
Median Curb (7" Straight)	LF	250	28	7000
12" Concrete (Paver Border)	LF	120	60	7200
Permeable Pavers (Crosswalk)	SF	500	15	7500
No. 8 (40 to 50mm) Aggregate	TON	7	100	700
No. 57 (100mm) Stone	TON	15	20	300
No. 2 (150mm) Stone	TON	30	20	600
Removal of Existing Pavement	CY	55	60	3300
Pavers (Median)	SF	70	45	3150
6" Perforated Pipe	LF	60	50	3000
Underdrain (Grassy Areas)	LF	50	40	2000
Base Patching (Full Depth)	TON	50	170	8500
Manhole Adjustment	EA	1	3500	3500
Topsoil	CY	25	30	750
Native Planting/Grasses	SY	150	40	6000
Shrubs/Bushes	EA	12	300	3600
Tree Removal	EA	2	500	1000
Tree	EA	4	700	2800
River Rock	SY	50	45	2250
Decorative Streetlight Relocation	EA	1	AB 6000 3000	6000 3000 AB
TOTAL BASE BID				75,650

**Total Base Bid for Project**

**Number: 16-244-201**

\$ 75,650

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

(\$ Seventy-five thousand six hundred fifty and <sup>2</sup>/<sub>100's</sub>)

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

BID OF: Breit Construction LLC  
(Firm Name)

DATE: 8/3/2016

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by e-mail at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after July 29th, 2016 at 5 p.m.

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

Company Name: Breit Construction LLC  
By: Andrew Breit  
Title: Construction Manager  
Address: PO Box 551  
City, State, Zip: Raymore, MO 64083  
Date: 8/3/16 Phone: 816-322-6951  
Signature of Bidder: Andrew C Breit

**ADDENDUM MUST BE SUBMITTED WITH BID**



# E-Verify

Company ID Number: 175581

## Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Breit Construction LLC

Company Facility Address: 310 S Lincoln

Raymore, MO 64083

Company Alternate

Address: PO Box 551

Raymore, MO 64083

County or Parish: CASS

Employer Identification

Number: 431330881

North American Industry  
Classification Systems

Code: 237

Parent Company: Breit Construction LLC

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)



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Employer Breit Construction LLC

**William Breit**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/05/2009

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/05/2009

Date

# Miscellaneous



THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, AUGUST 1, 2016, AT 7:00 P.M. AT RAYMORE CITY HALL.

COUNCIL PRESENT: MAYOR TURNBOW AND COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE, HOLMAN, HUBACH, KELLOGG, MOORHEAD, AND STEVENS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MEREDITH HAUCK, CITY ATTORNEY JONATHAN ZERR.

Mayor Turnbow called the work session to order at 7:00 p.m.

A. Little Blue Valley Sewer District Presentation

City Manager Jim Feuerborn introduced Greg Boettcher, Executive Director and Jeff Shook, Assistant Director of Little Blue Valley Sewer District (LBVSD) who provided information on the District's upcoming \$20 million phase III bond issue and improvements associated with the issuance. He asked Council for support. By consensus, Council directed staff to present a Resolution at the August 8 Council meeting for formal consideration of the support.

B. Ward Park Place Shooting Incident

City Manager Jim Feuerborn and Chief of Police Jan Zimmerman provided details on a shooting incident in the Ward Park Place subdivision which occurred on June 4 from surrounding land zoned as agricultural. Results and recommendations that came from a special meeting of the Ward Park Place homeowners association on July 14 were provided to Council. Staff reviewed a proposed educational campaign for residents of Ward Park Place, surrounding property owners located in the county, and other areas of the City that border unincorporated and agricultural land. After discussion, Council requested staff to refine the zoning map and return an opinion from the City Prosecuting Attorney regarding removing the word "knowingly" and the agricultural exemption from the City Code. Consensus was provided to proceed with the educational campaign materials.

C. Charter Review Commission Applications

City Manager Jim Feuerborn stated at the last meeting on this topic, Council indicated they would like to see the two applicants from Wards 1, 3 and 4 on the Commission as these were the only two applications received. The Mayor indicated his nomination was for Councilmember Moorhead, from Ward 2, to serve as the ninth member. Ward 2 Councilmembers put forth Stephanie Dareing, Joseph Burke, III and Rahsaan (Rocky) Balfour individuals for discussion. Council provided consensus to appoint Stephanie Dareing and Joseph Burke from Ward 2 to serve the Commission. A Resolution will be brought forth for formal consideration at the August 22 Council meeting naming Ward 1 members Sheldon Castleman and Tim Stidham, Ward 2 members Derek Moorhead, Stephanie Dareing, and Joseph Burke,

III, Ward 3 members Michael Wilson and Matthew Wiggins, and Ward 4 members Charlene Hubach and Calvin Acklin.

D. Economic Development Overview of Strategic Gateway Property - Northeast Corner of 58 Highway and Kentucky Road

City Manager Jim Feuerborn and Special Economic Development Counsel David Bushek outlined objectives and possible tax incentive options for the future development of this area. After discussion, Council provided staff direction to begin the initial exploration of tax incentives and collection of data information on the properties in this area.

E. Other

Mayor Turnbow adjourned the work session of the Raymore City Council at 9:03 p.m.

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, AUGUST 15, 2016, AT 6:30 P.M. AT RAYMORE CITY HALL.

COUNCIL PRESENT: MAYOR TURNBOW AND COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE, HOLMAN, KELLOGG, AND MOORHEAD. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MEREDITH HAUCK, CITY ATTORNEY JONATHAN ZERR AND CITY STAFF MEMBERS.

Mayor Turnbow called the work session to order at 6:30 p.m.

A. Fiscal Year 2017 Budget and CIP Transmittal

City Manager Jim Feuerborn transmitted the proposed FY 2017 Budget and Capital Improvement Program to the City Council. After discussion and general questions of clarifications, staff was asked to provide estimated costs on the items below at the next work session.

- Portable radios for members of the CERT team
- Protective vests for members of the Chaplains program
- Lighting on the trail in Memorial Park
- Enhancements to community service programs for the juvenile justice system

**MOTION:** By Councilmember Moorhead, second by Councilmember Burke to adjourn to Executive Session to discuss personnel as authorized by §610.021 (3) .

<b>ROLL CALL VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Absent
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Stevens	Absent

Mayor Turnbow adjourned the work session of the Raymore City Council to Executive Session at 9:02 p.m.



**THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, JUNE 28, 2016, IN THE CITY HALL COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.**

**MEMBERS PRESENT:** Chairman Manson, Members: Castleman, Cipolla, Eastwood, Harris, Heath, Houdyshell, Seimears and Trautman.

**STAFF PRESENT:** Director Musteen, Superintendent Rulo, Superintendent McLain and Recreation Coordinator Keith

**1. Call to Order** Chairman Manson called the meeting to order 7:00 p.m.

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Personal Appearance**

None

**5. Acceptance of Minutes of May 24, 2016 Meeting**

**Motion:** Member Harris moved to approve the minutes.  
Member Castleman seconded.

**Discussion:** None

<b>Vote:</b>	9 Aye	Member Castleman	Aye
	0 Nay	Member Cipolla	Aye
	0 Abstain	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Seimears	Aye
		Member Trautman	Aye

**6. Public Comment**

None

**7. Committee Reports**

*Finance Committee* - did not meet

*Grounds Committee* - did not meet

*Recreation Committee* - did not meet

**8. Staff Reports**

Superintendent McLain, Superintendent Rulo and Director Musteen gave a verbal report, in addition to the written reports submitted.

**APPROVED: July 26, 2016 (8-0)**

## 9. Unfinished Business

None

## 10. New Business

### A. Budget Recommendation

Department Staff began the process of preparing the FY17 Budget in early May. During this process, we evaluated current FY16 budget expenditures, projections and future needs.

Final projections for tax revenue, personnel matters, fuel prices, insurance, etc., were estimated for the proposed budget and will be finalized by the Finance Director and approved by the City Manager in July/August prior to the budget presentation to the City Council.

**Motion:** Member Harris moved to accept the 2017 Operations Budget as presented.  
Member Castleman seconded.

**Discussion:** None

<b>Vote:</b>	9 Aye	Member Castleman	Aye
	0 Nay	Member Cipolla	Aye
	0 Abstain	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Seimears	Aye
		Member Trautman	Aye

### B. 2016 Park Shade Structure

In October of 2015, the City Council designated \$194,000 towards the purchase and installation of shade structures at each of the 6 fields at the Recreation Park Baseball Complex. This project would provide shade for the bleachers, and be aesthetically pleasing to a revitalized baseball/softball complex that has seen new infield playing surface, backstops, dugouts, and all fences throughout the complex. This project will be the "Wow" factor of a virtually new Baseball Complex.

Shade Systems by Out & About, LLC was the low bidder and during the work session on June 14, the Park Board did select Shade Systems by Out & About, LLC as the lowest, best bidder.

Shade Systems by Out & About, LLC was the only bidder that submitted an alternate bid that included a shade structure that wraps around the baseball concession stand.

The concession stand structure was well received by the Park Board.

**Motion:** Member Harris moved to accept the contract with Shade Systems by Out & About, LLC for \$111,223.  
Member Cipolla seconded.

**APPROVED: July 26, 2016 (8-0)**

**Discussion:** None

<b>Vote:</b>	9 Aye	Member Castleman	Aye
	0 Nay	Member Cipolla	Aye
	0 Abstain	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Seimears	Aye
		Member Trautman	Aye

**Motion:** Member Harris moved to accept and recommend that the project include the alternate bid in the amount of \$87,594 for the concession stand shade structure. Member Houdyshell seconded.

**Discussion:** None

<b>Vote:</b>	9 Aye	Member Castleman	Aye
	0 Nay	Member Cipolla	Aye
	0 Abstain	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Seimears	Aye
		Member Trautman	Aye

### **C. 2016 Recreation Park Baseball Field Renovation**

With the approval of Shade Systems by Out & About, LLC for the base-bid project of field shade structures and the alternate bid acceptance for the concession stand structure, an amendment to the budget will be required.

A budget amendment of the capital fund for \$15,000 is being proposed for FY16 that authorizes staff to include the alternate bid in the contract and provides a 5% contingency for the City Manager to authorize any changes or adjustments needed during the project.

**Motion:** Member Harris moved budget amendment of \$15,000 to allow for contingencies. Member Houdyshell seconded.

**Discussion:** None

<b>Vote:</b>	9 Aye	Member Castleman	Aye
	0 Nay	Member Cipolla	Aye
	0 Abstain	Member Eastwood	Aye
		Member Harris	Aye

**APPROVED: July 26, 2016 (8-0)**

Member Heath	Aye
Member Houdyshell	Aye
Member Manson	Aye
Member Seimears	Aye
Member Trautman	Aye

## 10. Board Elections

### A. Call for nominees - Board Chair

**Nomination:** Member Eastwood nominated Member Harris for Chair.

**Discussion:** None

<b>Vote:</b>	2 Aye	Member Castleman	Nay
	6 Nay	Member Cipolla	Nay
	1 Abstain	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Nay
		Member Houdyshell	Nay
		Member Manson	Abstain
		Member Seimears	Nay
		Member Trautman	Nay

**Nomination:** Member Heath nominated Member Manson for Chair.

**Discussion:** None

<b>Vote:</b>	6 Aye	Member Castleman	Aye
	2 Nay	Member Cipolla	Aye
	1 Abstain	Member Eastwood	Nay
		Member Harris	Nay
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Manson	Abstain
		Member Seimears	Aye
		Member Trautman	Aye

### B. Call for nominees - Board Vice Chair

**Nomination:** Member Castleman nominated Member Harris for Vice Chair.

**Discussion:** None

<b>Vote:</b>	6 Aye	Member Castleman	Aye
	3 Nay	Member Cipolla	Aye
	0 Abstain	Member Eastwood	Aye

**APPROVED: July 26, 2016 (8-0)**

Member Harris	Aye
Member Heath	Nay
Member Houdyshell	Nay
Member Manson	Aye
Member Seimears	Aye
Member Trautman	Nay

**Nomination:** Member Trautman nominated Member Houdyshell for Vice Chair.

**Discussion:** None

<b>Vote:</b>	3 Aye	Member Castleman	Nay
	6 Nay	Member Cipolla	Nay
	0 Abstain	Member Eastwood	Nay
		Member Harris	Nay
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Manson	Nay
		Member Seimears	Nay
		Member Trautman	Aye

### **11. Public Comments**

None

### **12. Board Comments**

Houdyshell complimented the Board on moving forward with the shade structures.

Seimears wished everyone well on the July 4th holiday.

### **Executive Session**

The Board moved into Executive Session at 7:25 p.m.

**Motion:** Member Harris moved to adjourn the Executive Session and move to the regular meeting at 9:00pm.  
Member Houdyshell seconded.

**Discussion:** None

<b>Vote:</b>	9 Aye	Member Castleman	Aye
	0 Nay	Member Cipolla	Aye
	0 Abstain	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Manson	Aye

**APPROVED: July 26, 2016 (8-0)**

Member Seimears           Aye  
Member Trautman         Aye

### 13. Adjournment

**Motion:**       Member Harris moved to adjourn the regular meeting.  
              Member Houdyshell seconded.

**Discussion:** None

<b>Vote:</b>	9 Aye	Member Castleman	Aye
	0 Nay	Member Cipolla	Aye
	0 Abstain	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Seimears	Aye
	Member Trautman	Aye	

The regular meeting of the Raymore Park Board adjourned at 9:01 p.m

Respectfully submitted,  
Jerri Lynn Keith  
Recreation Coordinator

THE RAYMORE **ARTS COMMISSION** MET IN REGULAR SESSION TUESDAY, **JUNE 14, 2016** IN THE CITY COUNCIL CHAMBERS IN CITY HALL AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. COMMISSIONERS PRESENT WERE: PARYS, LAWRENCE, BERRY, CANOVIC AND SETSER. ALSO PRESENT WERE: ASST. CITY MANAGER HAUCK, COMMUNICATIONS MANAGER EKEY, GRAPHIC DESIGN ASST. MEGHAN DUANE.

1. **Call to Order** - Chair Parys called the meeting to order at 7:00 p.m.
2. **Roll Call** - Asst. City Manager Hauck called roll and a quorum was present.
3. **Pledge of Allegiance**
4. **Public Comments**

- a. Loren Jones, Resident and Summer Scene Committee Member

Jones made a comment on building a diverse community atmosphere, emphasizing performance art as a tool to do this.

Jones praised Summer Scene as a great way to get the community participating in the city and moving it in a direction to do different things. There is future opportunity to expand upon it with the expansions of the Amphitheatre and the Annex in development.

Jones would like to be involved in more planning resources moving forward.

- b. Brenda Conway, Results Catalyst Consulting representative

Conway discussed the benefits of a forward thinking city - enabling a variety of benefits to the community. She praised the Raymore Arts Commission for being so invested in the community and having a real impact.

Opportunities as a resource: Annual work plans, public art (temporary and permanent), sculpture competitions, defined art/culture/community district, professional development workshops and retreats, visioning workshops, upgrading arts festivals, fundraising, kids art camp, manual/booklet involving commission procedures and mission, photo challenge, art shows, grant writing (Our Town Grant), website development, and more.

## 5. **Staff Reports**

- a. FY 2015-2016 Budget Update

Asst. City Manager Hauck - The budget is still in development, a \$300 buffer was added as things arise.

b. 2016 Summer Scene Report

Communications Manager Ekey gave a report on the Summer Scene event. The event featured a great lineup of music and artists from around the KC area and right here in Raymore. The artists were very appreciative that they were being supported by the City of Raymore. The community response of support as well as the networking between artists was said to be very encouraging. Suggestions to improve the event were given by attendees and vendors/artists. About 300 people voted in the Pop Up Art Project contest and the final attendance estimate was approximately 400 people.

c. 2016 Pop Up Art Project: Relax in Raymore Report

Asst. City Manager Hauck reported that the adirondack chairs are officially displayed throughout the community. There are 27 chairs currently registered. Artists may register and display their chairs at any time during the summer. An interactive Google Map was created by Graphic Designer Meghan Duane for the purposes of displaying the project.

Commissioner Berry suggested having small yards signs in the future to help indicate where the chairs in the community are and advertising the project itself.

Commissioner Lawrence commented that the Commission needs to make sure to nurture and appreciate the artists who participated in the project. Lawrence provided a draft letter for staff to finalize and for the Public Art Committee to send out to participants.

## **Committee Updates**

d. City Council Art Exhibit - Next Exhibit Information (Public Art Committee)

Asst. City Manager Hauck reported that the the next exhibit will feature photography from Charles and Jeanine Wilson and will open at the July 11th, 2016 City Council Meeting. It will be hung through September. Staff is looking for additional ways to publicize this and better communicate this opportunity.

Chair Parys commented that Brenda Conway [Results Catalyst Consulting] mentioned ways to do a call for artists so that is something to explore.

## **6. Consent Agenda**

- a. Chair Parys asked for a motion to approve the Consent Agenda - Minutes of the May 10, 2016 Raymore Arts Commission meeting.

Commissioner Berry made a motion to approve the May 10th, 2016 minutes as presented. Commissioner Lawrence seconded the motion. The motion was unanimously approved 5-0.

## **7. Old Business**

### **a. 2016 Arts Commission Work Plan**

Asst. City Manager Hauck presented the project list and work plan for the remainder for Fiscal Year 2016 for the Arts Commission to finalize.

Chair Parys entertained a motion to approve the 2016 Arts Commission Work Plan as presented. Commissioner Setser made a motion to approve the plan. Commissioner Canovic seconded the motion. The motion was unanimously approved 5-0.

### **b. 2017 Arts Commission Work Plan and Budget**

Asst. City Manager Hauck presented the project list and work plan for the remainder for Fiscal Year 2017 for the Arts Commission to consider.

Chair Parys proposed that voting on the 2017 Arts Commission Work Plan and Budget be tabled until the July meeting. Staff will bring the item back for consideration at that time.

## **8. New Business**

### **a. TCAL Sponsorship Request - \$600**

Asst. City Manager Hauck presented a request from the Tri-County Art League for a sponsorship in the amount of \$600 for the 2016 ART Fest and Student Art Contest.

Chair Parys serves as a liaison to the Tri-County Art League.

Commissioner Setser asked for clarification that the contest would be open to homeschool and private school students. Chair Parys said that it would.

Commissioner Canovic inquired if there was an opportunity to tie the contest with the "Perspective" art program that is similar and offered in schools in the Raymore Peculiar School District. There is an opportunity to get connected with this.

Chair Parys entertained a motion to approve the TCAL Sponsorship Request as presented. Commissioner Lawrence made a motion to approve the plan. Commissioner Berry seconded the motion. The motion was unanimously approved 5-0.

b. Streetlight Banners

The FY16 budget includes \$1,220 for two sets of streetlight banners. Staff is seeking input from the Arts Commission regarding design and what months the banners should be displayed. The Commission agreed to move forward with exploring designs for spring and the fall. Chair Parys instructed the Commission members to send staff any ideas for the banner designs. Draft designs will be presented to the Public Art Committee at its next meeting for feedback.

**9. Commissioner Comments**

- a. Commissioner Berry and Chair Parys praised staff for executing the Summer Scene event last weekend.

**10. Adjournment**

- a. Chair Parys entertained a motion to adjourn the meeting. Commissioner Berry made a motion to adjourn the meeting at 8:14 p.m. Commissioner Lawrence seconded the motion. The motion was unanimously approved 5-0.

Respectfully submitted,

Meghan Duane