



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, September 26, 2016

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
 - Fall Prevention Awareness Week, Monique Lewis
- 6. Staff Reports.**
 - A. Status of Capital Improvements (pg 9)
 - B. Public Works (pg 21)
 - C. Arts Commission (pg 25)
 - D. Monthly Grant Report (pg 27)
 - E. Monthly Financial Report (pg 31)
 - F. Monthly Investment Report (pg 37)
- 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, September 12, 2016 (pg 41)

B. Public Improvements for Highpoint 3rd - Final Acceptance

Reference: - Resolution 16-45 (pg 51)

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

9. Unfinished Business. Second Reading.

A. Contract for Real Estate Purchase

Reference: - Agenda Item Memorandum (pg 55)
- Bill 3205 (pg 57)
- Contract (pg 59)

The Park Fee in Lieu fund provides for the acquisition of land for future parks, including the development of neighborhood parks. Before the Council is a real estate sale contract for the City to purchase 108 W. Olive Street using Park Fee in Lieu funds. The property will expand the area of the T.B. Hanna Station Park.

- City Council, 09/12/16: Approved 6-0

B. Budget Amendment - 108 W. Olive Street Property

Reference: - Agenda Item Memorandum (pg 69)
- Bill 3206 (pg 71)

With the approval of the previous agenda item, Bill 3205, staff is requesting amending the FY 2016 Capital Budget to provide funding for this project.

- City Council, 09/12/16: Approved 6-0

C. Award of Contract - Foxwood Water Tower Project

Reference: - Agenda Item Memorandum Sheet (pg 73)
- Bill 3195 (pg 75)
- Contract (pg 77)

Staff is requesting Council approve an agreement with Maguire Iron, Inc. in the amount of \$484,683.00 for the repair and repainting of the Foxwood Water Tower.

- City Council, 09/12/16: Approved 6-0

D. Budget Amendment - Foxwood Water Tower

Reference: -Agenda Item Memorandum Sheet (pg 249)
-Bill 3194 (pg 251)

With the approval of the previous agenda item, Bill 3195, staff is requesting amending the FY 2016 Capital Budget to provide additional funding for this project.

- City Council, 09/12/16: Approved 6-0

10. New Business. First Reading.

A. Recreation Activity Center Conditional Use Permit (public hearing)

Reference: - Agenda Item Information Sheet (pg 255)
- Bill 3208 (pg 257)
- Staff Report (pg 259)
- Conceptual Plan Drawings (pg 274)

The City of Raymore Public Works Director is requesting approval of a conditional use permit to construct a public building (Recreation Activity Center) upon land located in the northwest corner of Recreation Park.

- Planning and Zoning Commission, 09/20/2016: Approved 8-0

B. Sidewalk on Undeveloped Lots (public hearings)

Reference: - Agenda Item Information Sheet (pg 281)
- History of Requirement (pg 283)
- Staff Reports (pg 286)

The Raymore City Council will hold a public hearing on each of the lots identified below to determine if the City is to install sidewalk on the undeveloped lot and levy a special assessment against the lot for the costs thereof.

Edgewater at Creekmoor

- 1st Plat, Lot 1 (1230 Kettering Lane) - Donald & Elizabeth Stoneman
- 1st Plat, Lot 2 (1228 Kettering Lane) - Dennis & Toni Markham
- 1st Plat, Lot 13 (1206 Kingsland Circle) - William & Shirley Prouty
- 2nd Plat, Lot 37 (1214 Kingsland Circle) - Derek & Pamela Mills
- 2nd Plat, Lot 38 (1207 Kettering Lane) - John & Phyllis Prouty

Southern Hills at Creekmoor

- 2nd Plat, Lot 65 (809 Creekmooor Pond Lane) - Ismail Abdulkareem & Hamida Naqama

Westbrook at Creekmooor

- 4th Plat, Lot 98 (1425 Young Circle) - Mustafa & Tandina Kamal
- 4th Plat, Lot 111 (1400 Young Circle) - Terry & Linda Martens

Knoll Creek Estates

- 1st Plat, Lot 5 (429 Pierse Hollow Street) - Knoll Creek LLC

Meadowood of The Good Ranch

- 2nd Plat, Lot 56-A (727 Indian Grass Way) - Good-Otis LLC

C. FY16 Budget Amendment - FY16 Operating Funds

Reference: - Agenda Item Information Sheet (pg 309)
- Bill 3207 (pg 311)

Staff is requesting amending the FY16 Operating Budget. During the course of Fiscal Year 2016 several operating transactions occurred that require a budget amendment. Staff accumulated these items to be addressed as a single budget amendment.

D. Agreement for the Highway 58 and Dean Avenue CID

Reference: - Agenda Item Information Sheet (pg 313)
- Gilmore & Bell Executive Summary (pg 315)
- Bill 3209 (pg 317)
- Cooperative Agreement (pg 319)

On February 22, 2016, the City Council conducted a public hearing to consider the Highway 58 and Dean Avenue Community Improvement District Petition. On March 28, 2016, the City Council adopted Ordinance 2016-019 approving the Petition and the formation of the District. The Ordinance to approve the Petition and the formation of the District includes a section which requires the City, District and Developer to execute a cooperative agreement to implement the Petition. The agreement is presented to Council for approval.

E. Request to Proceed with a Request for Proposal-Raymore Gateway Redevelopment Area

Reference: - Agenda Item Information Sheet (pg 343)
- Gilmore & Bell Executive Summary (pg 345)
- Resolution 16-44 (pg 349)

At the September 19, 2016 City Council work session, staff received direction to propose a Resolution for the City to proceed with the preparation of a Request for Proposals (RFP) and the consideration of a Tax Increment Financing (TIF) Plan in the targeted Redevelopment Area. A Resolution is presented allowing the Council to take formal action directing staff to commence the process of preparing a RFP to solicit alternative plans and redevelopment projects for the targeted redevelopment area and preparing a proposed TIF plan for such area.

F. Council Discussion of Fiscal Year 2017 Budget

Each meeting of the City Council following presentation of next fiscal year's budget and CIP will include an agenda item to allow the Council to give feedback and input into that budget prior to its finalization on October 24.

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

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- Charter Review Minutes, 9/8/16 (pg 353)
 - Planning and Zoning Commission Minutes, 9/6/2016 (pg 357)
-

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into Executive Session to discuss litigation matters as authorized by RSMo 610.021 (1), real estate acquisition matters as authorized by § 610.021 (2), and personnel matters as authorized by § 610.021 (3).

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 -September 26th , 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. This project is complete. *.Building/Equipment Repair and Replacement Fund, \$65,000 (JM) 09/12/2016*
- **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. This project is complete 09/12/2016. *Building/Equipment Repair and Replacement Fund, \$15,000 (JM) 09/26/2016*
- **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*

- 201 S. Adams Street Property: This project involves remediation of hazardous materials, demolition of structures and restoration of site. A notice to proceed has been issued to the contractor and they are in the remediation process. The hazardous materials were properly removed during August. The house was demolished and properly backfilled the week of September 19, 2016. Staff will release the project after establishment of turf. *Capital Improvement Sales Tax Fund, \$30,000 (CW) 09/26/2016*

2013 Projects

- Police Firing Range: Staff is working with the landlord of the property to complete desired improvements to include a backstop, fencing, and additional dirt work for berming. Current cost for backstop and fencing portion totals \$9,700. *Capital Improvement Fund, \$94,000. (JZ) 9/12/16*

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. A draft of the new CAPS agreement and proposed projects has been received. Staff provided an update to the Council and Park Board, the MO Department of Conservation will provide assistance with this project and other amenities totally 75% of total project costs. In addition, a 50 ft long fishing jetty will be added to the overall fishing access portion of the project. . *Parks Sales Tax Fund, \$45,000 (NM) 9/21/16*

- 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. A draft of the new CAPS agreement and proposed projects has been received. Staff provided an update to the Council and Park Board, the MO Department of Conservation will provide assistance with this project and other amenities totally 75% of total project costs. *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. 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. A notice to proceed was issued the week of August 29. *Park Sales Tax Fund, \$194,000 (NM) 9/12/16*

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. A draft of the new CAPS agreement and proposed projects has been received. Staff provided an update to the Council and Park Board, the MO Department of Conservation will provide assistance with this portion of the trail that connects the dock, jetty and restrooms. *Park Sales Tax Fund, \$160,000; (NM) 9/26/16*

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. Request for course signage/design was issued the week of August 29. *Park Sales Tax Fund, \$25,000 (NM) 9/12/16*

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 10th. 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 September *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. The contractor is currently working in the Town Center/Lakeshore areas. The overall project is approximately 50% complete. *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. The micro-surface portion of the project is complete. The fog seal portion of the work is scheduled to start shortly. *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. The contractor has installed the sidewalk along Stonegate Elementary. The remainder of the work is scheduled to start later this month. *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. Staff has negotiated a cost share agreement with the property owner that will result in development of the entire parcel. *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)*

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 additional funds in the future to accomplish the project. *Capital Improvement Fund, \$50,000.* (MEK) (10/04/13)

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 September 12th 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. This project will be advertised for bid in November 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. Plans have been completed and a bid opening is scheduled for October 4th. *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. An RFQ for park improvements included engineering and site design was issued the week of September 19th. *2016 General Obligation Bond, \$85,000 (NM) 9/26/2016*
- 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. An RFQ for park improvements included engineering and site design was issued the week of September 19th. *2016 General Obligation Bond, \$675,100 (NM) 9/26/2016*

- 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. An RFQ for park improvements included engineering and site design was issued the week of September 19th. *2016 General Obligation Bond, \$700,000 (NM) 9/26/2016*
- 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 is complete and microsurfacing of the parking areas is finished. Work around the concessions/spectator areas will be finished in late September. . *2016 General Obligation Bond, \$54,000 (NM) 9/26/2016*
- 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 the week of October 3rd.. *2016 General Obligation Bond, \$55,000 (NM) 9/26/16*
- 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. Work is scheduled to start the week of September 19th. *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

September 26, 2016
City Council Meeting
Page 21 of 360



September 1, 2016 through September 23, 2016

ENGINEERING DIVISION

Projects Under Construction

- 2016 Microsurface- fog seal started September 19
- 2016 Curb Replacement- construction is 60% complete
- 2016 Median Beautification- construction start around October 5
- 2016 Mill and Overlay- construction is 99% complete
- 2016 Sidewalk- construction is 5% complete
- 2016 Hwy 58 Overlay- construction started September 19

Projects Under Design

Gore Waterline and meter station- design is 100% complete, advertise for bids in November

OPERATIONS & MAINTENANCE DIVISION

September 1, 2016

- Completed various service requests
- Reread water meters
- Sewer jetted city wide
- Serviced equipment
- Patched curbs city wide
- Marked line locates for Google
- Paint striped S Foxridge, Dean, Hubach Hill

September 2, 2016

- Completed various service requests
- Reread water meters
- Mudjacked sidewalks in Foxhaven
- Performed fleet maintenance
- Paint striped S Foxridge, Dean, Hubach Hill
- Milled the street on Raven
- Repaired water meters

September 6, 2016

- Completed various service requests
- Repaired water meters
- Mowed the stations
- Mudjacked sidewalks on Pelham Path
- Investigated storm pipe at 505/506 N Washington St
- Marked line locates for Google
- Ran the sewer camera near Sunset and Foxwood

September 7, 2016

- Completed various service requests
- Shut off water services for non-payment
- Mowed the stations
- Mowed S Prairie Ln
- Mudjacked sidewalks on Cooper and Roberta
- Assisted Douglas Pump with installing new air relief valves at Owen Good Lift Station
- Marked line locates for Google
- Repaired water main break at N Madison & Heritage

September 8, 2016

- Completed various service requests
- Turned on water services from shut off
- Patched holes from mudjacking
- Serviced mowers
- Cleaned up from water break
- Marked line locates for Google

September 9, 2016

- Completed various service requests
- Repaired water meters
- Saw cut N Madison & Heritage for street repair after the water break
- Drilled holes for mudjacking
- Serviced mowers
- Marked line locates for Google
- Assisted Douglas Pump with installing new air relief valves at Owen Good Lift Station

September 12, 2016

- Completed various service requests
- Repaired water meters
- Mowed J Hwy water tower, Kentucky Pump Station, Dean/Lucy Webb
- Mudjacked sidewalks in Foxhaven
- Pulled bi-monthly water samples
- Marked line locates for Google

- Mowed E Lucy Webb, S Prairie Ln, and Hubach Hill
- Reinstalled stop sign that was down at Haystack and Hedge Apple
- Weed eat curb line on Johnston Pkwy

September 13, 2016

- Completed various service requests
- Drilled holes for mudjacking
- Mowed 58 Hwy
- Mowed Hubach Hill and Southwind
- Assisted Douglas Pump with replacing air relief valves
- Repaired water meters
- Marked line locates for Google
- Performed preventative maintenance on the traffic signal control boxes at 58/Mott and 58/Kentucky
- Weed eat and spray weeds in curb line on Johnston Pkwy

September 14, 2016

- Completed various service requests
- Replaced the missing stop sign at Buffalo & Wiltshire
- Marked line locates for Google
- Repaired water meters
- Shut off water services for non-payment
- Mowed Kurzweil, 155th, and Vogt

September 15, 2016

- Completed various service requests
- Mudjacked sidewalks in Foxhaven
- Completed final ROW inspections
- Repaired water meters
- Read water meters
- Marked line locates for Google
- Turned on water services from shut off
- Spray and weed eat on Johnston Pkwy
- Mowed N Prairie Ln and Gore

September 16, 2016

- Completed various service requests
- Completed final ROW inspections
- Read water meters
- Spray and weed eat on Johnston Pkwy
- Spray and weed eat on 58 Hwy
- Marked line locates for Google

$\frac{3}{4}$ " Water Taps		7
Meter Conversions	5	
Sewer Inspections	12	
Water Inspections	8	
Locates	386	
City Hall Work Orders	110	
Driveway Insp	9	
Sidewalk Insp	2	
Final ROW Insp	13	



SEPTEMBER 2016 ARTS COMMISSION REPORT

- Arts Programming: The Arts Commission held its first Family Art Day on Saturday, September 16. The class sold out and had 38 total participants. Registration for all upcoming classes is available through Parks and Recreation.
 - October Family Art Day: Recycled Art
October 8 from 9:30 to 11:30 a.m.
\$5 per person, all ages welcome
 - November Family Art Day:
Color and Pattern
November 5 from 9:30 to 11:30 a.m.
\$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+
- Instructors Wanted: The Arts Commission's Programming Task Force is currently in the process of creating the programming schedule for the first quarter of 2017. Individuals interested in leading a class may contact Meredith Hauck at arts@raymore.com or may fill out an interest form on at www.raymore.com/arts.
- Public Art Pieces: Responses for the call for artists for the permanent art piece to be placed at the municipal center facility were received on Thursday, September 15 and responses for the call for artists for the permanent entryway art to be placed at 58 Highway and Dean were received on September 22. The Public Art Committee will be reviewing both at its October 4 meeting and making a recommendation to the Arts Commission at its October 11 meeting.
- New Website: Staff is working on building out the Arts section of the Raymore website (www.raymore.com/arts). Additional pages about programs and a calendar for all arts-related activities has been added.
- Upcoming Meetings:
 - September 20 - Public Art Committee Meeting, 7:30 p.m.
 - October 4 - Public Art Committee Meeting, 7:30 p.m.
 - October 11 - Arts Commission Meeting, 7 p.m.
 - November - No Arts Commission Meeting Due to Election Day





GRANT REPORT - SEPTEMBER 2016

New Grant Applications	Grantor	Award Amt. Requested / Match Req'd.	Project / Item	Notification Timeline	Awarded / Denied
Recreational Trails Program - 2016	MO DNR	\$124,080 (20% match by applicant)	Memorial Park & Arboretum Trail	Summer 2016	Denied
Recreational Amenity Cost Sharing Program - Community Assistance Program (CAPS)	MO Dept of Conservation	\$178,000 (75% Contribution by CAPS)	Johnston Lake Community Assistance Program	Summer 2016	Awarded
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
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2015 - Sept. 2016)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$2,801.63	\$ 2,052.06	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	\$2,914.18	9/30/16

This report reflects activity through August 31, 2016



GRANT REPORT - SEPTEMBER 2016

Bulletproof Vest Partnership program (2014) ¹	U.S. Dept. of Justice	\$5,100.73 (50% match)	\$5,100.73	\$ 2,377.75	9/30/16
Emergency Mgmt:					
Emergency Mgmt. Performance Grant - 2016	FEMA	\$51,123.96 (50% match)	\$24,682.12	\$24,682.12	12/31/2016
Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
Bulletproof Vest Partnership Program - 2013	U.S. Dept. of Justice	\$1,016.65 (50% match)	\$ 1,016.65	\$ 1,016.65	8/31/15
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	9/30/15
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	9/30/15
Emergency Mgmt:					
Emergency Mgmt. Performance Grant - 2015 (Jan. - Dec. 2015)	FEMA	\$48,306.97 (50% match)	\$47,895.11	\$47,895.11	12/31/15

¹ Bulletproof Vest reimbursements have a 2-yr drawdown period



GRANT REPORT - SEPTEMBER 2016

Past Partnership Grant Awards:	Grantor	Partners	City of Raymore "In Kind" cont.	Award Received	Grant Deadline
Parks & Rec:					
Water Quality Education Grant- (4-acres of prairie meadow & riparian plantings in Linear Park)	MARC	South Grand Watershed ² Mo. Dept. of Conservation Raymore Parks & Rec	\$ 5,690.00	\$ 2,475.00	12/01/15

² Grant administrator

This report reflects activity through August 31, 2016



TO: Mayor and Members of the City Council
VIA: Mr. Jim Feuerborn, City Manager
From: Ms. Cynthia Watson, Finance Director
DATE: 09/26/2016
Re: Monthly Financial Report

Mayor and Council:

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

Some notes regarding this month's summary operating report:

General Fund Revenue:

Overall, at 83.33% 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 99.28%, in line with expectations. Staff anticipates this revenue source at year end to come in 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 82.97%.
- Fees and Permit revenues collected exceeded budget. This is primarily due to 175 residential building permits having been issued out of the 95 budgeted starts, and the unbudgeted planning, zoning and engineering fees. Staff anticipates additional collections throughout the remainder of the fiscal year resulting in this revenue source coming in approximately 100% above budget at fiscal year-end.

- License revenues collected exceeds 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 80.90%. 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 95.80% of budget 83.33% of the way through the year, normal for this time of the year. Park revenues associated with property taxes, miscellaneous and rentals are at 93.39% 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 have exceeded budget primarily due increased participation in the basketball, soccer, baseball, softball and tiny sports programs this fiscal year. Recreation revenues are expected to increase in the next couple months with flag football, volleyball and basketball registrations.

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 85.28% of straight line budget. All utility revenue is tracking at or slightly above straight line budget. The water meter supply fee is currently at 179.35% of straight line budget. At the September 26, 2016 Council Meeting staff brought a budget item forward to increase the revenue

source as well as the expenditure line items for additional tap materials. That amendment will be reflected in the October report.

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	4,657.26	1,296,753.04	0.00	9,455.96	99.28
FRANCHISE TAXES	0.00	0.00	0.00	2,345,761.00	206,146.15	1,794,253.27	0.00	551,507.73	76.49
SALES TAXES	0.00	0.00	0.00	3,269,336.00	259,777.86	2,712,414.14	0.00	556,921.86	82.97
FEES AND PERMITS	0.00	0.00	0.00	164,627.00	30,728.90	335,690.86	0.00	(171,063.86)	203.91
LICENSES	0.00	0.00	0.00	123,350.00	2,563.75	127,427.75	0.00	(4,077.75)	103.31
MUNICIPAL COURT	0.00	0.00	0.00	440,900.00	38,666.98	356,709.31	0.00	84,190.69	80.90
MISCELLANEOUS	0.00	0.00	0.00	309,474.00	29,632.08	369,037.28	0.00	(59,563.28)	119.25
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,351,579.00	111,214.92	1,112,149.20	0.00	239,429.80	82.29
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,311,236.00	683,387.90	8,104,434.85	0.00	1,206,801.15	87.04
TOTAL REVENUES	0.00	0.00	0.00	9,311,236.00	683,387.90	8,104,434.85	0.00	1,206,801.15	87.04
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL									
ADMINISTRATION	0.00	0.00	0.00	1,158,140.75	116,093.63	992,061.54	4,344.86	161,734.35	86.04
INFORMATION TECHNOLOGY	22,655.50	21,718.00	937.50	453,022.00	31,843.51	382,560.25	(15,024.65)	85,486.40	81.13
ECONOMIC DEVELOPMENT	4,174.30	4,174.30	0.00	168,419.71	8,564.47	133,148.69	(3,809.41)	39,080.43	76.80
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	571,752.75	43,769.55	450,048.20	1,969.52	119,735.03	79.06
ENGINEERING	0.00	0.00	0.00	389,182.75	30,730.18	322,614.23	728.10	65,840.42	83.08
STREETS	0.00	0.00	0.00	1,216,858.25	84,908.44	812,592.68	5,490.03	398,775.54	67.23
BUILDING & GROUNDS	392.00	392.00	0.00	308,410.00	22,320.04	220,741.94	2,024.63	85,643.43	72.23
STORMWATER	0.00	0.00	0.00	282,293.25	18,373.01	207,829.78	161.97	74,301.50	73.68
COURT	0.00	0.00	0.00	167,075.50	12,581.66	137,391.28	1,589.81	28,094.41	83.18
FINANCE	0.00	0.00	0.00	568,599.00	46,095.48	476,144.10	783.47	91,671.43	83.88
POLICE	2,708.00	2,708.00	0.00	3,770,192.00	275,852.39	2,859,733.79	13,649.53	896,808.68	76.21
EMERGENCY MANAGEMENT	0.00	0.00	0.00	126,099.00	7,955.73	96,674.80	195.23	29,228.97	76.82
TOTAL EXPENDITURES	29,929.80	28,992.30	937.50	10,550,796.96	813,317.42	8,233,834.58	12,103.09	2,304,859.29	78.15
REVENUES OVER/(UNDER) EXPENDITURES	(29,929.80)	28,992.30	(937.50)	(1,239,560.96)	(129,929.52)	(129,399.73)	(12,103.09)	(1,098,058.14)	11.42

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	517.75	517.75	0.00 (	517.75)	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	517.75	517.75	0.00 (	517.75)	0.00
PARKS DEPARTMENT									
PROPERTY TAXES	0.00	0.00	0.00	351,956.00	1,253.76	349,069.43	0.00	2,886.57	99.18
MISCELLANEOUS	0.00	0.00	0.00	3,041.00	623.14	12,348.47	0.00 (	9,307.47)	406.07
PARK REVENUE	0.00	0.00	0.00	21,250.00	1,635.00	17,585.00	0.00	3,665.00	82.75
TRANSFERS - INTERFUND	0.00	0.00	0.00	275,000.00	22,916.67	229,166.70	0.00	45,833.30	83.33
TOTAL PARKS DEPARTMENT	0.00	0.00	0.00	651,247.00	26,428.57	608,169.60	0.00	43,077.40	93.39
RECREATION PROGRAMS									
PARK REVENUE	0.00	0.00	0.00	337,800.00	33,881.00	338,773.73	0.00 (	973.73)	100.29
TOTAL RECREATION PROGRAMS	0.00	0.00	0.00	337,800.00	33,881.00	338,773.73	0.00 (	973.73)	100.29
TOTAL REVENUES	0.00	0.00	0.00	989,047.00	60,827.32	947,461.08	0.00	41,585.92	95.80
EXPENDITURE SUMMARY									
PARKS DEPARTMENT	28,640.36	28,640.36	0.00	690,765.75	53,134.07	538,079.70 (	9,749.93)	162,435.98	76.48
RECREATION PROGRAMS	0.00	0.00	0.00	526,921.00	39,007.48	404,776.30	16,153.70	105,991.00	79.88
TOTAL EXPENDITURES	28,640.36	28,640.36	0.00	1,217,686.75	92,141.55	942,856.00	6,403.77	268,426.98	77.96
REVENUES OVER/(UNDER) EXPENDITURES	(28,640.36)	28,640.36	0.00	(228,639.75)	(31,314.23)	4,605.08 (	6,403.77)	(226,841.06)	0.79

50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

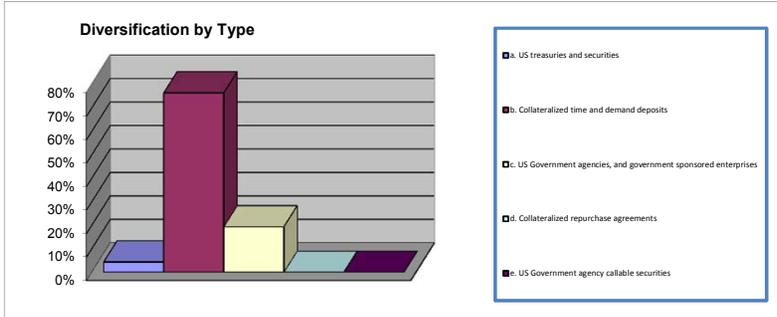
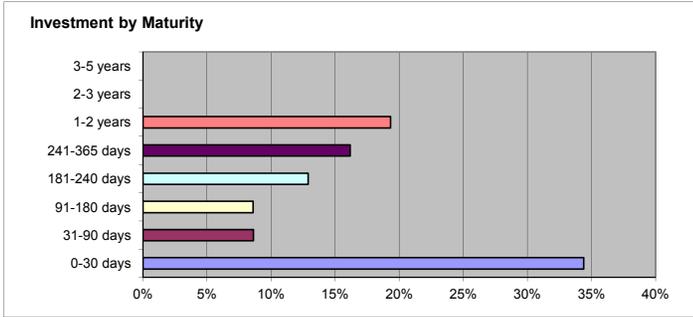
	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
MISCELLANEOUS	0.00	0.00	0.00	24,681.00	3,061.41	33,354.77	0.00	(8,673.77)	135.14
UTILITY REVENUE	0.00	0.00	0.00	7,148,113.00	786,549.39	6,083,588.24	0.00	1,064,524.76	85.11
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	7,172,794.00	789,610.80	6,116,943.01	0.00	1,055,850.99	85.28
DEBT SERVIDCE									
MISCELLANEOUS	0.00	0.00	0.00	155,556.00	(37.00)	(74.00)	0.00	155,630.00	0.05-
TOTAL DEBT SERVIDCE	0.00	0.00	0.00	155,556.00	(37.00)	(74.00)	0.00	155,630.00	0.05-
SRF SEWER BONDS									
MISCELLANEOUS	0.00	0.00	0.00	0.00	1.86	27,439.35	0.00	(27,439.35)	0.00
TRANSFERS - INTERFUND	0.00	0.00	0.00	0.00	10,833.33	84,941.90	0.00	(84,941.90)	0.00
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	0.00	10,835.19	112,381.25	0.00	(112,381.25)	0.00
TOTAL REVENUES	0.00	0.00	0.00	7,328,350.00	800,408.99	6,229,250.26	0.00	1,099,099.74	85.00
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL									
WATER	0.00	0.00	0.00	234,144.00	19,512.00	195,001.91	0.00	39,142.09	83.28
SEWER	78,276.00	78,276.00	0.00	3,163,077.00	306,374.23	2,365,209.49	36,602.01	761,265.50	75.93
SOLID WASTE	0.00	0.00	0.00	2,734,153.00	182,379.51	2,008,619.23	(72,396.24)	797,930.01	70.82
DEBT SERVIDCE	0.00	0.00	0.00	948,000.00	79,034.76	714,979.16	79,034.76	153,986.08	83.76
SRF SEWER BONDS	0.00	0.00	0.00	0.00	2,368.55	2,368.55	0.00	(2,368.55)	0.00
TOTAL EXPENDITURES	78,276.00	78,276.00	0.00	155,556.00	0.00	33,653.94	0.00	121,902.06	21.63
REVENUES OVER/(UNDER) EXPENDITURES	(78,276.00)	78,276.00	0.00	7,234,930.00	589,669.05	5,319,832.28	43,240.53	1,871,857.19	74.13
				93,420.00	210,739.94	909,417.98	(43,240.53)	(772,757.45)	927.19

City of Raymore
Current Listing of Investments Held at 08/31/16

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
08/23/16	108039870	Commerce	CD		08/23/17	1,500,000.00	1,500,000.00	0.6000	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	2,009,774.78	2,009,774.78	0.6500	2,009,774.78
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	2,007,834.04	2,007,834.04	0.0500	2,007,834.04
06/03/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	2,002,038.74	2,002,038.74	0.0500	2,002,038.74
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						23,290,522.69	23,290,522.69		23,290,522.69

* 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: 0.5999



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par *	Yield	Days Held
02/25/16	108039107	Commerce	CD		08/23/16	1,500,000.00	1,500,000.00	0.5200	180.00

Average Rate of Return on Maturities: 0.5200

Consent Agenda

THE RAYMORE COUNCIL MET IN REGULAR SESSION ON MONDAY, SEPTEMBER 12, 2016 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE, III, HOLMAN, HUBACH, AND MOORHEAD, CITY MANAGER JIM FEUERBORN, RECORDING SECRETARY NANCY JOHNSON AND CITY ATTORNEY JONATHAN ZERR.

- 1. Call To Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** Recording Secretary Nancy Johnson called roll; quorum present to conduct business. Councilmember Kellogg absent
- 3. Pledge of Allegiance.**

4. Presentations/Awards.

Mayor Turnbow presented proclamations to the Prairie Chapter of the Daughters of the American Revolution and to the Mary Sibley Chapter of the Daughters of the American Revolution recognizing Constitution Week.

Mayor Turnbow presented a City of Raymore Challenge Coin to Tyler George recognizing his achievement of Eagle Scout.

5. Personal Appearances.

6. Staff Report.

Community Development Director Jim Cadoret provided a review of the staff report included in the Council packet.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet.

Chief of Police Jan Zimmerman provided information pertaining to the Police Department participation in the Raymore Festival in the Park, the Community Against Crime event and Officer Lance Goddard for his work on this event, and the recent Community Conversation held at the First Baptist Church.

City Manager Jim Feuerborn provided information on agenda items for the September 19 Council work session.

7. Committee Reports.

Mayor Turnbow stated the Charter Review Commission had their first meeting on September 8, 2016 and asked Commission Chair Derek Moorhead for a report.

Councilmember Moorhead stepped down from the dias. He addressed the Council as a citizen member and Chairman of the Commission. He advised the Commission would be meeting the first and third Tuesdays of each month at 6 p.m. and provided tentative agenda items for the September 20 meeting.

8. Consent Agenda.

A. Council Meeting Minutes, August 22, 2016

B. Resolution 16-41, Foxwood Village Shops Community Improvement District Budget

C. Resolution 16-43, Public Improvements for Edgewater 5th Final Acceptance

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

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye

9. Unfinished Business. Second Readings.

A. Permanent Closure and Removal of Access Drive - 1918 W. Foxwood Drive

BILL 3174: "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."

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3174 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye

Mayor Turnbow announced the motion carried and declared Bill 3174 as **Raymore City Ordinance 2016-068.**

B. Award of Contract - Bulk Road Salt

BILL 3202: "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."

Recording Secretary Nancy Johnson conducted the second reading of Bill 3202 by title only.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3202 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye

Mayor Turnbow announced the motion carried and declared Bill 3202 as **Raymore City Ordinance 2016-069.**

C. Award of Contract - 58 Highway Overlay

BILL 3203: "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."

Recording Secretary Nancy Johnson conducted the second reading of Bill 3203 by title only.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3203 by title only.

DISCUSSION: Public Works Director Mike Krass provided information on this project set to begin September 19 and concluding at the end of November.

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Burke, III Aye
Councilmember Holman Aye
Councilmember Hubach Aye
Councilmember Kellogg Absent
Councilmember Moorhead Aye

Mayor Turnbow announced the motion carried and declared Bill 3203 as **Raymore City Ordinance 2016-070**.

D. Budget Amendment - 58 Highway Overlay

**BILL 3204: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2016 CAPITAL BUDGET."
"**

Recording Secretary Nancy Johnson conducted the second reading of Bill 3204 by title only.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3204 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Burke, III Aye
Councilmember Holman Aye
Councilmember Hubach Aye
Councilmember Kellogg Absent
Councilmember Moorhead Aye

Mayor Turnbow announced the motion carried and declared Bill 3204 as **Raymore City Ordinance 2016-071**.

E. Award of Contract - City Wide Median Beautification

BILL 3201: "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."

Recording Secretary Nancy Johnson conducted the second reading of Bill 3201 by title only.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3201 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye

Mayor Turnbow announced the motion carried and declared Bill 3201 as **Raymore City Ordinance 2016-072**.

10. New Business. First Readings.

A. Amending the Schedule of Fees

RESOLUTION 16-37: "A RESOLUTION OF THE CITY OF RAYMORE MISSOURI, AMENDING THE SCHEDULE OF FEES."

Recording Secretary Nancy Johnson conducted the reading of Resolution 16-37 by title only.

Finance Director Cindi Watson provided a review of the staff report included in the Council packet. Staff has completed the annual review of the current Schedule of Fees and prepared an amendment to address fee items that have been added to better address existing programs, as well as the reduction and elimination of certain fees. Those fees include Parks and Recreation, Planning and Zoning, Building Inspections, Public Works, and Water and Sewer Utilities. Also included is the increase in the Excise Tax Fees by the construction cost index (CCI) that was recommended in July 2016 by the License Tax Review Committee.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the reading of Resolution 16-37 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye

B. Contract for Real Estate Purchase

BILL 3205: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 108 W. OLIVE STREET IN THE AMOUNT OF \$65,000.00.”

Recording Secretary Nancy Johnson conducted the first reading of Bill 3205 by title only.

Community Development Director Jim Cadoret provided a review of the staff report included in the Council packet. The Park Fee in Lieu fund provides for the acquisition of land for future parks, including the development of neighborhood parks. This item seeks approval of a real estate contract in the amount of \$65,000 for the City to purchase of a small piece of property with an existing building located at 108 W. Olive Street using Park Fee in Lieu funds as approved by the Park Board. The existing structure was the original post office in Raymore. The property will expand the area of the T.B. Hanna Station Park for restroom facilities. The Park Fee in Lieu fund which has a balance of \$60,000. The remaining funding would be paid from the Capital Improvement Sales Tax fund which is the next agenda item.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3205 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye

C. Budget Amendment - 108 W. Olive Street Property

BILL 3206: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2016 CAPITAL BUDGET.”

Recording Secretary Nancy Johnson conducted the first reading of Bill 3206 by title only.

Community Development Director Jim Cadoret stated with the approval of the previous agenda item, staff is requesting an amendment to the FY 2016 Capital Budget utilizing available fund balance in the Park Fee in Lieu Fund of \$60,382 and \$4,618 in the Capital Improvement Sales Tax fund as the remainder of funding.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3206 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye

D. Award of Contract Foxwood Water Tower Project

BILL 3195: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MAGUIRE IRON, INC FOR THE FOXWOOD WATER TOWER PROJECT, CITY PROJECT NUMBER 16-217-201, IN THE AMOUNT OF \$484,683 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

Recording Secretary Nancy Johnson conducted the first reading of Bill 3195 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. The FY 2015 Capital Budget provided \$400,000 in funding for the rehabilitation of the Foxwood Springs Water Tower. New regulations of Missouri Department of Natural Resources (DNR) affecting paint removal from water towers, significantly increased costs. Staff is requesting Council approve an agreement with Maguire Iron, Inc. in the amount of \$484,683.00 for the repair and repainting of the Foxwood Springs Water Tower.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3195 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye

E. Budget Amendment Foxwood Water Tower

BILL 3194: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2016 CAPITAL BUDGET."

Recording Secretary Nancy Johnson conducted the first reading of Bill 3194 by title only.

Public Works Director Mike Krass stated with the approval of the previous agenda item, staff is requesting an amendment to the FY 2016 Capital Budget in the amount of \$150,000 to cover the regulations of DNR. An informational meeting will be held with the residents of Foxwood Springs prior to the start of the project in the Spring of 2017.

MOTION: By Councilmember Kellogg, second by Councilmember Hubach to approve the first reading of Bill 3194 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye

F. Council Discussion of Fiscal Year 2017 Budget

City Manager Jim Feuerborn stated each meeting of the City Council following presentation of next fiscal year's budget and CIP on August 15, will include an agenda item to allow the Council to give feedback and input into that budget prior to its finalization on October 24. The items to date requested by the Council include

lighting on existing trails, funding for an Economic Development program, a Youth Community Service Program, and radios for the CERT members. Staff is working to provide funding amounts to those Councilmembers who brought these proposals forward. The information will be discussed at the September 19 Council work session.

11. Public Comments.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers recognized members of the Prairie Chapter and the Mary Sibley Chapter of DAR, Eagle Scout Tyler George, high school students in the audience and welcomed new Athletic Coordinator Michael Hedrick.

Councilmember Barber noted there are 238 homes in various stages of construction in Raymore which is good news.

Councilmember Burke thanked the Public Works Department for striping Dean Avenue. He wanted to remind everyone to be mindful of residents walking near the streets with the weather getting nicer.

Councilmember Holman recognized the students that were in the audience and provided an overview of the evening's business items.

Councilmember Moorhead stated he and Councilmember Burke attended an Eagle Scout Court of Honor for Mr. George whom they been acquainted with for several years. He also recently attended the annual MML conference which afforded him the opportunity to not only attend the Policy Committee meeting of which is he a member, but allowed him to speak to several vendors of the City.

Mayor Turnbow reminded everyone of the Raymore Festival in the Park to be held on September 22-24. He announced applications are being accepted until September 22 for the vacant Council seat in Ward 1. He recognized Constitution Week.

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

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent

Councilmember Moorhead Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 7:50 p.m.

13. Adjournment.

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

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye

The regular meeting of the Raymore Council adjourned at 8:05 p.m.

Respectfully submitted,

Nancy Johnson
Recording Secretary

These minutes transcribed by Jeanie Woerner

RESOLUTION 16-45

“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AND ACCEPTING THE PUBLIC IMPROVEMENTS OF HIGHPOINT 3RD.”

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

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

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

Section 1. The Public Improvements for Highpoint 3rd Plat are hereby accepted.

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

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

DULY READ AND PASSED THIS 26TH DAY OF 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

Unfinished Business



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: September 12, 2016

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Community Development

<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 3205 Request Council to enter into a contract to purchase property at 108 W. Olive Street

FINANCIAL IMPACT

Award To:	n/a
Amount of Request/Contract:	\$65,000
Amount Budgeted:	Budget amendment request submitted
Funding Source/Account#:	Park Fee In Lieu Fund/ Capital Improvement Fund

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

"Exhibit A" Real Estate Sale Contract Location Map of Lot
--

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In 2015 City staff began discussions with Paul and Sara Elmore regarding property they own located at 108 W. Olive Street. The property is adjacent to City owned land where the farmer's market is held. The property is located in the southwest quadrant and purchase of said property allows the City to own the entire City block.

The real estate contract includes a purchase price of \$65,000 for the property. After closing on the property it is the intention of the City to have the structure remodeled into restroom facilities for the park and the property utilized for the spray park and synthetic ice rink.

The Park Fee In Lieu Fund will be utilized to purchase the property. The fund has a current balance of \$60,382.04. The Capital Improvement Fund will be utilized to pay the balance of the purchase.

City staff requests approval of the real estate sale contract.

BILL 3205

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 108 W. OLIVE STREET IN THE AMOUNT OF \$65,000.00.”

WHEREAS, the City Council has desired to purchase land area in the Original Town Neighborhood to expand the T.B. Hanna Station property; and

WHEREAS, the land proposed to be purchased is located within the same block and adjacent to the T.B. Hanna Station property; and

WHEREAS, the City Council has determined that the purchase price of the land is within the budget allocated for the project and furthers the goal of establishing a neighborhood park in the Original Town Neighborhood.

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 in the amount of \$65,000.00 with Paul A. and Sara L. Elmore to purchase the home and property commonly described as 108 W. Olive Street and legally described as follows:

All that part of vacated Kansas City, Clinton and Springfield Railroad located in part of Section 15, Township 46, Range 32, Raymore, Cass County, Missouri, described as follows: Beginning at the intersection of the North right of way of Olive Street with the East right of way line of Adams Street, as said streets are now established; thence North along the East right of way line of said Adams Street, 120 feet; thence East and parallel to the North right of way line of said Olive Street, 150.0 feet; thence South and parallel to the East right of way line of said Adams Street, 120 feet to a point on the North right of way line of said Olive Street; thence West along said North right of way line, 150.0 feet to the Point of Beginning, which includes Lot 1, in Block 8, in the Original Town of Raymore.

Subject to building lines, conditions, easements, restrictions of record, and to any zoning laws or ordinances affecting this property, if any.

Section 2. The Mayor is hereby authorized to execute the contract document attached hereto as exhibit “A”.

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

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

DULY READ THE FIRST TIME THIS 12TH DAY OF SEPTEMBER, 2016.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF SEPTEMBER, 2016 BY THE FOLLOWING VOTE:

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

ATTEST:

Jean Woerner, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature

REAL ESTATE SALE CONTRACT

Buyer: The City of Raymore

Sellers: Paul A. Elmore & Sara L. Elmore

Property: 108 W. Olive Street, Raymore, MO 64083

THIS CONTRACT is made by and between PAUL A. ELMORE and SARA L. ELMORE, husband and wife, whose address is 213 S. Jefferson Street, Raymore, Missouri 64083 (herein "Sellers"), and THE CITY OF RAYMORE, a municipal corporation and charter city, whose address is 100 Municipal Circle, Raymore, Missouri 64083 (herein "Buyer").

The **EFFECTIVE DATE** shall be the date of final acceptance by the last party to sign this agreement and/or addendum(s) attached hereto.

1. PROPERTY: Buyer agrees to purchase and Seller agrees to sell the real property (the "Property"), legally described as follows:

All that part of vacated Kansas City, Clinton and Springfield Railroad located in part of Section 15, Township 46, Range 32, Raymore, Cass County, Missouri, described as follows: Beginning at the intersection of the North right of way of Olive Street with the East right of way line of Adams Street, as said streets are now established; thence North along the East right of way line of said Adams Street, 120 feet; thence East and parallel to the North right of way line of said Olive Street, 150.0 feet; thence South and parallel to the East right of way line of said Adams Street, 120 feet to a point on the North right of way line of said Olive Street; thence West along said North right of way line, 150.0 feet to the Point of Beginning, which includes Lot 1, in Block 8, in the Original Town of Raymore.

Subject to building lines, conditions, easements, restrictions of record, and to any zoning laws or ordinances affecting this property, if any.

The Property shall include the following, if any, unless otherwise excluded:

The building and improvements at 108 W. Olive Street, which Buyer agrees to accept in an "as is" condition and which the parties understand the Buyer has inspected and is willing to accept in the current condition, as well as any personal property left on said premises at time of closing and utility connections.

2. DISCLOSURES: THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL SELLER COMPLETES AND BUYER AND SELLER HAVE SIGNED A SELLERS' DISCLOSURE STATEMENT. Sellers confirm that information contained in the Sellers' Disclosure Statement is current as of the "Effective Date" of this Contract. Sellers shall advise Buyer of any substantial change in the condition of the Property prior to Closing.

3. ADDENDA/CONTINGENCIES: The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract: Sellers' Disclosure Statement.

CONTRACT CONTINGENCIES: This Contract is contingent upon Buyer reviewing and accepting the terms of any deed restrictions and encumbrances shown in the preliminary Title Report referenced in paragraph 8 below.

4. PURCHASE PRICE: The Purchase Price for the Property is Sixty-Five Thousand and no/100 Dollars (\$65,000.00) which Buyer agrees to pay as follows: One Thousand and no/100 Dollars (\$1,000.00) at the signing of this Contract as Earnest Money, which is to be deposited upon execution of this Contract in the escrow account of _____ Title ("Escrow Agent"). The balance of Sixty-Four Thousand and 00/100 Dollars (\$64,000.00) shall be paid in guaranteed funds or cashier's check at Closing.

5. CLOSING AND POSSESSION: On or before October 1, 2016 ("Closing Date") Sellers shall execute and deliver into escrow with the Escrow Agent, a Missouri Warranty Deed and all other documents and funds necessary to satisfy Sellers' obligations under this Contract. On or before the Closing Date, Buyer shall execute and deliver into escrow with the Escrow Agent all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents required by Buyer's lender, if any) and funds reasonably necessary to satisfy Buyer's obligations under this Contract. SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS. When all documents and funds have been executed and delivered into escrow with the Escrow Agent, the closing shall be completed. Sellers shall deliver possession of the Property to Buyer at Closing ("Possession Date"). Buyer shall not occupy the Property or place personal property in or on it prior to completion of the Closing and disbursement or availability of Sellers' proceeds, if any, unless otherwise agreed upon in writing by the Buyer and the Sellers. All closing costs incurred or charged by Escrow Agent in the completion of the Closing, including but not limited to recording fees, shall be paid by Buyer.

6. CONDITION OF PROPERTY: Sellers shall maintain the Property in its present condition through the Possession Date. Sellers shall advise Buyer of any substantial change in the condition of the Property prior to Closing. Unless otherwise agreed in writing, Sellers shall remove all possessions from the Property, upon vacating or prior to delivery of Possession. Any current lease of the Property shall be cancelled/terminated and any tenants or leasehold interest holders of the Property shall have vacated, or be removed by Sellers, prior to closing and possession by Buyer.

7. EARNEST MONIES AND ADDITIONAL DEPOSITS: Upon acceptance of this Contract, unless otherwise agreed, any Earnest Money or Additional Deposits (if any) shall be deposited within ten (10) banking days of the Effective Date, in an insured escrow account

maintained by Escrow Agent. Buyer and Sellers agree that the Escrow Agent may retain any interest earned on escrowed funds. If this Contract is terminated by the express provisions of this Contract or by either party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits (if any) shall be returned to the Buyer, and neither party shall have any further rights or obligations under this Contract, except as otherwise stated in this Contract. Provided however that, notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and Additional Deposits (if any), the parties understand that the Escrow Agent cannot distribute the Earnest Money and Additional Deposits (if any) without the written consent of all parties to this Contract unless permitted to do so by applicable state laws. If Buyer and Sellers are unable to agree in writing upon the disposition of the Earnest Money and Additional Deposits (if any) or any other funds, Escrow Agent may commence an interpleader or similar proceeding and Buyer and Sellers authorize Escrow Agent to pay all funds to the Clerk of the Circuit Court of Cass County, Missouri for disposition as the Court may direct. Buyer and Sellers agree that the Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the interpleader or similar proceeding including without limitation, reasonable attorneys' fees and expenses. Buyer and Sellers agree that, in the absence of a dispute or written consent to distribution, the failure by either to respond in writing to a certified letter from the Escrow Agent within fifteen (15) days of receipt thereof or failure to make written demand for return or forfeiture of the Earnest Money and Additional Deposits (if any) within sixty (60) days of notice of cancellation of this Contract shall constitute consent to distribution of the Earnest Money and Additional Deposits (if any) as suggested in such certified letter. All parties acknowledge that any earnest deposit funds remain in the Broker's escrow account for over one (1) year may be sent to the respective state as requested or required by law.

8. EVIDENCE OF TITLE. Within fifteen (15) days after the Effective Date, but prior to the Closing Date (the "Commitment Delivery Date"), SELLERS agrees to deliver to BUYER a title insurance commitment from a company authorized to insure titles in the state where the Property is located. Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, Buyer may not object to untimely delivery of the title commitment. The title commitment shall commit to insure a marketable fee simple title to the Buyer upon the recording of the deed or other document of conveyance. However, title to the Property shall be subject to the conditions in this Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of the effective date of the title commitment (the "Permitted Exceptions"). Buyer shall have ten (10) days after receipt of the title commitment (the "Objection Period") to notify Sellers in writing of any valid objections to title to the Property. Sellers shall then make a good faith effort to remedy the defects in title. If Sellers do not remedy the title defects before the Closing Date, Buyer may elect to waive the objections, extend the Closing Date a reasonable time for the Sellers to remedy the defects or cancel this Contract, at Buyer's sole discretion. Provided, if the time between the Effective Date and the Closing Date is too short to permit compliance with the time frames described in this paragraph, both the Commitment Delivery Date and the Objection Period shall be as soon as reasonably possible but no later than the Closing Date. Sellers agree

to provide and pay for an owner's title insurance policy in the amount of the Purchase Price insuring marketable fee simple title in Buyer, subject to the Permitted Exceptions and with the exception of any liens, encumbrances or other matters affecting title to the Property created by Buyer or arising by virtue of Buyer's activities or ownership. The policy shall also insure Buyer as of the date of recording of the deed or other document of conveyance, against any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records. Sellers agree to comply with the requirements of the title company and or Escrow Agent for issuance of this coverage. Unless otherwise provided in this Contract, the Owner's title policy will include mechanic's lien coverage.

9. TAXES, PRORATIONS & SPECIAL ASSESSMENTS: All general/state/county/school and municipal real estate taxes, homes association dues and fees, special assessments, principal and interest on existing loans, and any other contractual obligations of Sellers for years prior to the current calendar year shall be paid by Sellers. Any of the preceding items which become due and accrue during the calendar year in which Seller's General Warranty Deed is delivered (including rents, if applicable) shall be prorated between the parties as of the Closing Date and, for all years thereafter, to the extent permitted by applicable law, shall be assumed and paid by the Buyer. Buyer acknowledges that the Property may be subject to a special assessment, fee, or located in an improvement district.

If the actual amount of any item, other than taxes for the current year, cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount. If the actual amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current year's appraised value, if available from the county taxing authority, and last year's mill levy. If appraised value is not available, the Contract purchase price will be used with last year's mill levy, Buyer and Sellers agree to accept such prorations as final and release each other, and Escrow Agent from any liability for any increase or decrease in actual taxes due.

In Missouri, reassessment takes place in odd numbered years. Missouri transactions closing in odd numbered years are subject to the process in the preceding paragraph. Missouri transactions closing in even numbered years will be prorated based upon the preceding year's tax amount.

10. PARTIES: This is a Contract between Sellers and Buyer. Unless identified as Sellers or Buyer, the Listing Broker and any Cooperating Broker and their Agents (collectively referred to as "Broker") and any Escrow Agent are acting as agents only and are not parties to this Contract. Sellers and Buyer acknowledge that Broker or Escrow Agent may have a financial interest in third parties providing specialized services required by this Contract including, but not limited to, lender, title insurance company, Escrow Agent, warranty company, wood infestation/mechanical/structural or other inspectors and repair personnel. Sellers and Buyer agree that neither Broker nor Escrow Agent shall be responsible for the conduct of third parties providing specialized services whether those services were arranged by Sellers, Buyer, Broker or Escrow

Agent on behalf of either.

11. NOTICES: Any notice or other communication required or permitted hereunder may be delivered in person, by facsimile, United States Postal Service, courier service or email to the address set forth in this Contract or such other address or number as shall be furnished in writing by any such party, unless specific Contract provisions provide otherwise. Such notice or communication shall be deemed to have been given as of the date and time so delivered. Delivery to, or receipt by, a party's licensee shall constitute delivery to the party. Delivery to, or receipt by, any licensee assisting Buyer (as may be named below in this Contract) shall constitute receipt by Buyer and delivery to or receipt by any licensee assisting Sellers (as may be named below in this Contract) shall constitute receipt by Sellers.

12. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS: This Contract and all attachments hereto, including, the Seller's Disclosure Statement, or other Addenda as noted in this Contract and Amendments thereto constitute the complete agreement of the parties concerning the Property, supersede all previous agreements, and may be modified or assigned only by a written agreement signed by all parties.

13. DEFAULTS AND REMEDIES: Sellers or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Sellers or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of this Contract:

a. If Sellers default, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Sellers and, at Buyer's option, pursue any remedy and damages available by law or in equity. If Buyer elects to terminate this Contract, the Earnest Money shall be returned to Buyer subject to the provisions of this Contract.

b. If Buyer defaults, Sellers may (i) specifically enforce this Contract and recover damages suffered by Sellers as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to Buyer and, at Sellers' option, either retain the Earnest Money as liquidated damages as Sellers' sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine) as provided in this Contract, or pursue any other remedy and damages available at law or in equity.

If, as a result of a default under this Contract, either Sellers or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the

non-defaulting party for all reasonable attorney's fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

TIME IS OF THE ESSENCE OF THIS CONTRACT.

14. INSPECTION AND DUE DILIGENCE: Buyer may, within fifteen (15) calendar days after the Effective Date of this Contract, at Buyer's expense, have the Property inspected and may conduct due diligence with regulatory agencies, governmental agencies, marketing firms, engineering firms and other authorities to determine the suitability of the Property for the intended use by Buyer. Buyer acknowledges that such inspections may not identify deficiencies in inaccessible areas of the Property and may be limited by weather conditions at the time of the inspection. Buyer acknowledges acceptance of the Property without condition or qualification once the Contract has closed.

a. ACCESS TO PROPERTY, RE-INSPECTIONS, DAMAGES AND REPAIRS. Sellers shall provide Buyer reasonable access to the Property to conduct the inspections, re-inspections, inspection of any corrective measures completed by Sellers and/or final walk through prior to Closing. Buyer shall be responsible and pay for any damage to the Property resulting from the inspection(s). Sellers agrees that any corrective measures which Sellers perform pursuant to the following provisions shall be completed in a workmanlike manner with good quality materials.

b. WHAT IF BUYER DOES NOT CONDUCT INSPECTIONS? If Buyer does not conduct inspections Buyer shall have waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.

c. WHAT IF BUYER DOES NOT GIVE TIMELY NOTICE OF UNACCEPTABLE CONDITIONS? If Buyer conducts inspections but fails to notify Sellers of Unacceptable Conditions prior to the expiration of the Inspection and Due Diligence Period, Buyer shall have waived any right to cancel or renegotiate this Contract pursuant to these inspection provisions.

d. WHAT IS NOT AN UNACCEPTABLE CONDITION? The following items shall not be considered Unacceptable Conditions and cannot be used by Buyer as a reason to cancel or renegotiate this Contract:

e. WHAT IS AN UNACCEPTABLE CONDITION? An Unacceptable Condition is any condition identified in a written inspection report prepared by an independent qualified inspector of Buyer's choice, which condition is unacceptable to Buyer and not otherwise excluded in this Contract.

f. WHAT IF BUYER'S INSPECTIONS REVEAL UNACCEPTABLE CONDITIONS? If Buyer's inspections reveal Unacceptable Conditions Buyer may do any one of the following:

(1) **ACCEPT THE PROPERTY "AS IS"**. Buyer may notify Sellers that the inspections are satisfactory or do nothing. In either case, Buyer will have waived any right to cancel or renegotiate due to any Unacceptable Conditions; or

(2) **CANCEL THIS CONTRACT** by notifying Sellers in writing within the Inspection and Due Diligence Period: or

(3) **OFFER TO RENEGOTIATE** with Sellers by notifying Sellers in writing within the Inspection and Due Diligence period, identifying the Unacceptable Conditions.

Buyer's notice of cancellation or offer to renegotiate terminates the Inspection and Due Diligence Period and must be accompanied by the applicable written inspection report(s) in their entirety from the independent qualified inspector(s) who conducted the inspection(s).

g. RESOLUTION OF UNACCEPTABLE CONDITIONS. Buyer and Sellers shall have fifteen (15) days after Sellers' receipt of Buyer's Inspection Notice/Offer to Renegotiate (the "Renegotiation Period"), to reach an agreement resolving the Unacceptable Conditions. Any of the following executed and delivered to the other party or other party's agent prior to the expiration of the Renegotiation Period shall constitute such an agreement:

(1) An amendment signed by Buyer and Sellers resolving the Unacceptable Conditions; or

(2) A written statement signed by Buyer accepting the Property "as is" without correction of any Unacceptable Conditions; or

(3) A written statement signed by Sellers agreeing to do everything requested by Buyer in Buyer's Offer to Renegotiate.

If no agreement resolving the Unacceptable Conditions is reached as provided above, prior to the expiration of the Renegotiation Period, then after expiration of the Renegotiation Period, either party may cancel this Contract by written notice to the other.

15. ADDITIONAL TERMS AND CONDITIONS:

a. Buyer and Sellers acknowledge that Buyer is purchasing the Property in "as is" condition.

b. Sellers agree to pay the title insurance policy referred to in paragraph 8, and Buyer agrees to pay the attorneys' fees for preparation of this Contract. Buyer shall pay all remaining closing costs and Seller shall have the option to have this Contract reviewed at their expense and, further, Buyer agrees to pay the cost of any inspection permitted under paragraph 14 prior to closing.

16. EXPIRATION: The offer contained within the Contract for the purchase of the Property by Buyer shall expire on _____ at _____ o'clock _____ m. (5:00 p.m. if left blank) unless accepted by Sellers or withdrawn by Buyer before that time.

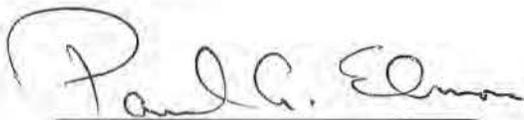
CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.

IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

All parties agree that this transaction can be conducted by electronic means according to the Uniform Electronic Transaction Act as adopted in Missouri.

Sellers hereby authorizes Escrow Agent to obtain payoff information from Sellers' Lenders, if any.

SELLERS


Paul A. Elmore

Date: 9-31-16


Sara L. Elmore
Address: 213 S. Jefferson Street
Raymore, MO 64083

Date: 8-31-16

BUYER

THE CITY OF RAYMORE, MISSOURI

By: _____

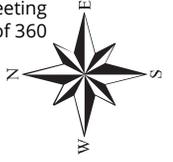
Date: _____

Printed Name: _____

Title: _____

Address: 100 Municipal Circle
Raymore, MO 64083

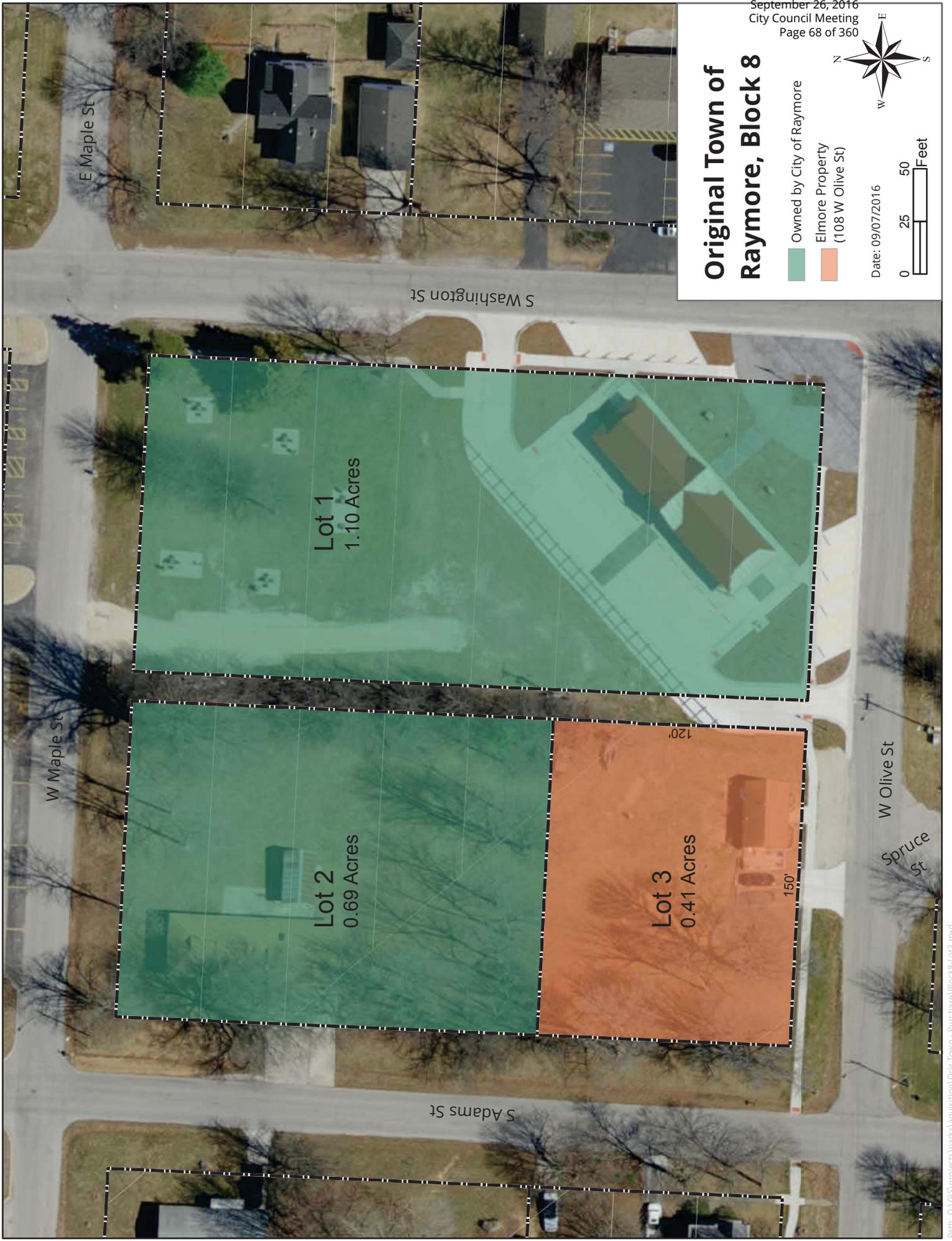
F:\Users\FIRM\RAYMORE\FIRST BAPTIST CHURCH\11.04.15 Real Estate Sale Contract.docx



Original Town of Raymore, Block 8

- Owned by City of Raymore
- Elmore Property (108 W Olive St)

Date: 09/07/2016





**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: September 12, 2016

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

Bill 3206 Budget Amendment - 108 W. Olive Street Property

FINANCIAL IMPACT

Award To:

Amount of Request/Contract: \$65,000.00

Amount Budgeted: \$0.00

Funding Source/Account#: Park Fee in Lieu / Capital Improvement Sales Tax

PROJECT TIMELINE

Estimated Start Date

September, 2016

Estimated End Date

September, 2016

STAFF RECOMMENDATION

Approval of Bill 3206

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3206 Budget Amendment - 108 W. Olive Street Property

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bill 3205 Purchase of 108 W. Olive Street property for additional parkland and restroom facilities.

Staff recommends amending the FY 2016 Capital Budget utilizing available fund balance in the Park Fee in Lieu Fund of \$60,382 and the Capital Improvement Sales Tax Fund for the remaining \$4,618 for this contract.

BILL 3206

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2016 CAPITAL BUDGET.”

WHEREAS, the City Council has approved a contract for the purchase of 108 W. Olive Street property; and

WHEREAS, the contract price is \$65,000 for the building and land; and

WHEREAS, funding for this contract has not been included in the FY 2016 Capital Budget.

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 as follows:

	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
Park Fee In Lieu (27)	\$65,000	\$125,382	\$60,382
Capital Improvement Sales Tax (45)	\$3,364,613	\$3,369,231	\$4,618
Total Amendment			\$65,000

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

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

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

DULY READ THE FIRST TIME THIS 12TH DAY OF SEPTEMBER 2016.

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

Date of Signature



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: September 12, 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

<p>Bill 3195 Staff is requesting Council to award contract to Maguire Iron, Inc. for the Foxwood Water Tower Project.</p>

FINANCIAL IMPACT

Award To:	Maguire Iron, Inc.
Amount of Request/Contract:	\$484,683.00
Amount Budgeted:	\$400,000
Funding Source/Account#:	Enterprise Capital Maint. Fund (54)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Spring 2017	Summer 2017

STAFF RECOMMENDATION

Award contract to Maguire Iron, Inc.

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

<p>Bill 3195 Contract</p>

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The FY 2015 Capital Budget provided funding in the amount of \$400,000 for the rehabilitation of the Foxwood Springs Water Tower. The City has entered into a contract with HDR Engineering to provide design and inspections services for this project in the amount of \$54,033 leaving a balance of \$345,967.

Bids for this project were opened on June 15th, 2016 and the following bids were received:

Maguire Iron, Inc.	\$484,683.00
Central Tank Coatings	\$585,900.00

The significant increase in bids received versus the budgeted amount is due to Mo/DNR Environmental Regulations for Paint Removal on Outdoor Structures adopted in 2014. These regulations require that no "fugitive dust" from paint removal operations leave the boundaries of the site. In order to comply with this regulation it is necessary to install a curtain around the water tower as shown below.



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 Maguire Iron, Inc.

Staff recommends award of the contract to Maguire Iron, Inc. in the amount of \$484,683.00.

BILL 3195

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MAGUIRE IRON, INC FOR THE FOXWOOD WATER TOWER PROJECT, CITY PROJECT NUMBER 16-217-201, IN THE AMOUNT OF \$484,683 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Foxwood Water Tower project was included in the 2015 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; and

WHEREAS, bids for this project were received on June 15th 2016; and

WHEREAS, the following bids were provided as follows:

Maguire Iron, Inc.	\$484,683
Central Tank Coatings	\$585,900

WHEREAS, Maguire Iron, Inc has been determined to be the lowest and best bidder.

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

Section 1. The Mayor is hereby directed and authorized to enter into a negotiated contract in the amount of \$484,633 with Maguire Iron, Inc. for the Foxwood Water Tower 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 12TH DAY OF SEPTEMBER, 2016.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH 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

Foxwood Water Tower Rehabilitation

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 26th day of September, 2016, between Maguire Iron, Inc., an entity organized and existing under the laws of the State of South Dakota, with its principal office located at PO BOX 1446, Soix Falls, SD 57101, 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 26, 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 #16-217-201 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 365 calendar days. The Contractor shall minimize the time the Foxwood Water Tower is out of service for this Project to one continuous 90-day period. The date of substantial completion shall be that date when the work is completed to the extent the City can utilize the work for the use for which it is intended and fulfills the work as described in the contract and applicable attachments and addendums. 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 \$ 484,683.00.

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

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 Order 22). 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
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. Contractor shall require its on site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.
- C. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.
- D. 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)

Maguire Iron, Inc.

Company Name

By: _____

Title: _____

Attest: _____

Appendix A

SCOPE OF SERVICES:

The Foxwood Water Tower Rehabilitation Project involves the complete painting, handrail addition, and all miscellaneous repairs at the Foxwood Water Tower. Contractor will coordinate work with City's SCADA provider Micro Comm, Inc., South Metro Fire District, Operation Green Light, and all other entities that have antennas on the Water Tower to remove and protect antennas and cables prior to painting and reinstall after painting is complete. Contractor shall use a sidewall containment system that contains dust and debris to the area within the fenced Water Tower Site. Detailed construction plans are contained within these Contract Documents; see the Table of Contents for their location.

CITY OF RAYMORE, MISSOURI

RFP #16-217-201

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 in consultation with the Finance Director or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Finance Director will designate her authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. Contract Period

The Work will be substantially completed within 330 days after the date when the Contract Times commence to run and completed and ready for final payment within 365 days after the date when the Contract Times commence to run. The Contractor shall limit the time the Foxwood Water Tower is out of service for this Project to one 90-day period. The Contractor shall not take or have the Water Tower out of service between June 1st and September 1st.

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 and HDR shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required of the apparent low bidder and submitted with the signed contract prior to Council consideration (1st reading) and shall be maintained by the Bidder/Contractor for the duration of the contract period. Claims made on policies must be enforce 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 and HDR, 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 Missouri Annual Wage Order #22 for Cass County, Missouri, USA, per the latest revision by the State's Department of Labor at the time of the bid opening.

G. Invoicing and Payment

The Bidder shall submit monthly invoices, in duplicate, for services outlined above in the scope of services.

Invoices shall be based on the following schedule:

As work progresses, 5% of Work completed will be held for retainage until acceptance of the project by the Raymore City council. All monthly invoices will be paid within thirty (30) days of receipt 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.

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.

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 his 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. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (2) days to produce such documentation.

P. Prevailing Wage Requirement

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Annual Wage Order 22 per the latest revision by the State's Department of Labor at the time of the bid opening). 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).

Whenever there is a period of excessive unemployment in this state as determined by the Missouri Department of Labor, every person who is charged with the duty, either by law or contract, or constructing or building any public works project or improvement for the state or any political subdivision, municipal corporation...shall employ only Missouri laborers and laborers from non restrictive states on such project or improvement (section 290.550-.580 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 then 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.

PLEASE NOTE: The following affidavit needs to be completed and returned with Bid RFP.

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 Gene Jones, Jr., who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Gene Jones, Jr.

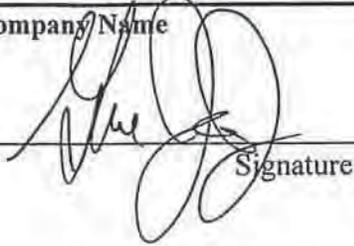
Company: Maguire Iron, Inc.

Address: PO Box 1446, Sioux Falls, SD 57101

- 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 #16-217-201.
- 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.

Maguire Iron, Inc.

Company Name



Signature

Name: Gene Jones, Jr.

Title: President

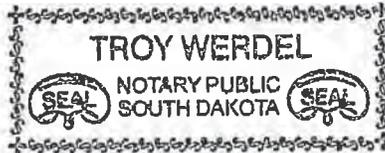
STATE OF South Dakota

COUNTY OF Minnehaha

Subscribed and sworn to before me this 13 day of June, 2016.

Notary Public:





My Commission Expires: 08/29/19

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.

**INSTRUCTIONS FOR RESPONDING TO
RFP #16-217-201**

Please Remit

- One (1) original signed unbound proposal
- Two (2) copies of original signed proposal

√	PROPOSAL CHECKLIST TO INCLUDE WITH PACKET
	Form A - Commitment to sign Agreements
	Form B - Contractor Disclosures
	Form C - Experience/References
	Form D - Work Agreement
	Form E - Proposal Pricing (Including unit prices, where required)
	Addenda, if applicable
	E-Verify - Attach to original
	Bid Bond (if required) - Attach to original

Total of three (3) proposals submitted

MUST BE RECEIVED BY: May 25, 2016 at 10:00 a.m.

PLEASE MARK YOUR SUBMITTAL “SEALED PROPOSAL 16-217-201” WITH YOUR COMPANY NAME PRINTED ON IT AND SUBMITTED TO:

Kim Quade, CPPB
Purchasing Specialist
City of Raymore
100 Municipal Circle
Raymore, Missouri 64083

Any questions regarding this Request for Proposal shall be submitted to the Purchasing Specialist, Kim Quade, CPPB by email at Kquade@raymore.com or by phone at (816) 892-3045.

The Owner reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. To negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates and to approve the bond.

PROPOSAL FORM A
RFP #16-217-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Gene Jones, Jr. having authority to act on behalf of (Company name) Maguire Iron, Inc. do hereby acknowledge that (Company name) Maguire Iron, Inc. 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: Maguire Iron, Inc.

ADDRESS: PO Box 1446
Street

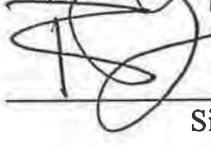
ADDRESS: Sioux Falls SD 57101
City State Zip

PHONE: 605-334-9749

DATE: 06/13/16
(Month-Day-Year)

 /President
Signature of Officer/Title

DATE: 06/13/16
(Month-Day-Year)

 /Secretary
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

NO BID

If not submitting a Proposal, respond by returning the attach “No Bid Response Form.” Failure to submit either a Proposal or a *No Bid Response* may be cause for removal of the Respondent from the City of Raymore’s mailing list.



City of Raymore
Kim Quade, CPPB
100 Municipal Circle
Raymore, MO 64083
(816) 8923045
Fax: 816-892-3093
E-Mail: Kquade@raymore.com

“NO BID RESPONSE FORM”

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE

If you do not wish to respond to this proposal request, but would like to remain on the City of Raymore vendor list, please fill out this form and return to the Purchasing Specialist by e-mail or fax.

Request for Proposal: 16-217-201

Company Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reasons for not submitting a proposal response:

PROPOSAL FORM B
RFP #16-217-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes 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 #16-217-201

EXPERIENCE / REFERENCES

Please provide a minimum of five (5) 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: Please see attached.

- 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.

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

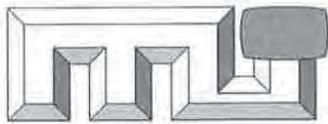
COMPANY NAME	
ADDRESS	
CONTACT PERSON	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

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

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

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

State the number of Years in Business: _____
 State the current number on personnel on staff: _____



Maguire Iron, Inc.

P.O. Box 1446
Sioux Falls, SD 57101
Phone (605) 334-9749
Fax (605) 334-9752

www.maguireiron.com

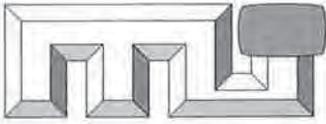
MAGUIRE IRON, INCORPORATED

Maguire Iron, Inc. has been in the "Water Storage Tank" business since 1915. Based in Sioux Falls, South Dakota, Maguire Iron operates a 60,000 square foot facility that includes an ASME Certified fabrication shop.

Maguire Iron, Inc. offers a full spectrum of water storage tank services including new and pre-owned tanks, relocation of existing tanks, repairs and replacement parts, lead abatement services, exterior painting, interior linings (both conventional and 100% solids), service agreements, tank inspections by NACE certified inspectors and year around emergency services.

Maguire Iron, Inc. is a family owned business with the Jones family having been directly involved in the daily business since 1955. Gene Jones, Jr. serves as President with 33 years of experience in all aspects of the business. Scott Jones, with 28 years experience, serves as Vice-President and is NACE Certified. Brad Jones, with 22 years experience, serves as Secretary & Treasurer and holds a degree in Construction Engineering. All of the above are residents of Sioux Falls, South Dakota and can be reached by calling our Corporate Office at (605) 334-9749.

Maguire Iron, Inc. employs approximately 120 full-time employees consisting of office staff, fabricators, welders, erectors and steelworkers, painters, inspectors and repair specialists, including 16 field crews performing field and job site operations. Our range of operations consists primarily of 23 central and mid-western states from Colorado to Ohio, and North Dakota to Texas, with occasional calls to outlying states.



Maguire Iron, Inc.

P.O. Box 1446
Sioux Falls, SD 57101
Phone (605) 334-9749
Fax (605) 334-9752

www.maguireiron.com

REHABILITATION/PAINT REFERENCES

PROJECT NAME

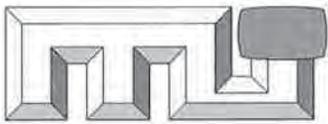
New Florence, MO
150MG Single Ped – Exterior Paint
Alan Weber
573-291-0741
Contract - \$53,975.00
Completion - 2015

Perryville, MO
550MG Standpipe - Exterior/Interior paint
Jeremy Meyer
573-517-1453
Contract - \$113,075.00
Completion - 2015

University of Missouri, Mt. Vernon
100MG Cone - Exterior/Interior
Emery Bradford
417-466-1867
Contract - \$224,140.00
Completion - 2015

Gwinner ND
400MG WaterSphere - Interior/Exterior Painting and Repair
Dennis Howey
701-678-2548 or 701-680-8103
Contract - \$174,230.00
Completion – 2015

Randall Community Water District, SD
1.0MMG Composite – Interior Painting
Chad Anderson
605-487-7823 or 605-491-4731
Contract - \$148,220.00
Completion - 2014



Maguire Iron, Inc.

P.O. Box 1446
Sioux Falls, SD 57101
Phone (605) 334-9749
Fax (605) 334-9752

www.maguireiron.com

PROJECT NAME

Creighton, NE
Interior/Exterior/Upgrades & Repairs – 300m DE legged
Miller & Associates
Kearney, NE
Dana Daniels, Inspector
308-234-6456
Contract - \$208,420.00
Completion - 2013

Otoe County Rural Water District #3, Syracuse, NE
Interior/Exterior Painting – 75m DE and 150m DE Legged
McIntyre Engineering, Lincoln, NE
Ted McIntyre, P.E.
402 489-4994
Contract - \$108,810.00
Completion – 2014

Brookesmith SUD, TX
Paint Interior and Exterior - 85MG Standpipe
Garrett Hager
325-646-5731
Contract - \$72,000.00
Completion - 2015

City of Stockdale, TX
Paint interior and Exterior - 75MG sphere
Banks Ankins
830-996-3128
Contract - \$68,900.00
Completion - 2015

Dunham Engineering – College Station, TX
Jimmy Dunham
Certified Paint Inspector on numerous Maguire Iron projects
979-690-6555

PROPOSAL FORM D
RFP #16-217-201

Proposal of Maguire Iron, Inc., organized and existing
(Company Name)

under the law of the State of South Dakota, 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. 16-217-201 Foxwood Water Tower Rehabilitation.

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 current "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.

PROPOSAL FORM E

Foxwood Water Tower Rehabilitation (Project Number 16-217-201)

UNIT PRICE SCHEDULE

No.	Item	Quantity	Unit		Unit Price			Estimated Total
1.	Mobilization (Max 2% of Base Bid)	1	LS	@	\$ 9,000	per	LS	\$ 9,000
2.	Tighten all Water Tower wind rods and bolts	1	LS	@	\$ 7,500	per	LS	\$ 7,500
3.	Repair interior wet ladder	1	LS	@	\$ 1,500	per	LS	\$ 1,500
4.	Add handrail around hatches on top of Water Tower	1	LS	@	\$ 18,000	per	LS	\$ 18,000
5.	Add handrail inside Water Tower at bottom of the bowl	1	LS	@	\$ 12,000	per	LS	\$ 12,000
6.	Surface preparation, Exterior, including containment	1	LS	@	\$ 165,000	per	LS	\$ 165,000
7.	Surface preparation, Interior	1	LS	@	\$ 44,000	per	LS	\$ 44,000
8.	Painting, Exterior	1	LS	@	\$ 125,000	per	LS	\$ 125,000
9.	Painting, Interior	1	LS	@	\$ 52,000	per	LS	\$ 52,000
10.	Replace ladder fall prevention systems	1	LS	@	\$ 7,500	per	LS	\$ 7,500
11.	Allowance for new City SCADA equipment and equipment start-up at Foxwood Water Tower and Kentucky Road Pump Station	1	LS	@	\$ 16,683	per	LS	\$ 16,683
12.	Relocate City SCADA antenna and equipment	1	LS	@	\$ 2,500	per	LS	\$ 2,500
13.	Remove all antennas, wires, electrical panels and cable supports from Water Tower prior to painting. Reinstall all after exterior painting is complete	1	LS	@	\$ 10,500	per	LS	\$ 10,500
14.	Site restoration, grading, seeding, soil sampling and testing, etc.	1	LS	@	\$ 7,500	per	LS	\$ 7,500
15.	Add 24-inch diameter manway to water tower at the catwalk	1	LS	@	\$ 6,000	per	LS	\$ 6,000

Total Base Bid for Project Number: 16-217-201

\$ 484,683.00

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

(\$ Four Hundred Eighty Four Thousand Six Hundred Eighty Three)

In blank above write out the sum of the bid.

BID OF: Maguire Iron, Inc.

(Firm Name)



City of Raymore

100 Municipal Circle · Raymore, MO. 64083

Phone · 816-892-3045 · Fax · 816-892-3093

ADDENDUM NO. 1

Foxwood Water Tower Rehabilitation - Project #16-217-201

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 - Clarification, bid date change and bid tab

The Request for Proposal, Contract Documents, and Specifications covering the construction of **CITY OF RAYMORE, MISSOURI, REQUEST FOR PROPOSAL, FOXWOOD WATER TOWER REHABILITATION**, are hereby amended as follows:

1. The Submittal Deadline has been changed to June 15, 2016 at 10:00 AM.
2. Replace the first sentence of page 2, the NOTICE TO BIDDERS, to state "Sealed proposals will be received by the Purchasing Specialist at Raymore City Hall, 100 Municipal Circle, until 10:00 a.m. on Wednesday, June 15, 2016."
3. Replace the first and second sentences of page 5, ARTICLE II, TIME OF COMMENCEMENT AND COMPLETION, to state "The work shall take a maximum of 365 calendar days. The Contractor shall minimize the time the Foxwood Water Tower is out of service for the Project to one continuous 105-day period, either between August 15, 2016 and November 23, 2016 or between February 6, 2017 and May 26, 2017."
4. Delete Proposal Form E, in its entirety and Replace with Proposal Form E (Addendum No. 1), enclosed.
5. Delete page 31 (Begins with LATE BIDS CANNOT BE ACCEPTED), in its entirety and replace with page 31 (Addendum No. 1), enclosed.
6. Add Item Z to Appendix B, General Terms and Conditions (page 18) as follows:
 - Z. Utilities- Regardless of what utilities are shown on the bidding documents and utility locations, the bidder shall contact each utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to where 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 the utility relocations in determining a bid.

7. Add Appendix 1-A to Section SC-00 73-00, providing information on new SCADA equipment to be provided and installed.

8. Section 01 11 00 – SUMMARY OF WORK

REVISE: Section 1.2A Base Bid, Item 14 as follows:

14. Site Restoration:

- a. Sample and Test soil for Br, Cd, Cr & Pb at a minimum 4 locations within the fenced water tower site before beginning work and after painting work is complete, and submit sample results to City.
- b. Restore disturbed areas, including grading and seeding.

9. Section 01 11 00 – SUMMARY OF WORK

REVISE: Section 1.10 FACILITY OPERATIONS, Item A as follows:

A. Continuous operation of Owners water mains and meeting all permit requirements at all times are of critical importance:

1. Schedule and conduct activities to enable the existing water mains to operate continuously, unless otherwise specified.
2. The Water Tower shall be taken out of service for all exterior surface preparation, containment and painting work.
3. The timeframes the water tower may be taken out of service shall be per page 5, ARTICLE II, TIME OF COMMENCEMENT AND COMPLETION

10. Section 01 22 14 – MEASUREMENT FOR PAYMENT

REPLACE: Section 1.3.A, as follows:

A. Base Bid Items 1 through 15:

1. Measurement for payment for Base Bid Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall be based on a Lump Sum for each item.

11. Section 32 92 00 - SEEDING, SODDING, AND LANDSCAPING

ADD: Section 3.3.C as follows:

C. Acceptance of this project and release of final payment will not occur until vegetation is established.

12. Section 09 97 14 - PAINTING (WATER TOWER)

DELETE: Section 2.3.B.6, in its entirety. (Lettering is removed from the contract)

13. Section 09 97 14 - PAINTING (WATER TOWER)

REPLACE: Section 3.1.A. as follows:

A. General:

1. The existing tank coatings are known to have lead based paint. Contractor shall abide by all local, state and federal regulations in regard to removal and disposal of lead paint.
2. When removing lead based paint or coatings, Contractor shall use Blastox abrasive additive blended with a mineral abrasive by the abrasive supplier.
 - a. Use proper amount of additive to render the lead non-hazardous, as confirmed by TCLP test results of the spent abrasive.
 - b. Use in accordance with manufacturers recommendations and requirements.
 - c. All spent abrasives, residuals and by products of the paint removal process, including testing shall be managed in compliance with local state and federal regulations.
3. Provide at least level 2A containment with sidewalls, ceiling and floor along with negative air pressure achieved by force and exhaust air filtration to contain dust, and debris per SSPC Guide 6.
4. Contractor shall be responsible for any dust, debris and/or paint droplets which leave the containment, including any damage to neighboring property.

14. Section 09 97 14 - PAINTING (WATER TOWER)

REPLACE: Section 3.1.B. as follows:

B. Cleaning and Securing of Containment Prior to Removing:

1. Prior to removing, dropping or moving the containment, remove loose abrasive, residuals, debris and dust by cleaning.

15. Plan Sheet 10-C102

ADD: The following GENERAL NOTES:

6. INSTALL 24-INCH DIAMETER DAVIT ARM MANWAY INSIDE TANK BOWL WITH 1-FOOT CLEARANCE ABOVE THE EXTERIOR CATWALK ON EAST SIDE OF WATER TOWER. PROVIDE NEOPRENE GASKET AND SINGLE BOLT LATCH ASSEMBLY FOR SEALING MANWAY.
7. CONTRACTOR MAY INSTALL UP TO TWO ADDITIONAL 6-INCH MAXIMUM DIAMETER DEBRIS/DRAIN PORTS AT BOTTOM BOWL OF TANK. SEAL PER AWWA D-100 OR INSTALL FLANGE ON PORT WITH, BLIND FLANGE, GASKET AND STAINLESS STEEL BOLTS INSIDE TANK BOWL.
8. ROOF HANDRAIL SHALL BE MIN 20 FEET DIAMETER AND ENCOMPASS ALL ROOF MANWAY HATCHES AND VENTS WITH AT LEAST 2 FEET OF HORIZONTAL CLEARANCE FROM EDGE OF HATCHES AND VENTS TO HANDRAIL.
9. THE WET RISER HANDRAIL SHALL BE APPROXIMATELY 14 FEET DIAMETER AND BE WITHIN 1 FOOT OF THE TOP EDGE OF THE WET RISER TRANSITION CONE EDGE.
10. UTILIZE MAGNETIC MOUNTS OR INSTALL STANDOFFS WITH MESSENGER POLES AS REQUIRED TO SUPPORT CABLES AND ANTENNAE'S TO BE REINSTALLED ON THEIR MAGNETIC MOUNTS

SHALL BE ESTECH INNOVATIONS, OR APPROVED EQUAL, AND INSTALLED AS RECOMMENDED BY THE MANUFACTURER TO SUPPORT THE SIZE AND TYPE OF EACH CABLE AND ANTENNAE. STANDOFFS AND MESSENGER POLES SHALL BE INSTALLED IN ACCORDANCE WITH NEC LATEST EDITION AND CABLE MANUFACTURER REQUIREMENTS. CLAMPS AND STRAPS TO ANY PART OF THE WATER TOWER INCLUDING LADDERS, AND LADDER SUPPORTS ARE NOT PERMITTED.

11. REINSTALL ALL ELECTRICAL GROUND WIRE CONNECTIONS DISTURBED AND TIGHTEN ALL GROUND WIRE CONNECTIONS.

16. Plan Sheet 10-C103, Site Photo 2 Detail

Replace the callout note with the following:

“REMOVE EXISTING ELECTRICAL ANTENNA PANEL BEFORE SURFACE PREPERATION AND PAINTING TANK OVERFLOW PIPE. REINSTALL EXISTING ELECTRICAL PANEL ON UNISTRUCT ELECTRICAL RACK ASSEMBLY MOUNTED TO SAME WATER TOWER LEG CONCRETE FOUNDATION. DO NOT MOUNT ELECTRICAL PANEL TO OVERFLOW PIPE OR TANK LEG/SUPPORTS.”

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by e-mail at kquade@raymore.com. There will be no questions allowed after June 10th, 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: Maguire Iron, Inc.

By: Gene Jones, Jr.

Title: President

Address: PO Box 1446

City, State, Zip: Sioux Falls, SD 57101

Date: 06/13/16 Phone: 605-334-9749

Signature of Bidder: _____

ADDENDUM MUST BE SUBMITTED WITH BID



City of Raymore

100 Municipal Circle · Raymore, MO. 64083

Phone · 816-892-3045 · Fax · 816-892-3093

ADDENDUM NO. 2

Foxwood Water Tower Rehabilitation - Project #16-217-201

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.

The Request for Proposal, Contract Documents, and Specifications covering the construction of CITY OF RAYMORE, MISSOURI, REQUEST FOR PROPOSAL, FOXWOOD WATER TOWER REHABILITATION, are hereby amended as follows:

1. Section 09 97 14 – Painting (Water Tower)

ADD: Section 2.1.C. as follows:

C. Provide antenna and antenna cable management systems in accordance with EXHIBIT 1 of Section 09 97 14.

1. Utilize “snap-in” stainless steel cable clamps with cable cushions for all cable mounts for each existing antenna cable, with either:
 - a. welded standoffs coated per tank exterior coating schedule or
 - b. magnetic mounts as applicable.
2. Provide welded standoffs for mounting each existing antenna in the same general location (same side of tank) as currently located.
3. Bands and clamps attached to tank legs, ladders and/or handrails are not acceptable

2. Add EXHIBIT 1 to Section 09 97 14, providing information on requirements for magnetic mounts and standoffs to be used to reinstall all antennae and antenna cables on the water tower.

3. Plan Sheet 10-C102

ADD: The following GENERAL NOTES:

12. INSTALL ANTENNA AND ANTENNA CABLE MOUNTING SYSTEMS UTILIZING “SNAP-IN” STAINLESS STEEL CABLE CLAMPS WITH CABLE CUSHIONS, WITH EITHER WELDED STANDOFFS COATED PER TANK EXTERIOR PER SECTION 09 97 14, OR MAGNETIC MOUNTS AS APPLICABLE, FOR EACH EXISTING ANTANNA AND CORRESPONDING ANTANNA CABLE.

ANTENNAE AND ANTENNA CABLES SHALL BE MOUNTED IN THE SAME GENERAL LOCATION (SAME SIDE OF TANK) AS CURRENTLY LOCATED PER REQUIREMENTS PROVIDED IN EXHIBIT 1 of SECTION 99 97-14. BANDS AND CLAMPS ATTACHED TO TANK LEGS, LADDERS AND/OR HANDRAILS ARE NOT ACCEPTABLE.

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

Company Name: Maguire Iron, Inc.

By: Gene Jones, Jr.

Title: President

Address: PO Box 1446

City, State, Zip: Sioux Falls, SD 57101

Date: 06/13/16 Phone: 605-334-9749

Signature of Bidder: _____

ADDENDUM MUST BE SUBMITTED WITH BID

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 MAGUIRE IRON, INC. (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: 180474

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

Company ID Number: 180474

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

Company ID Number: 180474

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

Company ID Number: 180474

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

Company ID Number: 180474

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

Company ID Number: 180474

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

Company ID Number: 180474

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

Company ID Number: 180474

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Company ID Number: 180474

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 **MAGUIRE IRON, INC.**

LISA M LOHR

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/14/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/14/2009

Date

Company ID Number: 180474

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: MAGUIRE IRON, INC.

Company Facility Address: 300 W WALNUT

SIOUX FALLS, SD 57104

Company Alternate

Address: PO BOX 1446

SIOUX FALLS, SD 57101

County or Parish: MINNEHAHA

Employer Identification

Number: 460256425

North American Industry
Classification Systems

Code: 238

Parent Company: _____

Number of Employees: 100 to 499

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:

- SOUTH DAKOTA 1 site(s)

Company ID Number: 180474

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

Name: **LISA M LOHR**
Telephone Number: **(605) 275 - 1610**
E-mail Address: **lisa@maguireiron.com**

Fax Number: **(605) 275 - 1640**

LATE BIDS CANNOT BE ACCEPTED!

SEALED REQUEST FOR PROPOSAL
ATTN: PURCHASING SPECIALIST

RFP #: 16-217-201

DESCRIPTION: FOXWOOD WATER TOWER
REHABILITATION

OPENING DATE: MAY 25, 2016

OPENING TIME: 10:00 A.M.

COMPANY NAME: _____

DATED MATERIAL – DELIVER IMMEDIATELY

**PLEASE CUT OUT AND AFFIX THIS LABEL
(ABOVE) TO THE OUTERMOST ENVELOPE
OF YOUR PROPOSAL TO HELP ENSURE
PROPER DELIVERY**

SPECIAL CONDITIONS

1. SCOPE OF WORK

The work provided for in these specifications shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish the **Foxwood Water Tower Rehabilitation** (PN 16-217-201), together with all other incidental and related work, as set forth herein these specifications and the Contract Drawings and as directed by the City Engineer, in order to make a complete and finished product.

2. CONTRACT SPECIAL CONDITIONS

The work shall conform to these special conditions and to the Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction for the City of Raymore, Missouri.

3. GEOTECHNICAL REPORT

A geotechnical report was not prepared as a part of these improvements.

4. CONTRACTOR FURNISHED STAKING

NOT APPLICABLE

5. CONSTRUCTION SCHEDULE

Upon award of the contract, the CONTRACTOR shall immediately prepare and submit for approval by the ENGINEER, a construction schedule that will ensure completion of the project within the contract time. The schedule shall include all major items of construction within each phase, including but not limited to the following:

- Delivery of Major Materials, Supplies, and Equipment
- Pre-installation Inspection of Major Equipment
- Tie-ins to Existing Utilities
- Planned Interruptions to Existing Utilities
- Start-up of Major Equipment
- Seeding and Sodding
- Erosion Control
- Final Cleanup

This schedule shall be submitted prior to issuance of the work order. No work on this contract shall begin until said schedule is approved. The City reserves the right to adjust the CONTRACTOR'S schedule to coordinate with other projects.

6. EXAMINATION OF SITE

Bidders shall visit the site and inform themselves of all conditions presently existing. Their failure to visit the site shall in no way relieve the successful Bidder from the necessity of

furnishing all materials and performing all work necessary to complete the project in accordance with the Contract Documents.

7. PROTECTION OF EXISTING SURFACES – See also Section 09 09 14, PART 3

The CONTRACTOR shall protect all existing concrete curb and gutter, buildings, driveways, sidewalks, motor vehicles, pavement and other structures that are to remain in place, from damage during construction of this project. Contractor shall utilize a Sidewall Containment System around the Tower that contains dust and debris to the area within the fenced Water Tower Site. Any damage caused to these surfaces by the CONTRACTOR shall be repaired to its original condition and to the satisfaction of the Engineer by the CONTRACTOR at his expense.

8. PROTECTION OF EXISTING IMPROVEMENTS

The CONTRACTOR shall protect from damage or injury all existing improvements and structures whether they are private or publicly owned. Any such item damaged shall be repaired or replaced at the CONTRACTOR'S expense. If the CONTRACTOR needs to temporarily remove any existing improvements or structures in order to proceed with the work then the CONTRACTOR shall do so and then replace all of the existing improvements or structures to original location and condition equal to or better than existed prior to construction and to the satisfaction of the Engineer at the CONTRACTOR'S expense.

Coordination between all utilities and location of existing utilities is the responsibility of the CONTRACTOR. No extension of time to complete the project will be given due to any lack of coordination between the CONTRACTOR and the utility companies. All utilities located in the vicinity of the construction operation must be maintained and protected by the CONTRACTOR. Any damage caused by the CONTRACTOR will be repaired at the CONTRACTOR'S expense.

Photographic documentation shall be made of existing improvements and structures whether they are private or publicly owned in order to verify existing conditions, prior to construction. No extra payment will be allowed for the photographic documentation. One copy of the photographic documentation will be submitted to the city prior to issuance of the "Notice to Proceed".

9. PUBLIC SAFETY

The CONTRACTOR shall provide temporary walks, fencing, barricades, or other protection measures as necessary to ensure the safety of the public traversing the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the CONTRACTOR with due regard to location, appearance, and hazard potential to the traveling public.

10. REMOVAL OF CONSTRUCTION DEBRIS

The CONTRACTOR shall remove and dispose of all existing asphalt pavement, concrete pavement, concrete sidewalk, concrete curb & gutter, earth material, rock, and all other related materials due to the construction of this project. Disposal of all materials shall be at sites provided by the CONTRACTOR at his cost.



SUPPLEMENTARY
CONDITIONS



SECTION SC-00 73 00
SUPPLEMENTARY CONDITIONS

Supplementary Conditions

These Supplementary Conditions supplement Special Conditions, and other provisions of the Contract Documents as indicated below. All provisions of the Contract that are modified or supplemented remain in full force and effect as so modified or supplemented. All provisions of the Contract which are not so modified or supplemented remain in full force and effect.

Modifications and Supplements

The following are instructions that supplement specific paragraphs in the Special Conditions and other Contract Documents.

SC-1

Appendix B, Item B, add the following sentence at the end of this Section

“Substantial Completion will be considered once SCADA related services are complete and the disinfection of tank has passed bacterial testing and tank is ready to be placed in service by City.”

SC-2

Add Item 11 to the Special Conditions as follows:

11. OWNER PROCURED SERVICES

The OWNER has included a negotiated allowance for SCADA equipment and start-up. The CONTRACTOR shall be responsible for coordination of SCADA services and installation of equipment.

SC-3

Add Item 12 to the Special Conditions as follows:

12. REFERENCED INFORMATION

Drawings and Photos of conditions at or contiguous to the Site are provided for reference only as follows:

- a. Water Tower Photos.

SC-4

Add Item 13 to the Special Conditions as follows:

13. PREVAILING WAGE

The following Sections are incorporated into the Contract:

SC-00 74 41	Missouri Prevailing Wage Law
SC-00 74 42	Missouri Annual Wage Order
SC-00 75 19	Affidavit Compliance with the Missouri Prevailing Wage Law

SC-5

Add Item 14 to the Special Conditions as follows:

14. CONTRACT DRAWINGS

The following Drawings are incorporated into the Contract:

Drawing No. 00G000

Drawing No. 00G001

Drawing No. 10C101

Drawing No. 10C102

END OF SECTION

SECTION SC-00 74 41
MISSOURI PREVAILING WAGE LAW

MISSOURI REVISED STATUTES
CHAPTER 290
Wages, Hours and Dismissal Rights

August 28, 2015

As of 04/01/2016

Missouri Revised Statutes

Chapter 290 Wages, Hours and Dismissal Rights

[←Chapter: 288](#)

August 28, 2015

[Chapter: 291→](#)

What constitutes a day's labor.

290.010. From and after the first day of May, in the year eighteen hundred and sixty-seven, the period of eight hours shall be and constitute a legal day's work; but nothing in this section shall be so construed as to prevent parties to any contract for work, services or labor from agreeing upon a longer or shorter time. This section shall not apply to persons hired or employed by the month, nor to laborers or farm hands in the service of farmers or others engaged in agriculture.

(RSMo 1939 § 10166)

Prior revisions: 1929 § 13205; 1919 § 6766; 1909 § 7812

CROSS REFERENCE:

Election, employees allowed three hours to vote, 115.639

Limitation of working hours in certain industries, exception by consent of worker.

290.020. It is hereby declared to be unlawful for any person, company or corporation engaged in carrying on any kind of mining, mechanical, chemical manufacturing or smelting business, to work their employees in any mill or mills, or plants, while engaged in crushing rocks and mine products, containing mineral or ores, or engaged in separating the minerals or ores from rock and such combination with which the mineral or ores are mixed, or reducing or roasting, or refining or smelting minerals or ores, from and after the time such rocks, or combination of rocks and mine products, or minerals or ores are taken out of the mines, at such labor or industry, for a period of time longer than eight hours in a day of twenty-four hours, without their consent, and it is hereby declared that eight hours shall constitute a day of employment, for all laborers, or employees, engaged in the kind of labor or industry aforesaid.

(RSMo 1939 § 10167, A.L. 1981 H.B. 748)

Prior revisions: 1929 § 13206; 1919 § 6767; 1909 § 7813

Penalty.

290.030. Any person or persons, company or corporation who shall violate any of the provisions of section 290.020 shall, on conviction, be fined in a sum not less than twenty-five dollars nor more than five hundred dollars.

(RSMo 1939 § 10168)

Prior revisions: 1929 § 13207; 1919 § 6768; 1909 § 7814

Employees paid semimonthly, exception--statement of deductions--violation, misdemeanor.

290.080. All corporations doing business in this state, and all persons operating railroads or railroad shops in this state, shall pay the wages and salaries of their employees as often as semimonthly, within sixteen days of the close of each payroll period; provided, however, that executive, administrative and professional employees, and sales people and other employees compensated in whole or in part on a commission basis, at the option of such employers, may be paid their salaries or commissions monthly. Such corporations and persons either as a part of the check, draft or other voucher paying the wages or separately, shall furnish the employee at least once a month a statement showing the total amount of deductions for the period. Any corporation or person violating this section shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in any sum not less than fifty dollars, nor more than five hundred dollars, for each offense.

(RSMo 1939 §§ 5080, 5081, 10176, A. 1949 S.B. 1105, A.L. 1955 p. 596)

Prior revisions: 1929 §§ 4608, 4609, 13215; 1919 §§ 9802, 9803, 6778; 1909 § 7820

CROSS REFERENCE:

Wages, when to be paid, interest, priority, 430.360

Factory employees paid semimonthly--amount withheld--penalty.

290.090. The employees of the operators of all manufactories, including plate glass manufactories, operated within this state shall be regularly paid in full of all wages due them at least once in every fifteen days, in lawful money, and at no pay day shall there be withheld from the earnings of any employee any sum to exceed the amount due him for his labor for five days next preceding any such pay day. Any such operator who fails and refuses to pay his employees, their agents, assigns or anyone duly authorized to collect such wages, as in this section provided, shall become immediately liable to any such employee, his agents or assigns for an amount double the sum due such employee at the time of such failure to pay the wages due, to be recovered by civil action in any court of competent jurisdiction within this state, and no employee, within the meaning of this section, shall be deemed to have waived any right accruing to him under this section by any contract he may make contrary to the provisions hereof.

(RSMo 1939 § 10175)

Prior revisions: 1929 § 13214; 1919 § 6775; 1909 § 7817

Wage subsidies, bid supplements, and rebates for employment prohibited, when--violation, penalty.

290.095. 1. No contractor or subcontractor may directly or indirectly receive a wage subsidy, bid supplement, or rebate for employment on a public works project if such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate paid by the employer on a given occupational title below the prevailing wage rate as provided in section 290.262.

2. In the event a wage subsidy, bid supplement, or rebate is lawfully provided or received under subsections 1 or 2 of this section, the entity receiving such subsidy, supplement, or rebate shall report the date and amount of such subsidy, supplement, or rebate to the public body within thirty days of receipt of payment. This disclosure report shall be a matter of public record under chapter 610.

3. Any employer in violation of this section shall owe to the public body double the dollar amount per hour that the wage subsidy, bid supplement, or rebate has reduced the wage rate paid by the employer below the prevailing wage rate as provided in section 290.262 for each hour that work was performed. It shall be the duty of the department to calculate the dollar amount owed to the public body under this section.

(L. 2007 S.B. 339)

Thirty days' notice of reduction of wages, how.

290.100. Any railway, mining, express, telegraph, manufacturing or other company or corporation doing business in this state, and desiring to reduce the wages of its employees, or any of them, shall give to the employees to be affected thereby thirty days' notice thereof. Such notice may be given by posting a written or printed handbill, specifying the class of employees whose wages are to be reduced and the amount of the reduction, in a conspicuous place in or about the shops, station, office, depot or other place where said employees may be at work, or by mailing each employee a copy of said notice or handbill, and such company or corporation violating any of the provisions of this section shall forfeit and pay each party affected thereby the sum of fifty dollars, to be recovered by civil action in the name of the injured party, with costs, before any court of competent jurisdiction.

(RSMo 1939 §§ 5066, 5067, A.L. 1943 p. 410 § 75)

Prior revisions: 1929 §§ 4590, 4591; 1919 §§ 9782, 9783; 1909 §§ 3022, 3023

Payment due discharged employee--exceptions--penalty for delay.

290.110. Whenever any person, firm or corporation doing business in this state shall discharge, with or without cause, or refuse to further employ any servant or employee thereof, the unpaid wages of the servant or employee then earned at the contract rate, without abatement or deduction, shall be and become due and payable on the day of the discharge or refusal to longer employ and the servant or employee may request in writing of his foreman or the keeper of his time to have the money due him, or a valid check therefor, sent to any station or office where a regular agent is kept; and if the money or a valid check therefor, does not reach the station or

office within seven days from the date it is so requested, then as a penalty for such nonpayment the wages of the servant or employee shall continue from the date of the discharge or refusal to further employ, at the same rate until paid; provided, such wages shall not continue more than sixty days. This section shall not apply in the case of an employee whose remuneration for work is based primarily on commissions and whose duties include collection of accounts, care of a stock or merchandise and similar activities and where an audit is necessary or customary in order to determine the net amount due.

(RSMo 1939 § 5082, A.L. 1943 p. 410 § 76, A.L. 1963 p. 414, A.L. 1972 H.B. 1203)

Prior revisions: 1929 § 4610; 1919 § 9804

Employee not entitled to benefits, when.

290.120. No such servant or employee who secretes or absents himself to avoid payment to him, or refuses to receive the same when fully tendered, shall be entitled to any benefit under sections 290.110 and 290.120 for such time as he so avoids payment.

(RSMo 1939 § 5083, A.L. 1943 p. 410 § 77)

Prior revisions: 1929 § 4611; 1919 § 9805

Action by employees for breach of employment contract.

290.130. Any such servant or employee whose employment is for a definite period of time, and who is discharged without cause before the expiration of such time, may, in addition to the penalty prescribed by this law, have an action against any such employer for any damages he may have sustained by reason of such wrongful discharge, and such action may be joined with an action for unpaid wages and penalty.

(RSMo 1939 § 5084, A.L. 1943 p. 410 § 78)

Prior revisions: 1929 § 4612; 1919 § 9806

Letter of dismissal, when--failure to issue, damages--punitive damages, limitations.

290.140. 1. Whenever any employee of any corporation doing business in this state and which employs seven or more employees, who shall have been in the service of said corporation for a period of at least ninety days, shall be discharged or voluntarily quit the service of such corporation and who thereafter within a reasonable period of time, but not later than one year following the date the employee was discharged or voluntarily quit, requests in writing by certified mail to the superintendent, manager or registered agent of said corporation, with specific reference to the statute, it shall be the duty of the superintendent or manager of said corporation to issue to such employee, within forty-five days after the receipt of such request, a letter, duly signed by such superintendent or manager, setting forth the nature and character of service rendered by such employee to such corporation and the duration thereof, and truly stating for what cause, if any, such employee was discharged or voluntarily quit such service.

2. Any corporation which violates the provisions of subsection 1 of this section shall be liable for compensatory but not punitive damages but in the event that the evidence establishes that the employer did not issue the requested letter, said employer may be liable for nominal and punitive damages; but no award of punitive damages under this section shall be based upon the content of any such letter.

(RSMo 1939 § 5064, A.L. 1941 p. 330, A.L. 1982 S.B. 747)

Prior revisions: 1929 § 4588; 1919 § 9780; 1909 § 3020

CROSS REFERENCE:

Employee dismissal rights, damage action, time limitation, 516.140

Discrimination, refusal to hire or discharge employee for alcohol or tobacco use not during working hours, prohibited, exception--not cause for legal actions.

290.145. It shall be an improper employment practice for an employer to refuse to hire, or to discharge, any individual, or to otherwise disadvantage any individual, with respect to compensation, terms or conditions of employment because the individual uses lawful alcohol or tobacco products off the premises of the employer during hours such individual is not working for the employer, unless such use interferes with the duties and performance of the employee, the employee's coworkers, or the overall operation of the employer's business; except that, nothing in this section shall prohibit an employer from providing or contracting for health insurance benefits at a reduced premium rate or at a reduced deductible level for employees who do not smoke or use tobacco products. Religious organizations and church-operated institutions, and not-for-profit organizations whose principal business is health care promotion shall be exempt from the provisions of this section. The provisions of this section shall not be deemed to create a cause of action for injunctive relief, damages or other relief.

(L. 1992 S.B. 509, et al. § 6, A.L. 2005 H.B. 596, A.L. 2006 S.B. 567 & 792)

Employer response to request for information about current or former employee, contents, requirements, civil immunity, when.

290.152. 1. As used in this section, the following terms shall mean:

(1) "Employer", any individual, organization, partnership, political subdivision, corporation or other legal entity which has or had in the entity's employ one or more individuals performing services for the entity within this state;

(2) "Prospective employer", any employer, as defined in this subsection, to which an individual has made application for employment, either oral or written, or forwarded a resume or other correspondence expressing an interest in employment.

2. An employer may:

(1) Respond in writing to a written request concerning a current or former employee from an entity or person which the employer reasonably believes to be a prospective employer of such employee; and

(2) Disclose the nature and character of service rendered by such employee to such employer and the duration thereof; and

(3) Truly state for what cause, if any, such employee was discharged or voluntarily quit such service. The provisions of this section shall apply regardless of whether the employee becomes employed by the prospective employer prior to receipt of the former employer's written response. The information provided pursuant to this section shall be consistent with the content of any service letter provided pursuant to section 290.140 for the same employee.

3. The employer shall send a copy of any letter provided pursuant to subsection 2 of this section to the current employee or former employee at the employee's last known address. The current or former employee may request from the employer a copy of the letter provided pursuant to subsection 2 of this section for up to one year following the date of such letter.

4. For purposes of this section, an employer shall be immune from civil liability for any response made pursuant to this section or for any consequences of such response, unless such response was false and made with knowledge that it was false or with reckless disregard for whether such response was true or false.

5. Any employer who violates the provisions of subsection 2 of this section shall be liable for compensatory damages but not punitive damages.

6. Any letter issued pursuant to this section shall not be admitted as evidence in an unemployment compensation claim.

(L. 1999 S.B. 32)

Definitions.

290.210. As used in sections 290.210 to 290.340, unless the context indicates otherwise:

(1) "Adjacent county", any Missouri county of the third or fourth classification having a boundary that, at any point, touches any boundary of the locality for which the wage rate is being determined;

(2) "Collective bargaining agreement" means any written agreement or understanding between an employer or employer association and a labor organization or union which is the exclusive bargaining representative of the employer's or employer association's employees pursuant to the terms of the National Labor Relations Act and which agreement or understanding or predecessor agreement or understanding has been used to determine an occupational title wage rate;

(3) "Construction" includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair;

(4) "Department" means the department of labor and industrial relations;

(5) "Labor organization" or "union" means any entity which has been designated pursuant to the terms of the National Labor Relations Act as the exclusive bargaining representative of employees of employers engaged in the construction industry, which entity or affiliated entity has ever had a collective bargaining agreement which determined an occupational title wage rate;

(6) "Locality" means the county where the physical work upon public works is performed;

(7) "Maintenance work" means the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased;

(8) "Prevailing hourly rate of wages" means the wages paid generally, in the locality in which the public works is being performed, to workmen engaged in work of a similar character including the basic hourly rate of pay and the amount of the rate of contributions irrevocably made to a fund, plan or program, and the amount of the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to workmen and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal or state law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the department, insofar as sections 290.210 to 290.340 are concerned, may be discharged by the making of payments in cash, by the making of irrevocable contributions by the assumption of an enforceable commitment to bear the costs of a plan or program as provided herein, or any combination thereof, where the aggregate of such payments, contributions and costs is not less than the rate of pay plus the other amounts as provided herein;

(9) "Previous six annual wage order reporting periods" means the current annual wage order reporting period under consideration for wage rate determinations and the five immediately preceding annual wage order reporting periods*;

(10) "Public body" means the state of Missouri or any officer, official, authority, board or commission of the state, or other political subdivision thereof, or any institution supported in whole or in part by public funds;

(11) "Public works" means all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. It also includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part out of public funds when let to contract by said utility. It does not include any work done for or by any drainage or levee district;

(12) "Workmen" means laborers, workmen and mechanics.

(L. 1957 p. 574 § 1, A.L. 1965 p. 438, A.L. 1969 S.B. 142, A.L. 2013 H.B. 34)

*Word "period" appears in original rolls.

Policy declared.

290.220. It is hereby declared to be the policy of the state of Missouri that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work.

(L. 1957 p. 574 § 2)

Prevailing wage rates required on construction of public works.

290.230. 1. Not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work, shall be paid to all workmen employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work. Only such workmen as are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job shall be deemed to be employed upon public works. Any such workman who agrees in writing to volunteer his or her labor without pay shall not be deemed to be employed upon public works, and shall not be entitled to the prevailing hourly rate of wages. For the purposes of this section, the term "workman who agrees in writing to volunteer his or her labor without pay" shall mean a workman who volunteers his or her labor without any promise of benefit or remuneration for such voluntary activity, and who is not a prisoner in any jail or prison facility and who is not performing community service pursuant to disposition of a criminal case against him, and is not otherwise employed for compensation at any time in the construction or maintenance work on the same public works for which the workman is a volunteer. Under no circumstances may an employer force, compel or otherwise intimidate an employee into performing work otherwise paid by a prevailing wage as a volunteer.

2. When the hauling of materials or equipment includes some phase of construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed employed directly on public works.

(L. 1957 p. 574 § 3, A.L. 2014 H.B. 1594)

Department of labor and industrial relations to enforce--makeregulations.

290.240. 1. The department shall inquire diligently as to any violation of sections 290.210 to 290.340, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of sections 290.210 to 290.340.

2. The department may establish rules and regulations for the purpose of carrying out the provisions of sections 290.210 to 290.340.

(L. 1957 p. 574 § 6, A.L. 1969 S.B. 142)

Prevailing wage, incorporation into contracts--failure to pay, penalty--complaints of violation, public body or prime contractor to withhold payment--determination of a violation, investigation required--employer's right to dispute--enforcement proceeding permitted, when.

290.250. 1. Every public body authorized to contract for or construct public works before advertising for bids or undertaking such construction shall request the department to determine the prevailing rates of wages for workmen for the class or type of work called for by the public works, in the locality where the work is to be performed. The department shall determine the prevailing hourly rate of wages in the locality in which the work is to be performed for each type of workman required to execute the contemplated contract and such determination or schedule of the prevailing hourly rate of wages shall be attached to and made a part of the specifications for the work. The public body shall then specify in the resolution or ordinance and in the call for bids for the contract what is the prevailing hourly rate of wages in the locality for each type of workman needed to execute the contract and also the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the specified rates to all workmen employed by them in the execution of the contract. The public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workmen performing work under the contract. The employer shall forfeit as a penalty to the state, county, city and county, city, town, district or other political subdivision on whose behalf the contract is made or awarded one hundred dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of sections 290.210 to 290.340 committed in the course of the execution of the contract, and, when making payments to the contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of sections 290.210 to 290.340, and if payment has already been made to him, the contractor may recover from him the amount of the penalty in a suit at law.

2. In determining whether a violation of sections 290.210 to 290.340 has occurred, and whether the penalty under subsection 1 of this section shall be imposed, it shall be the duty of the department to investigate any claim of violation. Upon completing such investigation, the department shall notify the employer of its findings. If the department concludes that a violation of sections 290.210 to 290.340 has occurred and a penalty may be due, the department shall notify the employer of such finding by providing a notice of penalty to the employer. Such penalty shall not be due until forty-five days after the date of the notice of the penalty.

3. The employer shall have the right to dispute such notice of penalty in writing to the department within forty-five days of the date of the notice. Upon receipt of this written notice of dispute, the department shall notify the employer of the right to resolve such dispute through arbitration. The state and the employer shall submit to an arbitration process to be established by the department by rule, and in conformance with the guidelines and rules of the American Arbitration Association or other arbitration process mutually agreed upon by the employer and the state. If at any time prior to the department pursuing an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer, the employer pays the back wages as determined by either the department or the arbitrator, the department shall be precluded from initiating any enforcement action to impose the monetary penalty provisions of subsection 1 of this section.

4. If the employer fails to pay all wages due as determined by the arbitrator within forty-five days following the conclusion of the arbitration process, or if the employer fails to exercise the right to seek arbitration, the department may then pursue an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer. If the court orders payment of the penalties as prescribed in subsection 1 of this section, the department shall be entitled to recover its actual cost of enforcement from such penalty amount.

5. Nothing in this section shall be interpreted as precluding an action for enforcement filed by an aggrieved employee as otherwise provided in law.

(L. 1957 p. 574 § 4, A.L. 1969 S.B. 142, A.L. 2007 S.B. 339)

Determination of hourly rate for heavy and highway construction work, when made, where filed, objections, hearing, determination.

290.260. 1. The department, as it deems necessary, shall from time to time investigate and determine the prevailing hourly rate of wages for heavy and highway construction work in the localities. In doing so, the department shall accept and consider information regarding local wage rates that is submitted in either paper or electronic formats. A determination applicable to every locality to be contained in a general wage order shall be made annually on or before July first of each year for the Missouri state highways and transportation commission and shall remain in effect until superseded by a new general wage order. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality.

2. A certified copy of the determination so made shall be filed immediately with the secretary of state and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after the filing.

3. At any time within thirty days after the certified copies of the determinations have been filed with the secretary of state and the department, any person who is affected thereby may object in writing to the determination or the part thereof that he deems objectionable by filing a written notice with the department, stating the specific grounds of the objection.

4. Within thirty days of the receipt of the objection, the department shall set a date for a hearing on the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

5. The department at its discretion may hear each written objection separately or consolidate for hearing any two or more written objections. At the hearing the department shall first introduce in evidence the investigation it instituted and the other facts which were considered at the time of the original determination which formed the basis for its determination. The department, or the objector, or any interested party, thereafter may introduce any evidence that is material to the issues.

6. Within twenty days of the conclusion of the hearing, the department must rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the secretary of state and with the department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

7. This final decision of the department of the prevailing wages in the locality is subject to review in accordance with the provisions of chapter 536. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of the final determination with the secretary of state shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

8. At any time before trial any person affected by the final determination of the department may intervene in the proceedings to review under chapter 536 and be made a party to the proceedings.

9. All proceedings in any court affecting a determination of the department under the provisions of sections 290.210 to 290.340 shall have priority in hearing and determination over all other civil proceedings pending in the court, except election contests.

(L. 1957 p. 574 § 8, A.L. 1965 p. 95, A.L. 1969 S.B. 142, A.L. 2013 H.B. 34)

**Determination of hourly rate by location and occupation title, when made, where filed--
objections, hearings--final determination--notice to department by public body, when.**

290.262. 1. Except as otherwise provided in section 290.260, the department shall annually determine the prevailing hourly rate of wages in each locality for each separate occupational title. In doing so, the department shall accept and consider information regarding local wage rates that is submitted in either paper or electronic formats. A final determination applicable to every locality to be contained in an annual wage order shall be made annually on or before July first of each year and shall remain in effect until superseded by a new annual wage order or as otherwise provided in this section. The department shall, by March tenth of each year, make an initial determination for each occupational title within the locality.

2. The prevailing wage rate for an occupational title in a locality shall, with the exception of localities that are counties of the third and fourth classification and any county of the second classification with more than fifty-eight thousand but fewer than sixty-five thousand inhabitants, be the wage rate most commonly paid, as measured by the number of hours worked at each wage rate, for that occupational title within that locality. In determining such prevailing wage rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, when no wages were reported.

3. With respect only to localities that are counties of the third and fourth classification and any county of the second classification with more than fifty-eight thousand but fewer than sixty-five thousand inhabitants, the prevailing wage rate for an occupational title within such locality shall be determined in the following manner:

(1) The total number of hours worked that are not paid pursuant to a collective bargaining agreement for the time period in that occupational title in the locality and the total number of hours worked that are paid pursuant to a collective bargaining agreement for the time period in that occupational title in the locality shall be considered;

(2) If the total number of hours that are not paid pursuant to a collective bargaining agreement, in the aggregate, exceeds the total number of hours that are paid pursuant to such an agreement, in the aggregate, then the prevailing wage rate shall be the rate most commonly paid that is not paid pursuant to a collective bargaining agreement as measured by the number of hours worked at such rate for that occupational title within the locality;

(3) If the total number of hours that are paid pursuant to a collective bargaining agreement, in the aggregate, exceeds the total number of hours that are not paid pursuant to such an agreement, in the aggregate, then the prevailing wage rate shall be the rate most commonly paid that is paid pursuant to a collective bargaining agreement as measured by the number of hours worked at such rate for that occupational title within the locality;

(4) If no work within a particular occupational title has been performed in a locality at any wage rate, the prevailing wage rate for that occupational title in that locality shall be determined in the following manner:

(a) If wages were reported for an occupational title within a locality within the previous six annual wage order reporting periods and the prevailing wage rate was determined by a collective bargaining agreement by hours worked pursuant to such agreement in the most recent annual wage order reporting period where such wages were reported, then the wage rate paid pursuant to the current collective bargaining agreement shall be the prevailing rate for that occupational title within the locality;

(b) If wages were reported for an occupational title within a locality within the previous six annual wage order reporting periods and the prevailing wage rate was not determined by hours worked pursuant to a collective bargaining agreement in the most recent annual wage order reporting period where such wages were reported, then the wage rate paid in the most recent annual wage order reporting period when such wages were reported shall be the prevailing wage rate for that occupational title within the locality;

(c) If no wages were reported for an occupational title within a locality within the previous six annual wage order reporting periods, the department shall examine hours and wages reported in all adjacent Missouri counties during the same periods. The most recent reported wage rate in a given wage order period in the adjacent Missouri county with the most reported hours actually worked for that occupational title in the wage period during the previous six annual wage order reporting periods shall be used to determine the prevailing wage rate;

(d) If no wages were reported for an occupational title within any adjacent Missouri county within the previous six annual wage order reporting periods, then the rate paid pursuant to the current collective bargaining agreement shall be the prevailing wage rate for that occupational title within the locality.

4. A certified copy of the initial determinations so made shall be filed immediately with the secretary of state and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after the filing.

5. At any time within thirty days after the certified copies of the determinations have been filed with the secretary of state and the department, any person who is affected thereby may object in writing to a determination or a part thereof that he deems objectionable by filing a written notice with the department, stating the specific grounds of the objection. If no objection is filed, the determination is final after thirty days.

6. After the receipt of the objection, the department shall set a date for a hearing on the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

7. The department at its discretion may hear each written objection separately or consolidate for hearing any two or more written objections. At the hearing the department shall first introduce in evidence the investigation it instituted and the other facts which were considered at the time of the original determination which formed the basis for its determination. The department, or the objector, or any interested party, thereafter may introduce any evidence that is material to the issues.

8. Within twenty days of the conclusion of the hearing, the department shall rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the secretary of state and with the department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

9. This final decision of the department of the prevailing wages in the locality for each occupational title is subject to review in accordance with the provisions of chapter 536. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of the final determination with the secretary of state shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

290.502. 1. Except as may be otherwise provided pursuant to sections 290.500 to 290.530, effective January 1, 2007, every employer shall pay to each employee wages at the rate of \$6.50 per hour, or wages at the same rate or rates set under the provisions of federal law as the prevailing federal minimum wage applicable to those covered jobs in interstate commerce, whichever rate per hour is higher.

2. The minimum wage shall be increased or decreased on January 1, 2008, and on January 1 of successive years, by the increase or decrease in the cost of living. On September 30, 2007, and on each September 30 of each successive year, the director shall measure the increase or decrease in the cost of living by the percentage increase or decrease as of the preceding July over the level as of July of the immediately preceding year of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) or successor index as published by the U.S. Department of Labor or its successor agency, with the amount of the minimum wage increase or decrease rounded to the nearest five cents.

(L. 1990 H.B. 1881 § 2, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Overtime compensation, applicable number of hours, exceptions.

290.505. 1. No employer shall employ any of his employees for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

2. Employees of an amusement or recreation business that meets the criteria set out in 29 U.S.C. 213(a) (3) must be paid one and one-half times their regular compensation for any hours worked in excess of fifty-two hours in any one-week period.

3. With the exception of employees described in subsection (2), the overtime requirements of subsection (1) shall not apply to employees who are exempt from federal minimum wage or overtime requirements including, but not limited to, the exemptions or hour calculation formulas specified in 29 U.S.C. Sections 207 and 213, and any regulations promulgated thereunder.

4. Except as may be otherwise provided under sections 290.500 to 290.530, this section shall be interpreted in accordance with the Fair Labor Standards Act, 29 U.S.C. Section 201, et seq., as amended, and the Portal to Portal Act, 29 U.S.C. Section 251, et seq., as amended, and any regulations promulgated thereunder.

(L. 1990 H.B. 1881 § 3, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006, A.L. 2008 H.B. 1883 merged with H.B. 2041)

Effective 6-25-08 (H.B. 2041)

8-28-08 (H.B. 1883)

Agriculture, law not applicable.

290.507. Sections 290.500 to 290.530 shall not apply to any employee or employer engaged in agriculture, as defined in section 290.500 (A) if such employee is employed by an employer who did not, during any calendar quarter during the preceding calendar year, use more than five hundred man-days of agriculture labor, (B) if such employee is the parent, spouse, child, or other member of his employer's immediate family, (C) if such employee (i) is employed as a hand harvest laborer and is paid on a piece rate basis in an operation which has been, and is customarily and generally recognized as having been, paid on a piece rate basis in the region of employment, (ii) commutes daily from his permanent residence to the farm on which he is so employed, and (iii) has been employed in agriculture less than thirteen weeks during the preceding calendar year, (D) if such employee (other than an employee described in clause (C) of this subsection) (i) is sixteen years of age or under and is employed as a hand harvest laborer, is paid on a piece rate basis in an operation which has been, and is customarily and generally recognized as having been, paid on a piece rate basis in the region of employment, (ii) is employed on the same farm as his parent or person standing in the place of his parent, and (iii) is paid at the same piece rate as employees over age sixteen are paid on the same farm, or (E) if such employee is principally engaged in the range production of livestock.

(L. 1990 H.B. 1881 § 4, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Director may investigate to prove compliance.

290.510. The director shall have authority to investigate and ascertain the wages of persons employed in any occupation included within the meaning of sections 290.500 to 290.530.

(L. 1990 H.B. 1881 § 5, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Gratuities, goods or services as part of wages, effect on minimum wage requirements.

290.512. 1. No employer of any employee who receives and retains compensation in the form of gratuities in addition to wages is required to pay wages in excess of fifty percent of the minimum wage rate specified in sections 290.500 to 290.530, however, total compensation for such employee shall total at least the minimum wage specified in sections 290.500 to 290.530, the difference being made up by the employer.

2. If an employee receives and retains compensation in the form of goods or services as an incident of his employment and if he is not required to exercise any discretion in order to receive the goods or services, the employer is required to pay only the difference between the fair market value of the goods and services and the minimum wage otherwise required to be paid by sections 290.500 to 290.530. The fair market value of the goods and services shall be computed on a weekly basis. The director shall provide by regulation a method of valuing the goods and services received by any employee in lieu of the wages otherwise required to be paid under the provisions of sections 290.500 to 290.530. He shall also provide by regulation a method of determining those types of goods and services that are an incident of employment the receipt of which does not require any discretion on the part of the employee.

(L. 1990 H.B. 1881 § 6, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Physical or mental deficiency of employee, wage rate, determined by director, how.

290.515. After a public hearing at which any person may be heard, the director shall provide by regulation for the employment in any occupation of individuals whose earning capacity is impaired by physical or mental deficiency at wages lower than the wage rate applicable under sections 290.500 to 290.530. The individuals shall be employed as the director finds appropriate to prevent curtailment of opportunities for employment, to avoid undue hardship, and to safeguard the wage rate applicable under sections 290.500 to 290.530, except that no individual who maintains a production level within the limits required of other employees shall be paid less than the wage rate applicable under sections 290.500 to 290.530. Employees affected or their guardians shall be given reasonable notice of this hearing.

(L. 1990 H.B. 1881 § 7, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Learners and apprentices, wage rate, determined by director, how.

290.517. After a public hearing of which individual employees affected must be given reasonable notice, the director shall provide by regulation for the employment in any occupation, at wages lower than the wage rate applicable under sections 290.500 to 290.530, of such learners and apprentices as he finds appropriate to prevent curtailment of opportunities for employment. Such wage rate for learners and apprentices shall be not less than 90 cents less than the minimum wage established by sections 290.500 to 290.530. At no time may this provision be used for the purpose of evading the spirit and meaning of sections 290.500 to 290.530.

(L. 1990 H.B. 1881 § 8, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Employer to keep records--director may inspect, records to be confidential.

290.520. Every employer subject to any provision of sections 290.500 to 290.530 or any regulation issued under sections 290.500 to 290.530 shall make and keep for a period of not less than three years on or about the premises wherein any employee is employed or at some other premises which is suitable to the employer, a record of the name, address and occupation of each of his employees, the rate of pay, the amount paid each pay period to each employee, the hours worked each day and each workweek by the employee and any goods or services provided by the employer to the employee as provided in section 290.512. The records shall be open for inspection by the director by appointment. Where the records required under this section are kept outside the state, the records shall be made available to the director upon demand. Every such employer shall furnish to the director on demand a sworn statement of time records and information upon forms

prescribed or approved by the director. All the records and information obtained by the department of labor and industrial relations are confidential and shall be disclosed only on order of a court of competent jurisdiction.

(L. 1990 H.B. 1881 § 9, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Summary of law and wage rate, employer to post, how.

290.522. Every employer subject to any provision of sections 290.500 to 290.530 or of any regulations issued under sections 290.500 to 290.530 shall keep a summary of sections 290.500 to 290.530, approved by the director, and copies of any applicable wage regulations issued under sections 290.500 to 290.530, or a summary of the wage regulations posted in a conspicuous and accessible place in or about the premises wherein any person subject thereto is employed. Employers shall be furnished copies of the summaries and regulations by the state on request without charge.

(L. 1990 H.B. 1881 § 10, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Rulemaking authority.

290.523. The department may, in accordance with chapter 536, promulgate such rules and regulations as are necessary for the enforcement and administration of sections 290.500 to 290.530. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul* a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2008, shall be invalid and void.

(L. 2008 H.B. 1883 merged with H.B. 2041)

*Word "annual" appears in original rolls of H.B. 1883, 2008.

Violations--penalty.

290.525. Any employer who hinders the director in the performance of his duties in the enforcement of sections 290.500 to 290.530 by any of the following acts is guilty of a class C misdemeanor:

- (1) Refusing to admit the director to any place of employment;
- (2) Failing to make, keep and preserve any records as required under the provisions of sections 290.500 to 290.530;
- (3) Falsifying any record required under the provisions of sections 290.500 to 290.530;

(4) Refusing to make any record required under the provisions of sections 290.500 to 290.530 accessible to the director;

(5) Refusing to furnish a sworn statement of any record required under the provisions of sections 290.500 to 290.530 or any other information required for the proper enforcement of sections 290.500 to 290.530 to the director upon demand;

(6) Failing to post a summary of sections 290.500 to 290.530 or a copy of any applicable regulation as required;

(7) Discharging or in any other manner discriminating against any employee who has notified the director that he has not been paid wages in accordance with the provisions of sections 290.500 to 290.530, or who has caused to be instituted any proceeding under or related to sections 290.500 to 290.530, or who has testified or is about to testify in any such proceeding;

(8) Paying or agreeing to pay wages at a rate less than the rate applicable under sections 290.500 to 290.530. Payment at such rate for any week or portion of a week constitutes a separate offense as to each employee;

(9) Otherwise violating any provisions of sections 290.500 to 290.530. Each day of violation constitutes a separate offense.

(L. 1990 H.B. 1881 § 11, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Action for underpayment of wages, employee may bring--limitation.

290.527. Any employer who pays any employee less wages than the wages to which the employee is entitled under or by virtue of sections 290.500 to 290.530 shall be liable to the employee affected for the full amount of the wage rate and an additional equal amount as liquidated damages, less any amount actually paid to the employee by the employer and for costs and such reasonable attorney fees as may be allowed by the court or jury. The employee may bring any legal action necessary to collect the claim. Any agreement between the employee and the employer to work for less than the wage rate shall be no defense to the action. All actions for the collection of any deficiency in wages shall be commenced within two years of the accrual of the cause of action.

(L. 1990 H.B. 1881 § 12, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Law not to supersede more favorable existing law.

290.528. Any standards relating to minimum wages, maximum hours, overtime compensation or other working conditions in effect under any other law of this state on August 28, 1990, which are more favorable to employees than those applicable to employees under sections 290.500 to 290.530 or the regulations issued under sections 290.500 to 290.530, shall not be deemed to be amended, rescinded, or otherwise affected by sections 290.500 to 290.530 but shall continue in full force and effect and may be enforced as provided by law.

10. At any time before trial any person affected by the final determination of the department may intervene in the proceedings to review under chapter 536 and be made a party to the proceedings.

11. Any annual wage order made for a particular occupational title in a locality, that is based on the number of hours worked under a collective bargaining agreement, may be altered once each year, as provided in this subsection. The prevailing wage for each such occupational title may be adjusted on the anniversary date of any collective bargaining agreement which covers all persons in that particular occupational title in the locality in accordance with any annual incremental wage increases set in the collective bargaining agreement. If the prevailing wage for an occupational title is adjusted pursuant to this subsection, the employee's representative or employer in regard to such collective bargaining agreement shall notify the department of this adjustment, including the effective date of the adjustment. The adjusted prevailing wage shall be in effect until the next final annual wage order is issued pursuant to this section. The wage rates for any particular job, contracted and commenced within sixty days of the contract date, which were set as a result of the annual or revised wage order, shall remain in effect for the duration of that particular job.

12. In addition to all other reporting requirements of sections 290.210 to 290.340, each public body which is awarding a contract for a public works project shall, prior to beginning of any work on such public works project, notify the department, on a form prescribed by the department, of the scope of the work to be done, the various types of craftsmen who will be needed on the project, and the date work will commence on the project.

(L. 1993 H.B. 638, A.L. 2013 H.B. 34)

Hourly wage must equal or exceed federal minimum wage.

290.263. The hourly wages to be paid as prescribed in section 290.250 to workmen upon public works shall not be less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(L. 1969 S.B. 142)

Wage rates posted, where.

290.265. A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of this law and such notice shall remain posted during the full time that any such workman shall be employed on the public works.

(L. 1969 S.B. 142)

Declaration as to prevailing wages final--maximum wages and hours not limited.

290.270. The finding of the department ascertaining and declaring the prevailing hourly rate of wages shall be final for the locality, unless reviewed under the provisions of sections 290.210 to 290.340. Nothing in sections 290.210 to 290.340, however, shall be construed to prohibit the payment to any workman employed on any public work of more than the prevailing rate of wages. Nothing in sections 290.210 to 290.340 shall be construed to limit the hours of work which may be performed by any workman in any particular period of time.

(L. 1957 p. 574 § 7, A.L. 1969 S.B. 142)

Administration of oaths--subpoenas--enforcement of subpoenas.

290.280. The authorized representative of the department may administer oaths, take or cause to be taken the depositions of witnesses, and require by subpoena the attendance and testimony of witnesses and the production of all books, records, and other evidence relative to any matter under investigation or hearing. The subpoena shall be signed and issued by the department's authorized representative. In case of failure of any person to comply with any subpoena lawfully issued under this section, or on the refusal of any witness to produce evidence or to testify to any matter regarding which he may be lawfully interrogated, the authorized representative of the department may proceed to enforce obedience to the subpoenas in the manner provided by section 536.077 for administrative agencies. The authorized representative of the department shall have the power to certify to official acts.

(L. 1957 p. 574 § 9, A.L. 1961 p. 438)

Contractor's payroll records, contents--affidavit of compliance required--signs on motor vehicles and equipment, requirements--temporary stationary sign, when--exception.

290.290. 1. The contractor and each subcontractor engaged in any construction of public works shall keep full and accurate records clearly indicating the names, occupations and crafts of every workman employed by them in connection with the public work together with an accurate record of the number of hours worked by each workman and the actual wages paid therefor. The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of the department at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

2. Each contractor and subcontractor shall file with the contracting public body upon completion of the public work and prior to final payment therefor an affidavit stating that he had fully complied with the provisions and requirements of this chapter, and no public body shall be authorized to make final payment until such affidavit is filed therewith in proper form and order.

3. Each contractor and subcontractor engaged in any construction of public works shall have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with such public works project during the

time the contractor or subcontractor is engaged on such project. The sign shall be legible from a distance of twenty feet but the size of the lettering need not be larger than two inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the contractor may place a temporary stationary sign, with the information required pursuant to this subsection, at the main entrance of the construction project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

4. The provisions of subsection 3 of this section shall not apply to construction of public works for which the contract awarded is in the amount of two hundred fifty thousand dollars or less.

(L. 1957 p. 574 § 5, A.L. 1969 S.B. 142, A.L. 1993 H.B. 416 & 417)

Actions for prevailing wages by workman authorized.

290.300. Any workman employed by the contractor or by any subcontractor under the contractor who shall be paid for his services in a sum less than the stipulated rates for work done under the contract, shall have a right of action for double whatever difference there may be between the amount so paid and the rates provided by the contract together with a reasonable attorney's fee to be determined by the court, and an action brought to recover same shall be deemed to be a suit for wages, and any and all judgments entered therein shall have the same force and effect as other judgments for wages.

(L. 1957 p. 574 § 10, A.L. 1969 S.B. 142)

Rebates by workmen prohibited, exception.

290.305. No person, firm or corporation shall violate the wage provisions of any contract contemplated in sections 290.210 to 290.340 or suffer or require any employee to work for less than the rate of wages so fixed, or violate any of the provisions contained in sections 290.210 to 290.340. Where workmen are employed and their rate of wages has been determined as provided in sections 290.210 to 290.340, no person, either for himself or any other person, shall request, demand or receive, either before or after such workman is engaged, that such workman pay back, return, donate, contribute, or give any part or all of said workman's wages, salary, or thing of value, to any person, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such workman from procuring or retaining employment, and no person shall, directly or indirectly, pay, request or authorize any other person to violate this section. This section does not apply to any agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization.

(L. 1969 S.B. 142)

Deductions from wages, agreement to be written, approval of publicbody required.

290.315. All contractors and subcontractors required in sections 290.210 to 290.340 to pay not less than the prevailing rate of wages shall make full payment of such wages in legal tender, without any deduction for food, sleeping accommodations, transportation, use of small tools, or any other thing of any kind or description. This section does not apply where the employer and employee enter into an agreement in writing at the beginning of said term of employment covering deductions for food, sleeping accommodations, or other similar items, provided such agreement is submitted by the employer to the public body awarding the contract and the same is approved by such public body as fair and reasonable.

(L. 1969 S.B. 142)

Advertising for bids before prevailing wage is determined prohibited.

290.320. No public body, officer, official, member, agent or representative authorized to contract for public works shall fail, before advertising for bids or contracting for such construction, to have the department determine the prevailing rates of wages of workmen for each class of work called for by the public works in the locality where the work is to be performed as provided in sections 290.210 to 290.340.

(L. 1969 S.B. 142)

Awarding contract or payment without prevailing wage determination prohibited.

290.325. No public body, officer, official, member, agent or representative thereof authorized to contract for public works shall award a contract for the construction of such improvement or disburse any funds on account of the construction of such public improvement, unless such public body has first had the department determine the prevailing rates of wages of workmen for the class of work called for by such public works in the locality where the work is to be performed and such determination has been made a part of the specifications and contract for such public works.

(L. 1969 S.B. 142)

Convicted violators of sections 290.210 to 290.340 listed, effect of.

290.330. The department after investigation, upon complaint or upon its own initiative, shall file with the secretary of state a list of the contractors and subcontractors who it finds have been prosecuted and convicted for violations of sections 290.210 to 290.340 and such contractor or subcontractor, or simulations thereof, shall be prohibited from contracting directly or indirectly with any public body for the construction of any public works or from performing any work on the same as a contractor or subcontractor for a period of one year from the date of the first conviction for such violation and for a period of three years from the date of each subsequent violation and conviction thereof. No public body shall award a contract for a public works to any contractor or subcontractor, or simulation thereof, during the time that its name appears on said list. The filing of the notice of conviction with the secretary of state shall be notice to all public bodies and their officers, officials, members, agents and representatives.

(L. 1969 S.B. 142)

Notice of violation, failure to comply, attorney general shall sue, injunctive relief authorized.

290.335. If it is found that a public body, contractor or subcontractor has not complied with any of the terms of sections 290.210 to 290.340, the department shall give notice of the precise violation in writing to such public body, contractor or subcontractor. Sufficient time may be allowed for compliance therewith as the department deems necessary. After the expiration of the time prescribed in said notice, the department may in writing inform the attorney general of the fact that such notice has been given and that the public body, contractor or subcontractor or the authorized representative or agent thereof to whom it was directed has not complied with such notice. Upon receipt thereof, the attorney general shall at the earliest possible time bring suit in the name of the state in the circuit court of the county in which such public body is located or where any such contractor or subcontractor is engaged in any public works to enjoin the award of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until the requirements of such notice are fully complied with. The court may issue a temporary restraining order with due notice to the defendant in such action. The plaintiff shall in any such injunctive action post an adequate bond to be set by the circuit judge. Upon final hearing thereof, if the court is satisfied that the requirements of the notice by the department to the defendant were not unreasonable or arbitrary, it shall issue an order enjoining the awarding of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until the notice is fully complied with. Such injunction shall continue operative until the court is satisfied that the requirements of such notice have been complied with and the court shall have and exercise with respect to the enforcement of such injunctions all the power in it in other similar cases. Both the plaintiff and defendant in such action have the same rights of appeal as are provided by law in other injunction proceedings.

(L. 1969 S.B. 142)

Penalty for violation.

290.340. Any officer, official, member, agent or representative of any public body, contractor or subcontractor who willfully violates and omits to comply with any of the provisions and requirements of sections 290.210 to 290.340 shall be punished for each violation thereof by a fine not exceeding five hundred dollars, or by imprisonment not exceeding six months, or by both such fine and imprisonment. Each day such violation or omission continues shall constitute a separate offense as contemplated by this section.

(L. 1969 S.B. 142)

Request for arbitration, when, how made--board to be appointed.

290.350. Whenever a dispute exists concerning wages, hours of labor, or conditions of employment of members of a paid fire department of any county, city, town, fire district, or other governmental unit having a population in excess of twenty thousand or located in a county of the

first class, and a request for arbitration is made by either party to the dispute, a firemen's arbitration board shall be appointed as provided in sections 290.350 to 290.380. Request for arbitration may be made by written petition signed by at least fifty-one percent of the employees of the fire department or by resolution of the county commission, council, board, or other governing body having direction and control over the fire department.

(L. 1963 p. 415 § 1)

Board members--selected, how--officers.

290.360. The board shall consist of five members, four of whom shall be appointed by the chief executive officer of the county, city, town, fire district, or other governmental unit involved, and shall be qualified voters of the county, city, town, fire district, or other governmental unit involved. Two of these appointments shall be made from a list of four or more, submitted by the employees. If the request for arbitration is initiated by petition of the employees, the petition shall be accompanied by a list of four or more persons. If the request for arbitration is initiated by the county commission, council, board or other governing body having direction and control over the fire department, the chief executive officer of the county, city, town, fire district, or other governmental unit shall mail a copy of the resolution, together with a request for the submission of a list of four or more prospective members of the firemen's arbitration board to representatives of the employees of the fire department. The four members appointed by the chief executive officer shall select the fifth member of the board, who may or may not be a registered voter of the county, city, town, fire district, or other governmental unit involved. The board shall meet and organize as soon as possible after its appointment. The board shall select from its membership a chairman and any other officers it considers necessary, and make rules of procedure governing its hearings.

(L. 1963 p. 415 § 2)

Hearing and recommendations of board.

290.370. The board shall conduct hearings, with dispatch, for the purpose of hearing evidence relevant to the subject of the dispute, and shall, as soon as practicable, report its findings and recommendations in writing to the chief executive officer of the county, city, town, fire district, or other governmental unit involved, and to any organization of firemen involved. The report shall be concurred in by at least three members of the board. The recommendation shall be advisory only and shall not be binding upon the county, city, town, fire district, or other governmental unit, or upon the members of the fire department involved.

(L. 1963 p. 415 § 3)

Expenses of board members to be paid.

290.380. Members of the board shall serve without compensation. All necessary expenses of any hearing conducted by the board members, certified to by all the members of the board, shall be paid by the county, city, town, fire district, or other governmental unit involved.

(L. 1963 p. 415 § 4)

Definitions.

290.400. As used in sections 290.400 to 290.450 the following words have the meanings indicated unless the context clearly requires otherwise:

- (1) "Commission", the labor and industrial relations commission of Missouri;
- (2) "Employee", every woman or man in receipt of or entitled to compensation for labor performed for any employer;
- (3) "Employer", every person, firm, corporation, agent, manager, representative, contractor, subcontractor, principal or other person having control or direction of any woman or man employed at any labor, or responsible directly or indirectly for the wages of another;
- (4) "Female", a woman of eighteen years or over;
- (5) "Wage rates" or "wages", any compensation for labor measured by time, piece, or otherwise.

(L. 1963 p. 416 § 1)

Employer not to pay female lower wage.

290.410. Notwithstanding any other provisions of the law, no employer shall pay any female in his employ at wage rates less than the wage rates paid to male employees in the same establishment for the same quantity and quality of the same classification of work, provided that nothing herein shall prohibit a variation of rates of pay for male and female employees engaged in the same classification of work based upon a difference in seniority, length of service, ability, skill, difference in duties or services performed, difference in the shift or time of day worked, hours of work, or restrictions or prohibitions on lifting or moving objects in excess of specified weight, or other reasonable differentiation, or factors other than sex, when exercised in good faith.

(L. 1963 p. 416 § 2)

Female may register complaint.

290.420. Any affected female employee may register with the commission a complaint that the wages paid to her are less than the wages to which she is entitled under sections 290.400 to 290.450.

(L. 1963 p. 416 § 4)

Labor and industrial relations commission to mediate wage disputes.

290.430. The commission shall take all proceedings necessary to mediate the dispute concerning the payment of any sums alleged to be due and unpaid to the female employees. The commission shall have the power to issue such regulations not inconsistent with the purpose and provisions of sections 290.400 to 290.450, as it deems necessary or appropriate for the administration thereof.

(L. 1963 p. 416 § 5, A.L. 1965 p. 95)

Female may recover wages, when--burden of proof.

290.440. 1. Any employer who violates section 290.410 is liable to the female employee affected in the amount of the wages of which the female employee is deprived by reason of the violation.

2. Any female employee receiving less than the wage to which she is entitled under sections 290.400 to 290.450 may recover in a civil action the balance of the wages, together with the costs of suit, notwithstanding any agreement to work for a lesser wage.

3. The burden of proof shall be upon the person bringing the claim to establish that the differentiation in rate of pay is based upon the factor of sex and not upon other differences or factors.

(L. 1963 p. 416 §§ 3, 6, 8)

Actions to be instituted in circuit court--limitations.

290.450. Any action based upon or arising under sections 290.400 to 290.450 shall be instituted in the circuit court within six months after the date of the alleged violation, but in no event shall any employer be liable for any pay due under sections 290.400 to 290.450 for more than thirty days prior to receipt by the employer of written notice of claim thereof from the female employee.

(L. 1963 p. 416 § 7)

Powers and duties of commission.

290.460. The commission shall carry on a continuing program of education, information, study, and community organization concerning the problems of female employees in seeking, obtaining and holding employment without discrimination on account of sex. The commission's power and duties shall include but not be limited to the following:

(1) Promote in cooperation with the federal government, state, local and private agencies and organizations, programs to eliminate discrimination in employment based solely on sex;

(2) Promote research with the view to reducing barriers based solely on sex in the hire, employment and retention of female employees;

(3) Sponsor and correlate in communities of the state, information and educational programs

intended to reduce or abolish discrimination in employment based solely on sex;

(4) Recommend to the governor, from time to time, any specific proposals for legislation as may be deemed necessary and proper for the elimination in employment of discrimination based solely on sex.

(L. 1965 p. 439)

Definitions.

290.500. As used in sections 290.500 to 290.530, the following words and phrases mean:

(1) "Agriculture", farming and all its branches including, but not limited to, the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of any agricultural commodities, the raising of livestock, fish and other marine life, bees, fur-bearing animals or poultry and any practices performed by a farmer or on a farm as an incident to or in conjunction with farming operations, including preparation for market, delivery to storage or to market or to carriers for transportation to market;

(2) "Director", the director of the department of labor and industrial relations or his authorized representative;

(3) "Employee", any individual employed by an employer, except that the term "employee" shall not include:

(a) Any individual employed in a bona fide executive, administrative, or professional capacity;

(b) Any individual engaged in the activities of an educational, charitable, religious, or nonprofit organization where the employer-employee relationship does not, in fact, exist or where the services rendered to the organization are on a voluntary basis;

(c) Any individual standing in loco parentis to foster children in their care;

(d) Any individual employed for less than four months in any year in a resident or day camp for children or youth, or any individual employed by an educational conference center operated by an educational, charitable or not-for-profit organization;

(e) Any individual engaged in the activities of an educational organization where employment by the organization is in lieu of the requirement that the individual pay the cost of tuition, housing or other educational fees of the organization or where earnings of the individual employed by the organization are credited toward the payment of the cost of tuition, housing or other educational fees of the organization;

(f) Any individual employed on or about a private residence on an occasional basis for six hours or less on each occasion;

(g) Any handicapped person employed in a sheltered workshop, certified by the department of elementary and secondary education;

(h) Any person employed on a casual basis to provide baby-sitting services;

(i) Any individual employed by an employer subject to the provisions of part A of subtitle IV of

title 49, United States Code, 49 U.S.C. §§ 10101 et seq.;

(j) Any individual employed on a casual or intermittent basis as a golf caddy, newsboy, or in a similar occupation;

(k) Any individual whose earnings are derived in whole or in part from sales commissions and whose hours and places of employment are not substantially controlled by the employer;

(l) Any individual who is employed in any government position defined in 29 U.S.C. §§ 203(e)(2)(C)(i)-(ii);

(m) Any individual employed by a retail or service business whose annual gross volume sales made or business done is less than five hundred thousand dollars;

(n) Any individual who is an offender, as defined in section 217.010, who is incarcerated in any correctional facility operated by the department of corrections, including offenders who provide labor or services on the grounds of such correctional facility pursuant to section 217.550;

(o) Any individual described by the provisions of section 29 U.S.C. 213(a) (8);

(4) "Employer", any person acting directly or indirectly in the interest of an employer in relation to an employee;

(5) "Learner and apprentice", any individual under 20 years of age who has not completed the required training for a particular job. In no event shall the individual be deemed a learner or apprentice in the occupation after three months of training except where the director finds, after investigation, that for the particular occupation a minimum of proficiency cannot be acquired in three months. In no case shall a person be declared to be a learner or apprentice after six months of training for a particular employer or job. Employees of an amusement or recreation business that meets the criteria set out in 29 U.S.C. § 213(a) (3) may be deemed a learner or apprentice for ninety working days. No individual shall be deemed a learner or apprentice solely for the purpose of evading the provisions of sections 290.500 to 290.530;

(6) "Occupation", any occupation, service, trade, business, industry, or branch or group of industries or employment or class of employment in which individuals are gainfully employed;

(7) "Wage", compensation due to an employee by reason of his employment, payable in legal tender of the United States or checks on banks convertible into cash on demand at full face value;

(8) "Person", any individual, partnership, association, corporation, business, business trust, legal representative, or any organized group of persons;

(9) "Man-day", any day during which an employee performs any agricultural labor for not less than one hour.

(L. 1990 H.B. 1881 § 1, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Minimum wage rate—increase or decrease, when.

(L. 1990 H.B. 1881 § 13, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Law not to interfere with collective bargaining rights.

290.530. Nothing in sections 290.500 to 290.530 shall be deemed to interfere with, impede, or in any way diminish the right of employees to bargain collectively with their employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum under the provisions of sections 290.500 to 290.530.

(L. 1990 H.B. 1881 § 14, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Definitions.

290.550. As used in sections 290.550 to 290.580, the following terms mean:

(1) "Laborers from nonrestrictive states", persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the labor and industrial relations commission;

(2) "Missouri laborer", any person who has resided in Missouri for at least thirty days and intends to become or remain a Missouri resident;

(3) "A period of excessive unemployment", any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures;

(4) "Public works", projects defined as public works pursuant to section 290.210.

(L. 1993 H.B. 416 & 417 § 1)

Law to apply to certain projects.

290.555. Sections 290.550 to 290.580 apply to all labor on public works projects or improvements, whether skilled, semiskilled or unskilled, and whether manual or nonmanual except work done directly by any public utility company and not let to contract.

(L. 1993 H.B. 416 & 417 § 2)

Certain laborers to be used on public works projects, when--contractprovisions-- exceptions.

290.560. Whenever there is a period of excessive unemployment in this state, every person who is charged with the duty, either by law or contract, of constructing or building any public works project or improvement for the state or any political subdivision, municipal corporation or other

governmental unit thereof shall employ only Missouri laborers and laborers from nonrestrictive states on such project or improvement, and every contract let by any such person shall contain a provision requiring that such labor be used, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.

(L. 1993 H.B. 416 & 417 § 3)

Law not to apply to certain personnel.

290.565. The provisions of sections 290.550 to 290.580 shall not apply to regularly employed nonresident executive, supervisory or technical personnel.

(L. 1993 H.B. 416 & 417 § 4)

Federal projects, statutes not enforced, when.

290.570. In all contracts involving the expenditure of federal aid funds, sections 290.550 to 290.580 shall not be enforced in such manner as to conflict with any federal statutes or rules and regulations.

(L. 1993 H.B. 416 & 417 § 5)

Penalties for failure to use certain laborers, when.

290.575. Any person who knowingly fails to use Missouri laborers or laborers from nonrestrictive states as required in section 290.560 shall be guilty of an infraction. Each separate case of failure to use Missouri laborers or laborers from nonrestrictive states on such public works projects or improvements shall constitute a separate offense.

(L. 1993 H.B. 416 & 417 § 6)

Department to enforce law--injunctive relief, when.

290.580. Sections 290.550 to 290.580 shall be enforced by the department of labor and industrial relations, which, as represented by the attorney general, is empowered to sue for injunctive relief against the awarding of any contract or the continuation of any work under any contract for public works or improvements at a time when the provisions of sections 290.550 to 290.580 are not being met.

(L. 1993 H.B. 416 & 417 § 7)

Top



Missouri General Assembly

Copyright © Missouri Legislature, all rights reserved.

SECTION SC-00 74 42
MISSOURI ANNUAL WAGE ORDER

MISSOURI DIVISION OF LABOR STANDARDS
WAGE AND HOUR SECTION

AWO NO. 22
SECTION 019 - CASS COUNTY, MISSOURI
Dated 01-22-2016

As of 01/14/2016

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 019
CASS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2015

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/15		\$36.44	52	53	\$24.58
Boilemaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$34.06	58	39	\$18.07
Carpenter	6/15		\$36.55	63	68	\$15.55
Cement Mason			\$31.24	65	4	\$17.79
Communication Technician			\$33.65	47	72	\$16.26 + 10%
Electrician (Inside Wireman)	1/16		\$36.69	13	72	\$16.95 + 10%
Electrician (Outside-Line Construction\Lineman)	10/15		\$41.52	125	65	\$5.00 + 34.5%
Lineman Operator	10/15		\$38.37	125	65	\$5.00 + 34.5%
Groundman	10/15		\$26.76	125	65	\$5.00 + 34.5%
Elevator Constructor	6/15	a	\$43.620	26	54	\$29.956
Glazier	10/15		\$33.12	88	32	\$16.68
Ironworker	6/15		\$31.25	50	4	\$27.90
Laborer (Building):						
General	6/15		\$26.70	30	4	\$15.15
First Semi-Skilled	6/15		\$27.10	30	4	\$15.15
Second Semi-Skilled	6/15		\$27.50	30	4	\$15.15
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$34.32	46	67	\$15.55
Marble Mason			\$33.76	25	4	\$14.66
Marble Finisher	10/15		\$24.11	25	4	\$8.85
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/15		\$37.85	85	4	\$15.56
Group II	6/15		\$37.04	85	4	\$15.56
Group III	6/15		\$31.49	85	4	\$15.56
Group III-A	6/15		\$35.70	85	4	\$15.56
Group IV						
Group V	6/15		\$33.09	85	4	\$15.56
Painter	10/15		\$27.71	37	4	\$15.84
Pile Driver			USE CARPENTER RATE			
Pipe Fitter	8/15		\$43.08	2	33	\$19.57
Plasterer			\$31.18	68	4	\$15.57
Plumber	6/15		\$41.64	45	33	\$20.34
Roofer \ Waterproofer	6/15		\$32.55	95	2	\$16.24
Sheet Metal Worker	1/16		\$39.50	17	22	\$20.51
Sprinkler Fitter - Fire Protection	8/15		\$35.04	14	4	\$18.97
Terrazzo Worker			\$33.76	25	4	\$14.66
Terrazzo Finisher	10/15		\$24.11	25	4	\$8.85
Tile Setter			\$33.76	25	4	\$14.66
Tile Finisher	10/15		\$24.11	25	4	\$8.85
Traffic Control Service Driver			\$15.35	48	49	\$2.71
Truck Driver-Teamster						
Group I			\$30.09	100	4	\$10.90
Group II			\$30.09	100	4	\$10.90
Group III			\$30.29	100	4	\$10.90
Group IV			\$30.29	100	4	\$10.90

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

**REPLACEMENT PAGE
CASS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

NO. 14: Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). Four (4) days at ten (10) hours a day may be worked at straight time. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

**REPLACEMENT PAGE
CASS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 30: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

**REPLACEMENT PAGE
CASS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 45: Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents (\$0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents (\$0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

NO 47: Means a regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday or Tuesday through Saturday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. The Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

**REPLACEMENT PAGE
CASS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

**REPLACEMENT PAGE
CASS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 58: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

NO. 63: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

**REPLACEMENT PAGE
CASS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 68: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

NO. 88: Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

NO. 95: Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

**REPLACEMENT PAGE
CASS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 100: Means eight (8) hours shall constitute a day's work, and five (5) continuous eight-hour days shall constitute a week's work, Monday through Friday. Time and one-half (1½) the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week. Starting time shall be between 6:00 a.m. and 9:00 a.m. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half (1½) and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 p.m., whichever comes first, shall be paid at the time and one-half (1½) rate. An Employer, at his option, may elect to work four (4) ten (10) hour days, Monday through Thursday, at straight time. All such work must be done at least one week in duration. All work over ten (10) hours in one day or forty (40) hours in a week shall be at the overtime rate. Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted to work on Saturday (Friday if working 4-10's) as a make-up day at the straight time rate of pay. When an employee is required to work on any recognized holiday they shall receive the double (2) time rate for all time that they are required to perform work. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double (2) time on single shift.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

CASS COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 32: All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

NO. 39: No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**CASS COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 67: All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

NO. 68: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 72: All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$36.55	1	17	\$15.55
Cement Mason		\$30.57	3	2	\$15.80
Electrician (Outside-Line Construction\Lineman)	10/15	\$41.52	18	24	\$5.00 + 34.5%
Lineman Operator	10/15	\$38.37	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer	10/15	\$21.64	31	30	\$5.00 + 27.5%
Groundman	10/15	\$26.76	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer	10/15	\$17.50	31	30	\$5.00 + 27.5%
Laborer					
General Laborer	6/15	\$28.54	3	2	\$14.57
Skilled Laborer	6/15	\$29.75	3	2	\$14.57
Millwright	6/15	\$36.55	1	17	\$15.55
Operating Engineer					
Group I	6/15	\$35.23	3	2	\$15.53
Group II	6/15	\$34.19	3	2	\$15.53
Group III	6/15	\$34.19	3	2	\$15.53
Group IV	6/15	\$29.72	3	2	\$15.53
Oiler-Driver	6/15	\$33.07	3	2	\$15.53
Pile Driver	6/15	\$36.55	1	17	\$15.55
Traffic Control Service Driver		\$15.35	27	26	\$2.71
Truck Driver-Teamster					
Group I	1/16	\$30.49	3	2	\$14.05
Group II	1/16	\$30.49	3	2	\$14.05
Group III	1/16	\$30.49	3	2	\$14.05
Group IV	1/16	\$30.49	3	2	\$14.05

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**CASS COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 1: Means (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 3: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for work performed on Sundays or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or Holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

NO. 27: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**CASS COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 2: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 17: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 26: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

SECTION SC-00 75 19
AFFIDAVIT COMPLIANCE WITH THE MISSOURI PREVAILING WAGE LAW

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW



**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
City of Raymore, Missouri
have been fully satisfied with regard to this company's work on Foxwood Water Tower Rehabilitation;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; (8) when in effect, the requirements of §§ 290.550 through 290.580, RSMo, pertaining to excessive unemployment were fully satisfied; and (9) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the _____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this _____ day of _____, _____.

My commission expires _____, _____.

Notary Public

Receipt by Authorized Public Representative



DIVISION 01

GENERAL REQUIREMENTS



SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Project name is "City of Raymore, Missouri; Foxwood Water Tower Rehabilitation."
- B. Work is as shown on Construction Documents prepared HDR Engineering, Inc., Lee's Summit, Missouri.

1.2 WORK TO BE PERFORMED

- A. Base Bid:
 - 1. Mobilize equipment and materials to the project site.
 - 2. Tighten all water tower wind rods, in accordance with AWWA D-100.
 - 3. Interior Wet Bowl Ladder:
 - a. Remove top 4 rungs and replace with new welded rungs.
 - b. Replace up to 3 other rungs or brackets as directed by Owner.
 - c. Incorporate non-skid coating additive on rungs when they are repainted.
 - 4. Add handrail around the hatches on top of the water tower.
 - 5. Add handrail inside the water tower at the bottom of the bowl at the top of the wet riser.
 - 6. Surface preparation, of water tower exterior: remove all antennae, antenna cables, antenna and cable supports, and prepare the surface for painting per Section 09 97 14.
 - 7. Surface preparation, of water tower interior: prepare the surface for painting per Section 09 97 14.
 - 8. Painting, of water tower exterior: Paint all exterior surfaces as described in Section 09 97 14.
 - 9. Painting, of water tower interior: Paint all interior surfaces as described in Section 09 97 14.
 - 10. Fall Prevention Systems:
 - a. Remove existing fall prevention systems on all interior and exterior ladders.
 - b. Add new fall prevention systems to all interior and exterior ladders.
 - 11. Allowance for new City SCADA equipment and equipment start-up which Contractor shall coordinate.
 - 12. Relocate City SCADA antenna from steel support at NE side of tower to same support height at East side of tower.
 - a. Antenna and SCADA system shall be removed from service during water tower repainting.
 - b. Install new SCADA equipment inside former cell phone building.
 - c. Install new coaxial cable of minimum same size as existing and length necessary to extend from SCADA equipment.

- d. Attach coaxial cable to wire/conduit supports on NE tower leg. Utilize suitable external mechanical cable clamps which are rated per NEC for use with coaxial cable and installed per manufacturer's recommendations.
 - e. Mount antenna securely on steel support with antenna mounting bracket.
13. Remove all existing antennas, cables, antenna and cable supports, and electrical control panels mounted to the exterior of the tank prior to surface preparation and painting week. Reinstall all of the above once exterior painting work is complete, at the same location from where it was removed.
14. Site Restoration: Restore disturbed areas, including grading and seeding

1.3 WORK BY OWNER

- A. The Owner has not scheduled other construction activities for the duration of this Project.

1.4 OWNER OCCUPANCY

- A. Owner's personnel will continue to operate and maintain the existing facilities throughout the Project work.
 - 1. Contractor shall not operate water valves, hydrants, sample taps, or other appurtenances without Owner's approval.
- B. Contractor shall coordinate his activities with the Owner and his representative in such a manner as to assure minimum interference.

1.5 OWNER-FURNISHED EQUIPMENT

- A. The Owner has included an allowance for SCADA equipment and start-up services. The Contractor is responsible for installation of the equipment and coordination of start-up services.

1.6 SALVAGED MATERIALS

- A. Not Applicable.

1.7 PROJECT UTILITY SOURCES

- A. Water – Owner.

1.8 OWNER'S SALES TAX EXEMPTION NUMBER

- A. Will be provided.

1.9 UTILITY NOTIFICATION AND COORDINATION

- A. Coordinate the Work with various utilities within Project limits.
- B. Notify applicable utilities prior to commencing Work, if damage occurs, or if conflicts or emergencies arise during Work.

1.10 FACILITY OPERATIONS

- A. Continuous operation of Owner's water mains and meeting all permit requirements at all times are of critical importance:

1. Schedule and conduct activities to enable existing water mains to operate continuously, unless otherwise specified.
 2. Water tower exterior surface preparation work may be performed while water tower remains in service provided that vents and screens are protected during work.
 3. Exterior painting of tank legs, other than center column, may be done while water tower is in service.
 4. Water tower may be taken out of service from September 16, 2016, to November 8, 2016 or February 27, 2016, to May 2, 2016, in order to paint exterior bowl and center column, as well as to perform interior surface preparation and painting work.
- B. Do not, under any circumstances, close lines, open or close valves, or take other action which would affect the operation of existing water mains and water tower, except as specifically required by the Contract Documents and after authorization by Engineer. Such authorization will be considered within 48 HRS after receipt of Contractor's written request.
- C. Do not proceed with Work affecting a facility's operation without obtaining Engineer's advance approval of the need for and duration of such Work.

1.11 ADJACENT FACILITIES AND PROPERTIES

- A. Examination:
1. After Effective Date of the Agreement and before Work at site is started, Contractor, Owner, and affected property owners and utility owners shall make a thorough examination of pre-existing conditions including existing buildings, structures, and other improvements in vicinity of Work, as applicable, which could be damaged by construction operations:
 - a. Pictures will be taken to document existing conditions.
 - b. Areas outside the vicinity of Work, such as access roads shall be inspected and photographed by the Contractor for record.
 - c. Any damages to these areas will be the responsibility of the Contractor.
 2. Periodic reexamination shall be jointly performed to include, but not limited to, cracks in structures, settlement, leakage, and similar conditions.
- B. Documentation:
1. Record and submit documentation of observations made on examination inspections in accordance with paragraph CONSTRUCTION PHOTOGRAPHS.
 2. Upon receipt, Engineer will review, sign, and return one record copy of documentation to Contractor to be kept on file in field office.
 3. Such documentation shall be used as indisputable evidence in ascertaining whether and to what extent damage occurred as a result of Contractor's operations, and is for the protection of adjacent property owners, Contractor, and Owner.

1.12 CONSTRUCTION PHOTOGRAPHS

- A. Photographically document the pre-construction conditions of the Project Site.

- B. Photography shall be by a photographer experienced in shooting interior/exterior construction photos, in daylight and nighttime conditions, and in good and inclement weather.
- C. Film handling and development shall be done by a commercial laboratory.
- D. Engineer shall have the right to select the subject matter and vantage point from which photographs are to be taken.
- E. Pre-construction:
 - 1. After Effective Date of the Agreement and before Work at site is started take sufficient exposures of construction site and property adjacent to perimeter of construction site.
 - 2. Particular emphasis shall be directed to structures both inside and outside the site.
 - 3. Format: 35 mm or digital.
- F. Color Prints:
 - 1. Minimum Size: 3-IN by 5-IN.
 - 2. Finish: Glossy.
 - 3. Label Each Print:
 - a. Project Name.
 - b. Date and time photo was taken.
 - c. Photographer's name.
 - d. Caption (maximum 30 characters).
 - e. Location and area designation.
 - f. Schedule activity number, as appropriate.
 - 4. Assemble in bound albums in clear plastic sleeves that facilitate viewing.
 - 5. Assemble negatives or image data files in their corresponding album in clear plastic sleeves made for the purpose.

PART 2 - PRODUCTS – NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

3.1 SALVAGE OF MATERIALS – NOT APPLICABLE

3.2 CUTTING, FITTING, AND PATCHING

- A. Obtain prior written authorization of Engineer before commencing Work to cut or otherwise alter:
 - 1. Structural or reinforcing steel, structural column or beam, elevated slab, trusses, or other structural member.
 - 2. Weather, or moisture resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Work of others.
- B. Refinish surfaces to provide an even finish:
 - 1. Refinish continuous surfaces to nearest intersection.

2. Refinish entire assemblies.
 3. Finish restored surfaces to such planes, shapes, and textures that no transition between existing work and Work is evident in finished surfaces.
- C. Restore existing work, Underground Facilities, and surfaces that are to remain in completed Work including concrete-embedded piping, conduit, and other utilities as specified and as shown.
 - D. Make restorations with new materials and appropriate methods as specified for new Work of similar nature; if not specified, use recommended practice of manufacturer or appropriate trade association.
 - E. Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces and fill voids.
 - F. Remove specimens of installed Work for testing when requested by Engineer.

END OF SECTION

SECTION 01 22 14
MEASUREMENT FOR PAYMENT/UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Related Sections include but are not necessarily limited to:
1. City of Raymore, Missouri, Contract for Services.
 2. Division 01 - General Requirements.

1.2 QUANTITIES AND UNIT PRICES

- A. The quantities as given in the Bid Form are not guaranteed to be the exact or total quantities required for the completion of the Work shown on the drawings and described in the Specifications:
1. Increases or decreases may be made over or under the Bid Form estimated quantities to provide for needs that are determined by the Owner during the process of the Work.
 2. Contract unit prices shall apply to such increased or decreased quantities.
 3. The Bidder is warned against unbalancing his bid, since the unit prices will apply to deductions as well as additions.
 4. The Owner has the privilege of omitting or adding to the quantity of any unit items in the Bid Form.
- B. The Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise, on account of any difference between the amounts of Work actually performed and materials actually furnished and the estimated amounts thereof. The Owner will not pay for or be responsible for unused materials which may have been ordered by the Contractor in accordance with the estimated quantities listed in the Bid Form.
- C. It is the intent of the Contract Documents that all costs in connection with the Work, including furnishing of all materials, equipment, supplies and appurtenances; providing all construction plant, equipment, and tools; and performing of all necessary labor to fully complete the Work, shall be included in the unit and lump sum prices named in the Bid Form:
1. No item of 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 Form.
 2. All Work not specifically set forth in the Bid Form as a pay item shall be considered a subsidiary obligation of the Contract, and all cost in connection therewith shall be included in the process named in the Bid Form.
- D. Even though the details for measurement and payment of a particular item are outlined in the following articles, if said item does not appear in the Bid Form, or if said item is a part of another item listed in the Bid Form, it will not be measured for payment.

- E. Whenever in the Bid Form there is a discrepancy between unit prices and extensions or totals, the unit prices will govern, and the extensions or totals will be corrected accordingly.
- F. Items for payment will be measured in accordance with the stipulations of these specifications and as further shown on the Drawings. Pay limits given are maximum, and where actual quantities of work items are less than as computed by said pay limits, the Contractor will be paid only for the actual quantities.
- G. Payment will be made as the sum of the following:
 - 1. Final authorized quantity of each item in the Bid Form multiplied by the contract unit price therefore.
 - 2. Lump sum payment for each item so listed in the Bid Form, at the contract lump sum price therefore.
 - 3. Any special payment or adjustment, plus or minus, as provided for in the General Terms and Conditions.

1.3 PAY ITEMS

- A. Base Bid Items 1 through 15:
 - 1. Measurement for payment for Base Bid Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 shall be based on an Lump Sump for each item and will be paid on an agreed upon percent complete for each item therein.
- B. Incidental Items:
 - 1. Demobilization, accessing the site, protection of private and public property, etc., all work of the nature above enumerated items as specified herein will not be measured directly for payment.
 - 2. This work shall be considered incidental to tank surface preparation, tank painting and general construction, and the cost of such work shall be included in the prices bid for the same.

PART 2 - PRODUCTS – (NOT APPLICABLE TO THIS SECTION)

PART 3 - EXECUTION – (NOT APPLICABLE TO THIS SECTION)

END OF SECTION

SECTION 01 25 13
PRODUCT SUBSTITUTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. The procedure for requesting the approval of substitution of a product that is not equivalent to a product which is specified by descriptive or performance criteria or defined by reference to one or more of the following:
 - a. Name of manufacturer.
 - b. Name of vendor.
 - c. Trade name.
 - d. Catalog number.
 2. Substitutions are not "or-equals".
- B. Related Sections include but are not necessarily limited to:
1. City of Raymore, Missouri, Contract for Services.
 2. Division 01 - General Requirements.
- C. Request for Substitution - General:
1. Base all bids on materials, equipment, and procedures specified.
 2. Certain types of equipment and kinds of material are described in specifications by means of references to names of manufacturers and vendors, trade names, or catalog numbers. When this method of specifying is used, it is not intended to exclude from consideration other products bearing other manufacturer's or vendor's names, trade names, or catalog numbers, provided said products are "or-equals," as determined by Owner.
 3. Other types of equipment and kinds of material may be acceptable substitutions under the following conditions:
 - a. Or-equals are unavailable due to strike, discontinued production of products meeting specified requirements, or other factors beyond control of Contractor; or,
 - b. Contractor proposes a cost and/or time reduction incentive to the Owner.

1.2 QUALITY ASSURANCE

- A. In making request for substitution or in using an approved product, Contractor represents Contractor:
1. Has investigated proposed product, and has determined that it is adequate or superior in all respects to that specified, and that it will perform function for which it is intended.
 2. Will provide same guarantee for substitute item as for product specified.
 3. Will coordinate installation of accepted substitution into Work, to include building modifications if necessary, making such changes as may be required for Work to be complete in all respects.

4. Waives all claims for additional costs related to substitution which subsequently arise.

1.3 DEFINITIONS

- A. Product: Manufactured material or equipment.

1.4 PROCEDURE FOR REQUESTING SUBSTITUTION

- A. Substitution shall be considered only:
 1. After award of Contract.
 2. Under the conditions stated herein.
- B. Written request through Contractor only.
- C. Transmittal Mechanics:
 1. Follow the transmittal mechanics prescribed for Shop Drawings in Section 01 33 00:
 - a. Product substitution will be treated in a manner similar to "deviations," as described in Section 01 33 00.
 - b. List the letter describing the deviation and justifications on the transmittal form in the space provided under the column with the heading DESCRIPTION. Include in the transmittal letter, either directly or as a clearly marked attachment, the items listed in Paragraph D below.
- D. Transmittal Contents:
 1. Product identification:
 - a. Manufacturer's name.
 - b. Telephone number and representative contact name.
 - c. Section or Drawing reference of originally specified product, including discrete name or tag number assigned to original product in the Contract Documents.
 2. Manufacturer's literature clearly marked to show compliance of proposed product with Contract Documents.
 3. Itemized comparison of original and proposed product addressing product characteristics including but not necessarily limited to:
 - a. Size.
 - b. Composition or materials of construction.
 - c. Weight.
 - d. Electrical or mechanical requirements.
 4. Product experience:
 - a. Location of past projects utilizing product.
 - b. Name and telephone number of persons associated with referenced projects knowledgeable concerning proposed product.
 - c. Available field data and reports associated with proposed product.
 5. Data relating to changes in construction schedule.
 6. Data relating to changes in cost.
 7. Samples:
 - a. At request of Owner.
 - b. Full size if requested by Owner.

- c. Held until substantial completion.
- d. Owner not responsible for loss or damage to samples.

1.5 APPROVAL OR REJECTION

- A. Written approval or rejection of substitution given by the Owner.
- B. Owner reserves the right to require proposed product to comply with color and pattern of specified product if necessary to secure design intent.
- C. In the event the substitution is approved, the resulting cost and/or time reduction will be documented by Change Order in accordance with the General Terms and Conditions.
- D. Substitution will be rejected if:
 - 1. Submittal is not through the Contractor with his stamp of approval.
 - 2. Request is not made in accordance with this Section.
 - 3. In the Owner's opinion, acceptance will require substantial revision of the original design.
 - 4. In the Owner's opinion, substitution will not perform adequately the function consistent with the design intent.
- E. Contractor shall reimburse Owner for the cost of Owner's evaluation whether or not substitution is approved.

PART 2 - PRODUCTS - (NOT APPLICABLE TO THIS SECTION)

PART 3 - EXECUTION - (NOT APPLICABLE TO THIS SECTION)

END OF SECTION

SECTION 01 30 10
ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Minimum administrative and supervisory requirements necessary for coordination of work on the project include but are not necessarily limited to the following:
 - 1. Coordination and meetings.
 - 2. Administrative and supervisory personnel.
 - 3. Surveys and records or reports.
 - 4. Limitations for use of site.
 - 5. Special reports.
 - 6. General installation provisions.
 - 7. Cleaning and protection.
 - 8. Conservation and salvage.
- B. Related Sections include but are not necessarily limited to:
 - 1. City of Raymore, Missouri, Contract for Services.
 - 2. Division 01 - General Requirements.

1.2 COORDINATION AND MEETINGS

- A. General:
 - 1. Prepare a written memorandum on required coordination activities.
 - 2. Include such items as required notices, reports and attendance at meetings.
 - 3. Distribute this memorandum to each entity performing work at the Project Site.
- B. Submittals: see Section 01 33 00.
- C. Coordination Meetings:
 - 1. Attend the Pre-Construction Meeting scheduled with City after Contract For Services has been executed by the City.
 - 2. Hold general project coordination meetings every 2 weeks at regularly scheduled times convenient for all parties involved.
 - 3. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings, Progress Schedule status review meetings, and special pre-installation meetings.
 - 4. Request representation at each meeting by every party currently involved in coordination or planning for the work of the entire project.
 - 5. Conduct meetings in a manner which will resolve coordination problems.
 - 6. Record results of the meeting and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.3 ADMINISTRATIVE/SUPERVISORY PERSONNEL

- A. General: In addition to a General Superintendent and other administrative and supervisory personnel required for performance of the work, provide specific coordinating personnel as specified herein.
- B. Project Coordinator:
 - 1. Provide a Project Coordinator experienced in administration and supervision of the type of work contemplated herein.
 - 2. This Project Coordinator is hereby authorized to act as general coordinator of interfaces between units of work.
 - 3. For the purpose of this provision, "interface" is defined to include scheduling and sequencing of work, sharing of access to work spaces, installations, protection of each other's work, cutting and patching, tolerances, cleaning, selections for compatibility, preparation of coordination drawings, inspections, tests, and temporary facilities and services.
- C. Submittal of Staff Names, Duties: Prior to the Pre-construction meeting submit a listing of Contractor's principal staff assignments and consultants, naming persons and listing their addresses and telephone numbers.

1.4 LIMITATIONS ON USE OF THE SITE

- A. General:
 - 1. Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents.
 - 2. In addition to these limitations and requirements, administer allocation of available space equitably among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project.
 - 3. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

1.5 SPECIAL REPORTS

- A. General:
 - 1. Submit special reports directly to the Owner within one day of an occurrence.
 - 2. Submit a copy of the report to the Engineer and other entities that are affected by the occurrence.
- B. Reporting Unusual Events:
 - 1. When an event of an unusual and significant nature occurs at the site, prepare and submit a special report.
 - 2. List chain of events, persons participating, response by Contractor's personnel, an evaluation of the results or effect and similar pertinent information.
 - 3. Advise the Owner in advance when such events are known or predictable.
- C. Reporting Accidents:
 - 1. Prepare and submit reports of significant accidents, at site and anywhere else work is in progress.

2. Record and document data and actions.
3. For this purpose, a significant accident is defined to include events where personal injury is sustained or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

PART 2 - PRODUCTS – NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

A. Pre-Installation Conferences:

1. Hold a pre-installation meeting at the Project Site well before installation of each major process or piece of equipment which requires coordination with other work.
2. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that unit of work, and with its coordination or integration with other work that has preceded or will follow, shall attend this meeting.
3. Advise Engineer of scheduled meeting dates.
 - a. At each meeting review progress of other work and preparations for the particular work under consideration including specific requirements for the following:
 - 1) Contract documents.
 - 2) Related change orders.
 - 3) Deliveries.
 - 4) Shop drawings, product data and quality control samples.
 - 5) Possible conflicts and compatibility problems.
 - 6) Time schedules.
 - 7) Weather limitations.
 - 8) Manufacturer's recommendations.
 - 9) Compatibility of materials.
 - 10) Temporary facilities.
 - 11) Space and access limitations.
 - 12) Governing regulations.
 - 13) Safety.
 - 14) Inspection and testing requirements.
 - 15) Required performance results.
 - 16) Recording requirements.
 - 17) Protection
4. Record significant discussions of each conference, and record agreements and disagreements along with the final plan of action. Distribute the record of meeting promptly to everyone concerned, including the Owner and Engineer.

5. Do not proceed with the work if the pre-installation conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the work and reconvene pre-installation conference at the earliest feasible date.
- B. Installer's Inspection of Conditions: Require Installer of each major unit of work to inspect the site to receive work and conditions under which the work is to be performed..
 - C. Manufacturer's Instructions: Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the contract documents.
 - D. Inspect each item of materials or equipment immediately prior to installation: Reject damaged and defective items.
 - E. Provide attachment and connection devices and methods for securing work:
 1. Secure work true to line and level, and within recognized industry tolerances.
 2. Allow expansion and building movement.
 3. Provide uniform joint width in exposed work.
 4. Arrange joints in exposed work to obtain the best visual effect.
 5. Refer questionable visual-effect choices to the Engineer for final decision.
 - F. Recheck measurements and dimensions of the work as an integral step of starting each installation.
 - G. Install each unit of work during weather conditions and project status which will ensure the best possible results in coordination with the entire work: Isolate each unit of work from incompatible work as necessary to prevent deterioration.
 - H. Coordinate enclosure of the work with required inspections and tests so as to minimize the necessity of uncovering work for that purpose.
 - I. Mounting Heights:
 1. Where mounting heights are not indicated, mount individual units of work at industry recognized standard mounting heights for the particular application indicated.
 2. Refer questionable mounting height choices to the Engineer for final decision.

3.2 CLEANING AND PROTECTION

- A. General:
 1. During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance.
 2. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of substantial completion:
 - a. Clean and perform maintenance on installed work as frequently as necessary through the remainder of the construction period.

- b. Adjust and lubricate operable components to ensure operability without damaging effects.

B. Limiting Exposures of Work:

- 1. To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period.
- 2. Such exposures include, where applicable, but not by way of limitation, the following:
 - a. Excessive static or dynamic loading.
 - b. Excessive internal or external pressures.
 - c. Excessively high or low temperatures.
 - d. Thermal shock.
 - e. Excessively high or low humidity.
 - f. Air contamination or pollution.
 - g. Water or ice.
 - h. Solvents.
 - i. Chemicals.
 - j. Light.
 - k. Radiation.
 - l. Puncture.
 - m. Abrasion.
 - n. Heavy traffic.
 - o. Soiling.
 - p. Bacteria.
 - q. Insect infestation.
 - r. Combustion.
 - s. Electrical current.
 - t. High speed operation, improper lubrication, unusual wear or other misuse.
 - u. Incompatible interface.
 - v. Destructive testing.
 - w. Misalignment.
 - x. Excessive weathering.
 - y. Unprotected storage.
 - z. Improper shipping or handling.
 - aa. Theft.
 - bb. Vandalism.

3.3 CONSERVATION AND SALVAGE

A. General:

- 1. It is a requirement for supervision and administration of the work that construction operations be carried out with the maximum possible consideration given to conservation of energy, water and materials.

2. In addition, maximum considerations shall be given to salvaging materials and equipment involved in performance of the work but not incorporated therein.
3. Refer to other sections for required disposition of salvage materials which are the Owner's property.

END OF SECTION

SECTION 01 33 00
SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Mechanics and administration of the submittal process for:
 - a. Shop Drawings.
 - b. Samples.
 - c. Informational submittals.
 - 2. General content requirements for Shop Drawings.
- B. Related Sections include but are not necessarily limited to:
 - 1. City of Raymore, Missouri, Contract for Services.
 - 2. Division 01 - General Requirements.
 - 3. Technical Specification Sections identifying required submittals.

1.2 DEFINITIONS

- A. Shop Drawings:
 - 1. Product data and samples are Shop Drawing information.
- B. Informational Submittals:
 - 1. Submittals other than Shop Drawings and samples required by the Contract Documents that do not require review and/or approval by the Engineer.
 - 2. Representative types of informational submittal items include but are not limited to:
 - a. HVAC test and balance reports.
 - b. Installed equipment and systems performance test reports.
 - c. Manufacturer's installation certification letters.
 - d. Instrumentation and control commissioning reports.
 - e. Warranties.
 - f. Service agreements.
 - g. Construction photographs.
 - h. Survey data.
 - i. Health and safety plans.
 - j. Work plans.
 - k. Delegated designs per performance specification requirements
 - 3. For-Information-Only submittals upon which the Engineer is not expected to conduct review or take responsive action may be so identified in the Contract Documents.

1.3 SUBMITTAL SCHEDULE

- A. Schedule of Shop Drawings:
 - 1. Submitted and approved within 15 days of receipt of Notice to Proceed.
 - 2. Account for multiple transmittals under any Specification Section where partial submittals will be transmitted, e.g. rebar shop drawings.

3. Submittal and approval prior to 50 percent completion.
- B. Informational Submittals: Reports and installation certifications submitted within 5 working days of conducting testing or examination.
- C. The submittal schedule shall include the following columns as a minimum:

Submittal Section	Submittal Description	Planned Submittal Date	Submittal Need Date	Actual Submittal Date	Actual Return Date	Disposition

1.4 PREPARATION OF SUBMITTALS

- A. Legibility:
1. All submittals and all pages of all copies of a submittal shall be completely legible.
 2. Submittals which, in the Engineer's sole opinion, are illegible will be returned without review.
- B. Shop Drawings, Product Data, and Samples:
1. Scope of any submittal and letter of transmittal:
 - a. Limited to 1 Specification Section.
 - b. Do not submit under any Specification Section entitled (in part) "Basic Requirements" unless the product or material submitted is specified, in total, in a "Basic Requirements" Specification Section.
 2. Numbering letter of transmittal: Use the Specification Section number followed by a series number ("-xx" and beginning with "01"); increase the series number sequentially with each additional transmittal for that Specification Section.
 3. Describing transmittal contents:
 - a. Provide listing of each component or item in submittal capable of receiving an independent review action.
 - b. Identify for each item:
 - 1) Manufacturer and Manufacturer's Drawing or data number.
 - 2) Contract Document tag number(s).
 - 3) Unique page numbers for each page of each separate item.
 - c. When submitting "or-equal" items that are not the products of named manufacturers, include the words "or-equal" in the item description.
 4. Contractor certification of review and approval:
 - a. Contractor's review and approval certification stamp shall be applied either to the letter of transmittal or a separate sheet preceding each independent item in the submittal.
 - 1) Stamp may be either a wet ink stamp or electronically embedded.
 - 2) Clearly identify the person who reviewed the submittal and the date it was reviewed.

- 3) Shop Drawing submittal stamp shall read "(Contractor's Name) has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval as meeting the Contract Document requirements."
5. Resubmittals:
 - a. Number with original Specification Section and series number with a suffix letter starting with "A" on a (new) duplicate transmittal form.
 - b. Do not increase the scope of any prior transmittal.
 - c. Provide cover letter indicating how each "B", "C", or "D" Action from previous submittal was addressed and where the correction is found in the resubmittal.
 - d. Account for all components of prior transmittal.
 - 1) If items in prior transmittal received "A" or "B" Action code, list them and indicate "A" or "B" as appropriate. Do not include submittal information for items listed with prior "A" or "B" Action in resubmittal.
 - 2) Indicate "Outstanding-To Be Resubmitted At a Later Date" for any prior "C" or "D" Action item not included in resubmittal. Obtain Engineer's approval to exclude items.
6. For 8-1/2 x 11 IN, 8-1/2 x 14 IN, and 11 x 17 IN size sheets, provide 5 copies of each submittal for Engineer plus the number required by the Contractor.
 - a. The number of copies required by the Contractor will be defined at the Preconstruction Conference, but shall not exceed 3.
 - b. All other size sheets:
 - 1) Submit 1 reproducible transparency or high resolution print and 1 additional print of each Drawing until approval is obtained.
 - 2) Utilize mailing tube; do not fold.
 - 3) The Engineer will mark and return the reproducible to the Contractor for reproduction and distribution.
7. Contractor shall not use red color for marks on transmittals.
 - a. Duplicate all marks on all copies transmitted, and ensure marks are photocopy reproducible.
 - b. Engineer will use red marks or enclose marks in a cloud.
8. Transmittal contents:
 - a. Coordinate and identify Shop Drawing contents so that all items can be easily verified by the Engineer.
 - b. Provide submittal information or marks defining specific equipment or materials utilized on the Project. Generalized product information, not clearly defining specific equipment or materials to be provided, will be rejected.
 - c. Identify equipment or material project application, tag number, Drawing detail reference, weight, and other Project specific information.
 - d. Provide sufficient information together with technical cuts and technical data to allow an evaluation to be made to determine that the item submitted is in compliance with the Contract Documents.

- e. Do not modify the manufacturer's documentation or data except as specified herein.
 - f. Submit items such as equipment brochures, cuts of fixtures, product data sheets or catalog sheets on 8-1/2 x 11 IN pages.
 - 1) Indicate exact item or model and all options proposed.
 - g. When a Shop Drawing submittal is called for in any Specification Section, include as appropriate, scaled details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout Drawings, rough-in diagrams, wiring diagrams, controls, weights and other pertinent data in addition to information specifically stipulated in the Specification Section.
 - 1) Arrange data and performance information in format similar to that provided in Contract Documents.
 - 2) Provide, at minimum, the detail specified in the Contract Documents.
 - h. If proposed equipment or materials deviate from the Contract Drawings or Specifications in any way, clearly note the deviation and justify the said deviation in detail in a separate letter immediately following transmittal sheet.
 - 1) Any deviation from plans or specifications not depicted in the submittal or included but not clearly noted by the Contractor may not have been reviewed.
 - 2) Review by the Engineer shall not serve to relieve the Contractor of the contractual responsibility for any error or deviation from contract requirements.
9. Samples:
- a. Identification:
 - 1) Identify sample as to transmittal number, manufacturer, item, use, type, project designation, tag number, Specification Section or Drawing detail reference, color, range, texture, finish and other pertinent data.
 - 2) If identifying information cannot be marked directly on sample without defacing or adversely altering samples, provide a durable tag with identifying information securely attached to the sample.
 - b. Include application specific brochures, and installation instructions.
 - c. Provide Contractor's review and approval certification stamp or Contractor's Submittal Certification form as indication of Contractor's checking and verification of dimensions and coordination with interrelated work.
 - d. Resubmit revised samples of rejected items.
- C. Informational Submittals: Prepare in the format and detail specified in Specification requiring the informational submittal.

1.5 TRANSMITTAL OF SUBMITTALS

- A. Shop Drawings and Samples:
 - 1. Transmit all submittals to:

HDR
3741 NE Troon Drive
Lee's Summit, MO 64064
Attn: Scott Fleming

2. Utilize 2 copies of attached Exhibit A to transmit all Shop Drawings and samples.
3. All submittals must be from Contractor. Submittals will not be received from or returned to subcontractors.

B. Informational Submittals:

1. Transmit under Contractor's standard letter of transmittal or letterhead.
2. Submit in triplicate or as specified in individual Specification Section.
3. Transmit to:

HDR
3741 NE Troon Drive
Lee's Summit, MO 64064
Attn: Scott Fleming

4. Provide copy of letter of transmittal without attachments to Owner's Project Manager.
 - a. Exception for concrete, soils compaction and pressure test reports.
 - 1) Transmit 1 copy of test reports to Resident Project Representative.
 - 2) Transmit 1 copy of test reports to location and individual indicated above for other informational submittals.

C. Electronic Transmission of Submittals:

1. Transmittals may be made electronically.
 - a. Use HDR's Project Tracker Collaboration System (PTCS).
 - b. Protocols and processes will be determined at the Pre-Construction Conference.
2. Scan all transmittals into Adobe Acrobat Portable Document Format (PDF), latest version, with printing enabled.
 - a. Do not password protect or lock the PDF document.
 - b. Rotate sheets that are normally viewed in landscape mode so that when the PDF file is opened the sheet is in the appropriate position for viewing.
3. Required signatures may be applied prior to scanning for transmittal.

1.6 ENGINEER'S REVIEW ACTION

A. Shop Drawings and Samples:

1. Items within transmittals will be reviewed for overall design intent and will receive 1 of the following actions:
 - a. A - FURNISH AS SUBMITTED.
 - b. B - FURNISH AS NOTED (BY ENGINEER).

- c. C - REVISE AND RESUBMIT.
 - d. D - REJECTED.
 - e. E - ENGINEER'S REVIEW NOT REQUIRED.
2. Submittals received will be initially reviewed to ascertain inclusion of Contractor's approval stamp. Submittals not stamped by the Contractor or stamped with a stamp containing language other than that specified herein will not be reviewed for technical content and will be returned rejected.
 3. In relying on the representation on the Contractor's review and approval stamp, Owner and Engineer reserve the right to review and process poorly organized and poorly described submittals as follows:
 - a. Submittals transmitted with a description identifying a single item and found to contain multiple independent items:
 - 1) Review and approval will be limited to the single item described on the transmittal letter.
 - 2) Other items identified in the submittal will:
 - a) Not be logged as received by the Engineer.
 - b) Be removed from the submittal package and returned without review and comment to the Contractor for coordination, description and stamping.
 - c) Be submitted by the Contractor as a new series number, not as a re-submittal number.
 - b. Engineer, at Engineer's discretion, may revise the transmittal letter item list and descriptions, and conduct review. Unless Contractor notifies Engineer in writing that the Engineer's revision of the transmittal letter item list and descriptions was in error, Contractor's review and approval stamp will be deemed to have applied to the entire contents of the submittal package.
 4. Submittals returned with Action "A" or "B" are considered ready for fabrication and installation.
 - a. If for any reason a submittal that has an "A" or "B" Action is resubmitted, it must be accompanied by a letter defining the changes that have been made and the reason for the resubmittal.
 - b. Destroy or conspicuously mark "SUPERSEDED" all documents having previously received "A" or "B" Action that are superseded by a resubmittal.
 5. Submittals with Action "A" or "B" combined with Action "C" (Revise and Resubmit) or "D" (Rejected) will be individually analyzed giving consideration as follows:
 - a. The portion of the submittal given "C" or "D" will not be distributed (unless previously agreed to otherwise at the Preconstruction Conference).
 - 1) One copy or the 1 transparency of the "C" or "D" Drawings will be marked up and returned to the Contractor.
 - 2) Correct and resubmit items so marked.
 - b. Items marked "A" or "B" will be fully distributed.

- c. If a portion of the items or system proposed are acceptable, however, the major part of the individual Drawings or documents are incomplete or require revision, the entire submittal may be given "C" or "D" Action.
 - 1) This is at the sole discretion of the Engineer.
 - 2) In this case, some Drawings may contain relatively few or no comments or the statement, "Resubmit to maintain a complete package."
 - 3) Distribution to the Owner and field will not be made (unless previously agreed to otherwise).
6. Failure to include any specific information specified under the submittal paragraphs of the Specifications will result in the submittal being returned to the Contractor with "C" or "D" Action.
7. Calculations required in individual Specification Sections will be received for information purposes only, as evidence calculations have been stamped by the professional as defined in the specifications and for limited purpose of checking conformance with given performance and design criteria. The Engineer is not responsible for checking the accuracy of the calculations and the calculations will be returned stamped "E. Engineer's Review Not Required" to acknowledge receipt.
8. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than 3 submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
9. Transmittals of submittals which the Engineer considers as "Not Required" submittal information, which is supplemental to but not essential to prior submitted information, or items of information in a transmittal which have been reviewed and received "A" or "B" action in a prior submittal, will be returned with action "E. Engineer's Review Not Required."
10. Samples may be retained for comparison purposes.
 - a. Remove samples when directed.
 - b. Include in bid all costs of furnishing and removing samples.
11. Approved samples submitted or constructed, constitute criteria for judging completed work. Finished work or items not equal to samples will be rejected.

PART 2 - PRODUCTS - (NOT APPLICABLE TO THIS SECTION)

PART 3 - EXECUTION - (NOT APPLICABLE TO THIS SECTION)

END OF SECTION



EXHIBIT A Shop Drawing Transmittal No. _____

(Spec Section) (Series)

Project Name:		Date Received:			
Project Owner:		Checked By:			
Contractor:	HDR Engineering, Inc.	Log Page:			
Address:	Address:	HDR No.:			
		Spec Section:			
		Drawing/Detail No.:			
Attn:	Attn:	1st. Sub	ReSub.		
Date Transmitted:		Previous Transmittal Date:			
Item No.	No. Copies	Description	Manufacturer	Mfr/Vendor Dwg or Data No.	Action Taken*

Remarks:

* The Action designated above is in accordance with the following legend:

<p>A - Furnish as Submitted</p> <p>B - Furnish as Noted</p> <p>C - Revise and Submit</p> <ol style="list-style-type: none"> Not enough information for review. No reproducibles submitted. Copies illegible. Not enough copies submitted. Wrong sequence number. Wrong resubmittal number. Wrong spec. section. Wrong form used. See comments. <p>D - Rejected</p>	<p>E - Engineer's review not required</p> <ol style="list-style-type: none"> Submittal not required. Supplemental Information. Submittal retained for informational purposes only. Information reviewed and approved on prior submittal. See comments. Delegated Design - Submittal received as requested by the Contract Documents. The Engineer did not review the engineering or technical content of the submittal. <p>Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Any deviation from plans or specifications not depicted in the submittal or included but not clearly noted by the Contractor may not have been reviewed. Review by the Engineer shall not serve to relieve the Contractor of the contractual responsibility for any error or deviation from contract requirements.</p>
---	--

Comments:

By _____ Date _____

Distribution: Contractor | File | Field | Owner | Other |

Copyright 1991-2013 HDR Engineering, Inc. - Revised July 2014

SECTION 01 77 19
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Definitions:

1. Project closeout is the term used to describe certain collective project requirements indicating completion of the Work that are to be fulfilled near the end of the Contract Time in preparation for final acceptance and occupancy of the Work by the Owner, as well as final payment settled to the Contractor:
 - a. Specific requirements for individual units of work are included in the appropriate Specification Sections in Divisions 02 through 46.
 - b. Time of closeout is directly related to "Substantial Completion"; therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to the other provisions of this Section.

B. Related Sections include but are not necessarily limited to:

1. City of Raymore, Missouri, Contract for Services.
2. Division 01 - General Requirements.

1.2 PREREQUISITES TO SUBSTANTIAL COMPLETION

A. General:

1. Follow the requirements for Substantial Completion in accordance with the Contract for Services as well as the General Terms and Conditions.
2. Complete the following before requesting the Owner's inspection for certification of substantial completion, either for the entire Work or for portions of the Work. List known exceptions in the request:
 - a. In the progress payment request that coincides with, or is the first request following, the date substantial completion is claimed, show either 100 percent completion for the portion of the Work claimed as "substantially complete", or list incomplete items, the value of incomplete work, and reasons for the Work being incomplete. Include supporting documentation for completion as indicated in these contract documents.
 - b. Submit a statement showing an accounting of changes to the Contract Price.
 - c. Advise Owner of pending insurance change-over requirements.
 - d. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents.

- e. Obtain and submit releases enabling the Owner's full, unrestricted use of the Work and access to services and utilities. Where required, include occupancy permits, operating certificates, and similar releases.
- f. Submit record drawings, maintenance manuals, final project photographs, and similar final record information.
- g. Deliver tools, spare parts, extra stock of material, and similar physical items to the Owner.
- h. Remove temporary facilities and services from the project site, along with construction tools and facilities, and similar elements.
- i. Complete final cleaning up requirements.

B. Inspection Procedures:

- 1. Upon receipt of the Contractor's request for inspection, the Owner will within 30 days either proceed with inspection or advise the Contractor of unfulfilled prerequisites:
 - a. Following the initial inspection, the Owner will either prepare the certificate of substantial completion, or will advise the Contractor of work which must be performed before the certificate will be issued. The Owner will repeat the inspection when requested and when assured that the Work has been substantially completed.
 - b. Results of the completed inspection will form the initial "punch-list" for final acceptance.

1.3 PREREQUISITES TO FINAL ACCEPTANCE

A. General:

- 1. Complete the following before requesting the Owner's final inspection for certification of final acceptance, and final payment as required by General Terms and Conditions.
- 2. List known exceptions, if any, in the request:
 - a. Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - b. Submit an updated final statement, accounting for final additional changes to the Contract Price.
 - c. Submit certified copy of the final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance by the Owner.
 - d. Submit consent of surety.
 - e. Submit a final liquidated damages settlement statement, acceptable to the Owner.
 - f. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure:

1. The Owner will reinspect the Work upon receipt of the contractor's notice that the work, including punch-list items resulting from earlier inspections, has been completed, except for those items whose completion has been delayed because of circumstances that are acceptable to the Owner:
 - a. Upon completion of reinspection, the Owner will either prepare a certificate of final acceptance, or will advise the Contractor of work that is incomplete, or of obligations that have not been fulfilled, but are required for final acceptance.
 - b. If necessary, the reinspection procedure will be repeated.

1.4 RECORD DOCUMENT SUBMITTALS

A. General:

1. Specific requirements for record documents are indicated in the individual Sections of these Specifications.
2. Other requirements are indicated in the General Terms and Conditions.
3. General submittal requirements are indicated in the various "submittals" sections.

B. Record Drawings:

1. Maintain a record set of blue or black line white-prints of Contract Drawings and shop drawings in a clean, undamaged condition.
2. Mark up the set of record documents to show the actual installation where the installed work varies substantially from the work as originally shown.
3. Mark whichever drawing is most capable of showing the actual "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at the corresponding location on the working drawings.
4. Give particular attention to concealed work that would be difficult to measure and record at a later date:
 - a. Mark record sets with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
 - b. Mark up new information which is known to be important to the Owner, but for some reason was not shown on either Contract Drawings or shop drawings.
 - c. Note related change order number where applicable.
 - d. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable Closeout Procedures, dates and other identification on the cover of each set.

C. Record Specifications:

1. Maintain one complete copy of the Contract Documents, including specifications and addenda, and 1 copy of other written construction documents such as change orders and similar modifications issued in printed form during construction.
2. Mark these documents to show substantial variations in the actual work performed in comparison with the text of the specifications and modifications as issued.

3. Give particular attention to substitutions, selection of options and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation.
 4. Note related record drawing information and product data, where applicable.
- D. Upon completion of the Work, submit record specifications to the Owner for the Owner's records.
- E. Record Product Data:
1. Maintain 1 copy of each product data submittal:
 - a. Mark these documents to show significant variations in the actual Work performed in comparison with the submitted information.
 - b. Include both variations in the products as delivered to the site and variations from the manufacturer's instructions and recommendations for installation.
 - c. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned at a later date by direct observation.
 - d. Note related change orders and mark-up of record Drawings and Specifications.
 2. Upon completion of mark-up, submit complete set of product data to the Owner for the Owner's records.
- F. Miscellaneous Record Submittals:
1. Refer to other Sections of these Specifications for requirements of miscellaneous record keeping and submittals in connection with the actual performance of the Work.
 2. Immediately prior to the date or dates of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference.
 3. Submit to the Owner for the Owner's records.
- G. Operation and Maintenance Manuals:
1. Organize operating and maintenance data into suitable sets of manageable size.
 2. Bind data into individual binders, properly identified and indexed.
 3. Bind each set of data in a heavy-duty 2 IN, 3-ring vinyl-covered binder, with pocket folders for folded sheet information.
 4. Mark the appropriate identification on both front and spine of each binder:
 - a. Include the following types of information in operation and maintenance manuals:
 - 1) Copies of warranties.
 - 2) Shop drawings and product data (see Section 01 33 00).
 - b. 2 copies of this information shall be provided to the Owner.

PART 2 - PRODUCTS – NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General:

1. Special cleaning requirements for specific units of Work are included in the appropriate Specification Sections of Divisions 02 through 46.

B. Cleaning:

1. Provide final cleaning of the Work at the time indicated.
2. Employ experienced workers or professional cleaners for final cleaning.
3. Clean each surface or unit of work to the condition expected from a normal, commercial building cleaning and maintenance program.
4. Comply with the manufacturer's instructions for operations.

C. Cleaning Operations:

1. Complete the following cleaning operations before requesting the Owner's inspection for certification of substantial completion:
 - a. Remove labels which are not required as permanent labels.
 - b. Clean transparent materials, including mirrors and glass in doors and windows, to a polished condition:
 - 1) Remove putty and other substances which are noticeable as vision-obscuring materials.
 - 2) Replace chipped or broken glass and other damaged transparent materials.
 - c. Clean exposed exterior and interim hard-surfaced finishes to a dust-free condition, free of dust, stains, film and similar noticeable distracting substances:
 - 1) Restore reflective surfaces to their original reflective condition.
 - 2) Leave concrete floors broom clean.
 - 3) Vacuum carpeted surfaces.
 - d. Wipe surfaces of mechanical and electrical equipment clean. Remove excess lubrication and other substances:
 - 1) Clean plumbing fixtures to a sanitary condition.
 - 2) Clean light fixtures and lamps.
 - e. Clean the project site, including landscape development areas, of rubbish, litter and other foreign substances:
 - 1) Sweep paved areas to a broom-clean condition; remove stains, spills and other foreign deposits.
 - 2) Rake grounds that are neither paved nor planted to a smooth even-textured surface.

- D. Removal of Protection:** Except as otherwise indicated or requested by the Owner, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

E. Compliance:

1. Comply with safety standards and governing regulations for cleaning operations.
2. Do not burn waste materials at the site.
3. Do not bury debris or excess materials on the Owner's property.
4. Do not discharge volatile or other harmful or dangerous materials into drainage systems.
5. Remove waste materials from the site and dispose of in a lawful manner: Where extra materials of value remaining after completion of associated work have become the Owner's property, dispose of these material to the Owner's best advantage as directed.

END OF SECTION



DIVISION 05

METALS



SECTION 05 51 34
LADDER FALL PREVENTION SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Ladder fall prevention systems shall consist of a stainless steel cable with locking sleeve, belts, and other accessories required for a complete installation.
2. The three ladders to receive ladder fall prevention systems are as follows: the riser ladder, the access tube ladder, and the inside tank ladder.

B. Related Sections include but are not necessarily limited to:

1. City of Raymore, Missouri, Contract for Services.
2. Division 01 - General Requirements.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. Occupational Safety & Health Administration (OSHA):
 - a. Fall prevention systems shall meet or exceed Federal Spec #RR-S-001301 and #1910.27, Fixed Ladders.
2. American National Standards Institute (ANSI):
 - a. Equipment shall be tested according to 14.3-1974.
 - b. Belts and harnesses shall be tested according to 10.14-1975
3. Building code:
 - a. International Code Council (ICC):
 - 1) International Building Code and associated standards, 2009 Edition including all amendments, referred to herein as Building Code.

1.3 SYSTEM PERFORMANCE

- A. Structural Performance:** Cable and equipment shall withstand a minimum drop test of 250 LBS in a 6 FT free fall in accordance with ANSI 14.3-1974.

1.4 SUBMITTALS

A. Shop Drawings:

1. See Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
2. Submit shop drawings for fabrication and erection of carrier cable. Include plans and elevations showing cable length, and details of fittings, connections, cable guides, and anchorage to ladder.
3. Product technical data including:
 - a. Acknowledgement that products submitted meet requirements of standards referenced.

- b. Submit manufacturer's product specifications and installation instructions for fall prevention system.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Carrier cable shall be stainless steel, A302.
- B. Locking sleeve:
 1. Sleeve connectors and hardware shall be stainless steel.
 2. Furnish 3 sleeves minimum.
- C. Brackets and fasteners shall be Type 304 stainless steel.
- D. Safety belt:
 1. Belt shall be an ANSI Class I belt with a front ring for attachment to the sleeve snap.
 2. Belt shall have a 3-IN nylon body pad, two side rings and 2 drop-forged tongues.
 3. Provide one belt for each ladder location, with one extra belt for every 3 ladders, 3 belts, minimum.

2.2 FABRICATION

- A. General: Fabricate fall prevention system to lengths required for full protection at ladders.

2.3 APPROVED SYSTEMS

- A. DBI/SALA, Model LAD-SAF Stainless Steel Flexible Cable System.
- B. Or approved equal.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate length of fall protection system for elevations shown. Take field measurements to verify required lengths for existing structures.
- B. Coordinate, furnish and install all required fittings for a complete and usable installation.

3.2 INSTALLATION

- A. Install carrier cable and fittings accurately in location, alignment and elevation, plumb and level.

3.3 ADJUST AND CLEAN

- A. Test sleeve for smooth operation over entire length of cable.
- B. Reinstall cable and clamps as required to obtain satisfactory operation.

END OF SECTION



DIVISION 09

FINISHES



SECTION 09 97 14
PAINTING (WATER TOWER)

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Work under this Section consists of surface preparation, priming and painting necessary to complete work.
 2. Use coating systems specified in this Section to finish all water tank components, unless otherwise indicated. Without restricting volume or generality, work to be performed under this Section may include, but is not limited to:
 - a. Exterior steel.
 - b. Interior steel.
- B. Related Sections include but are not necessarily limited to:
1. City of Raymore, Missouri, Contract for Services.
 2. Division 01 - General Requirements.

1.2 REFERENCES

- A. Publications listed herein are part of this specification to extent referenced.
- B. Latest edition of AWWA Standards D-100, D-102, and C-652.
- C. American Society for Testing and Materials:
1. ASTM D16 Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
 2. ASTM D3359 Test Method for Measuring Adhesion by Tape Test.
 3. ASTM D4263 Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
 4. ASTM D4541 Test Method for Pull Off Strength of Coatings Using Portable Adhesion-Testers.
 5. ASTM D1005 Test for determining dry film thickness.
 6. ASTM D4417 Test for determining surface profile.
- D. The Society for Protective Coatings:
1. SSPC-SP1 Specification for Solvent Cleaning.
 2. SSPC-SP2 Specification for Hand Tool Cleaning.
 3. SSPC-SP3 Specification for Power Tool Cleaning.
 4. SSPC-SP5 Specification for White Metal Blast Cleaning.
 5. SSPC-SP6 Specification for Commercial Blast Cleaning.
 6. SSPC-SP7 Specification for Brush-Off Blast Cleaning.
 7. SSPC-SP10 Specification for Near White Metal Blast Cleaning.
 8. SSPC-SP11 Specification for Power Tool Cleaning to Bare Metal.
 9. SSPC-PA1 Painting Application Specification.

10. SSPC-PA2 Measurement of Dry Paint Thickness with Magnetic Gages.
11. SSPC-SP12 Water Jetting

1.3 SUBMITTALS

A. Product Data:

1. Submit manufacturer's literature describing products to be provided, giving manufacturer's name, product name, and product line number for each material.
2. Submit technical data sheets for each coating, giving descriptive data, curing times, mixing, thinning, and application requirements.
3. Submit color charts showing manufacturer's full range of standard colors.

B. Quality Assurance Submittals:

1. Certificates:

- a. Provide manufacturer's certification that products to be used comply with specified requirements and are suitable for intended application.
- b. Submit listing of not less than 5 of applicator's most recent applications representing similar scope and complexity to Project requirements:

1) List shall include information as follows:

- a) Project name and address.
 - b) Name of owner.
 - c) Name of contractor.
 - d) Name of engineer.
 - e) Date of completion.
2. Manufacturer's Instructions: Submit manufacturer's installation procedures, if not on product data sheets, which shall be basis for accepting or rejecting actual installation procedures.
 3. Submit paint manufacturer's statement of inspection and approval of surface preparation for the paint specified:
 - a. Prior to beginning application of Exterior Paint.
 - b. Prior to beginning application of Interior Paint.
 4. Submit paint manufacturer's statement of inspection and approval of paint application execution after application of Interior and Exterior Finish Coat, including:
 - a. Mil thickness tests
 - b. Holiday Test observance and touch up.
 - c. Field Inspection: General application and correction/touchup of items encountered.

1.4 QUALITY ASSURANCE

A. Qualifications:

1. Provide products from a company specializing in manufacture of coatings with a minimum of 10 YRS experience.
2. Applicator shall be trained in application techniques and procedures of coating materials and shall demonstrate a minimum of 10 YRS successful experience in such application. Maintain, throughout duration of application, a crew of painters who are fully qualified.

3. Single Source Responsibility:
 - a. Materials shall be products of a single manufacturer.
 - b. Provide secondary materials, which are produced or are specifically recommended by coating system manufacturer to ensure compatibility of system.

B. Pre-Installation Meeting:

1. Schedule a meeting to be held on-site before field application of coating systems begins.
2. Meeting shall be attended by Contractor, Owner's representative, Engineer, Coating Applicators, and Manufacturer's representative.
3. Topics to be discussed at meeting shall include:
 - a. A review of Contract Documents shall be made and deviations or differences shall be resolved.
 - b. Review items such as environmental conditions, surface conditions, surface preparation, application procedures, and protection following application.
 - c. Establish which areas on-site will be available for use as storage areas and working area.
4. Prepare and submit, to parties in attendance, a written report of pre-installation meeting. Report shall be submitted within 3 days following meeting.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:

1. Name or title of material.
2. Fed. Spec. number, if applicable.
3. Manufacturer's stock number and date of manufacture.
4. Manufacturer's name.
5. Contents by volume, for major pigment and vehicle constituents.
6. Thinning instructions.
7. Application instructions.
8. Color name and number.

B. Store materials not in actual use in tightly covered containers:

1. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.
 - a. Protect from freezing where necessary:
 - 1) Keep storage area neat and orderly.
 - 2) Remove oily rags and waste daily.
 - 3) Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

1.6 JOB CONDITIONS

- A. Apply water-base paints only when temperature of surface to be painted and surrounding air temperatures are between 50 DegF (10 DegC) and 90 DegF (32 DegC), unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 DegF (7 DegC) and 95 DegF (35 DegC), unless otherwise permitted by paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog or mist, or when relative humidity exceeds 85 percent, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
 - 1. Tnemec.
 - 2. Or approved equal.
- B. Submit request for substitution in accordance with Section 01 25 13.

2.2 MATERIALS

- A. Material Quality:
 - 1. Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers.
 - 2. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable. Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.
- B. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.

2.3 STEEL TANK AND POTABLE WATER CONTACT COATING SCHEDULE

- A. General:
 - 1. Provide surface preparation and coating as specified for steel water storage tanks and for all steel fabrications in contact with potable water.
 - a. Interior and wetted coatings shall be certified by the National Sanitation Foundation in conformance with ANSI/NSF 61.

- b. Paint for steel tanks shall meet all criteria set forth by regulatory agencies and the latest edition of AWWA D-102

B. Tank Exteriors:

1. Color shall be as selected by Owner: Lettering and logo shall be as described herein.
2. Surface preparation:
 - a. Remove soluble contaminants in accordance with SSPC-SP1.
 - b. Abrasive blast clean surface to a Commercial Finish in accordance with SSPC-SP6, with a surface profile of 1.5 to 2.5 mils.
 - c. Surface preparation shall be inspected by the Paint Manufacturer prior to application. Submit written approval to Owner from the Paint Manufacturer approving of the exterior surface preparation.
3. Prime coat: Apply before any rusting occurs:
 - a. Tnemec: Series 91 – H2O Hydro-Zinc 2000, 2.5 to 3.5 mils D.F.T.
4. Intermediate coat:
 - a. Tnemec: Series 73 Endura Shield, 2.0 to 3.0 mils D.F.T.
5. Finish Coat:
 - a. Tnemec: Series 700 Hydro Flon, 2.0 to 3.0 mils D.F.T. Color shall be selected by Owner.
6. Lettering:
 - a. Tnemec: Series 700 Hydro Flon, 2.0 to 3.0 mils D.F.T. Color shall be selected by Owner.
 - b. Lettering Shall be:
 - 1) Font: Dutch801 XBd BT
 - 2) Shall Read:
 - a) RAYMORE
MISSOURI
 - 3) Size and Appearance: “RAYMORE” shall be 5 feet high, and “MISSOURI” shall be 3 feet high.
 - 4) Location: Three sides of tank, South, Northeast, and Northwest.

C. Tank Interiors and/ or wetted or submerged fabrications:

1. Surface preparation:
 - a. Remove soluble contaminants in accordance with SSPC-SP1.
 - b. Abrasive blast clean surface to a Near White finish in accordance with SSPC-SP10, with a surface profile of a minimum of 2.0 mils.
 - c. Surface preparation shall be inspected by the Paint Manufacturer prior to application. Submit written approval to Owner from the Paint Manufacturer approving of the interior surface preparation.
2. Prime coat: Apply before any rusting occurs.
 - a. Tnemec: Series 91-H2) Hydro-Zinc 2000, 2.5 to 3.5 mils D.F.T.
3. Stripe Coat: Apply to all weld seams and exposed edges.
 - a. Tnemec: Series N140-1255 Pota-Pox Plus at 3.0 to 5.0 mils D.F.T.
4. Intermediate coat:
 - a. Tnemec: Series N140-2155 Pota-Pox Plus, 1 coat 4 to 6 mils D.F.T.
 - b. Color: Beige.

5. Finish Coat:
 - a. Tnemec: Series N140-00WH Pota-Pox Plus, 1 coat 4 to 6 mils D.F.T.
 - b. Color: White.

PART 3 - EXECUTION

3.1 CONTAINMENT

A. General:

1. Use appropriate side wall containment system that contains dust and debris to the area within the fenced water tower site in accordance with all provisions of this Section.
2. Contractor shall be responsible for any dust, debris and/or paint droplets which leave the tank fenced property and/or cause damage to neighboring property.
3. Provide the level of containment necessary to contain dust and debris to the fenced water tower site, with at least level 4W containment sidewalls per SSPC Guide 6.
4. Insufficient containment of abrasive debris and/or generation of dust beyond the tank fenced property limits is just cause for shut-down of the job until proper protective measures are in place and violations have been remedied.

B. Cleaning and Securing of Containment at End of Work Day, Prior to Moving, and When the Containment will be unmanned:

1. At the end of work each day, remove loose abrasive and debris from within the containment to prevent emissions during non-working hours. Secure the containment and equipment as a safeguard against unanticipated heavy winds or inclement weather.
2. Prior to removing, dropping, or moving the containment, remove loose abrasive, debris and dust to the extent that it will not be dislodged by handling. Cleaning may be accomplished by blowing down all surfaces with the ventilation system in operation and/or by HEPA vacuuming.

C. The painting contractor shall cut and grind flush all exterior containment structure lugs and prepare and paint areas as described in the exterior painting section of these Specifications.

1. Upon removal of the exterior containment structure lugs, the painting contractor shall also repair any damaged interior coating by methods described in the interior painting section of these specifications.
2. Abrasive blasting to bare metal (SSPC-SP10) will be required in the damaged areas.

3.2 INSPECTION

- #### **A. Surface preparation shall be inspected by the Paint Manufacturer prior to application. Submit written approval to Owner from the Paint Manufacturer approving of the interior and exterior surface preparation prior to paint application.**

- B. Applicator must examine areas and conditions under which painting work is to be applied. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.
- C. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.
- D. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

3.3 SURFACE PREPARATION

A. General:

1. Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition:
 - a. Remove existing coatings and re-prime: Notify Engineer in writing of any anticipated problems in using the specified coating systems.
 - b. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations:
 - 1) Remove, if necessary, for complete painting of items and adjacent surfaces.
 - 2) Following completion of painting of each space or area, reinstall removed items.
 - c. Clean surfaces to be painted before applying paint or surface treatments:
 - 1) Remove oil and grease prior to mechanical cleaning.
 - 2) Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

B. Steel Water Tanks:

1. Prior to the application of any prime coat of paint, all surfaces shall be cleaned of all mill scale.
2. Following erection and welding, all sharp edges, including those from scaffold lugs, as well as those on weld seams, shall be ground smooth. All weld areas and all areas on which the prime coat has been damaged shall be sandblasted in accordance with the following surface preparation.
3. All surfaces so cleaned for the prime coat or for repair to the prime coat shall be painted the same day that the cleaning operation is performed.
4. Exterior Steel Surfaces:
 - a. All exterior steel surfaces shall be cleaned by SSPC-SP6 or NACE3, Commercial Blast Cleaning.
 - b. This requires the removal of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, existing coatings, and other foreign matter. Utilities Vapor Blasting high pressure air, water and abrasives to reduce potential for airborne dust and debris due to surface preparation

- c. Discoloration caused by certain stains shall be limited to no more than 33 percent of each square inch of surface area.
- 5. Interior Steel Surfaces:
 - a. All interior steel surfaces shall be cleaned by SSPC-SP10 or NACE2 Near-White Metal Blast Cleaning.
 - b. This requires the removal of all visible oil, grease, dirt, dust, mil scale, rust, paint, oxide, corrosion products, existing coatings, and other foreign matter by compressed air nozzle blasting, centrifugal wheels, or other specified method.
 - c. Discoloration caused by certain stains shall be limited to no more than 5 percent of each square inch of surface area.

3.4 MATERIALS PREPARATION

A. General:

- 1. Carefully mix and prepare materials in compliance with manufacturer's directions:
 - a. Do not mix coating materials produced by different manufacturers, unless otherwise permitted by manufacturer's instructions.
 - b. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
 - c. Stir materials before application to produce a mixture of uniform density, and as required during application.
 - 1) Do not stir film, which may form on surfaces, into material.
 - 2) Remove film, if necessary, strain material before using.

B. Tinting:

- 1. Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of same material are to be applied.
- 2. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

3.5 APPLICATION

A. General:

- 1. Apply special coatings by brush, roller, spray, squeegee, or other applicators in accordance with manufacturer's directions.
- 2. Use brushes best suited for type of material being applied. Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by manufacturer for material and texture required:
 - a. Coating colors, surface treatments, and finishes, are indicated in "schedules" of the contract documents.
 - b. Provide finish coats which are compatible with prime paints used.
 - c. The number of coats and coating film thickness required is same regardless of the application method:
 - 1) Do not apply succeeding coats until previous coat has cured as recommended by coating manufacturer.
 - 2) Sand between coat applications where required to produce an even smooth surface in accordance with coating manufacturer's directions.

- d. Apply primer, intermediate, and finish coats to comply with wet and dry film thicknesses and spreading rates for each type of material as recommended by manufacturer and in accordance with SSPC-PA2.
- e. Number of coats specified shall be minimum number acceptable:
 - 1) Apply additional coats as needed to provide a smooth, even application:
 - a) Closely adhere to re-coat times recommended by manufacturer.
 - b) Allow each coat to dry thoroughly before applying next coat.
 - c) Provide adequate ventilation for tank interior to carry off solvents during drying phase.
 - f. Apply additional coats when undercoats or other conditions show through final coat until the cured film is of uniform finish, color and appearance.
 - g. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces.
 - h. Coat back sides of access panels, removable or hinged covers to match exposed surfaces.

B. Minimum Coating Thickness:

- 1. Apply each material at not thinner than manufacturer's recommended spreading rate.
- 2. Provide a total dry film thickness of entire coating system as recommended by manufacturer, unless otherwise indicated.

C. Prime Coats:

- 1. Before application of finish coats, apply prime coat to material which is required to be painted or finished, and which has not been prime coated by others.
- 2. Recoat primed and sealed substrates where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

D. Brush Applications:

- 1. Brush-out and work brush coats onto surfaces in an even film.
- 2. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections.
- 3. Neatly draw glass lines and color breaks: Brush apply primer or first coats, unless otherwise permitted to use mechanical applicators.

E. Mechanical Applications:

- 1. Use mechanical methods for coating application when permitted by coating material manufacturer's recommendations, governing ordinances, and trade union regulations:
 - a. Wherever spray application is used, apply each coat to provide equivalent hiding of brush-applied coats.
 - b. Do not double-back with spray equipment building-up film thickness of 2 coats in 1 pass, unless recommended by coating material manufacturer.

F. Completed Work:

1. Match approved samples for color, texture and coverage.
2. Remove, refinish, or recoat work not in compliance with specified requirements.

3.6 FIELD QUALITY CONTROL

- A. The right is reserved by Owner to invoke the following material testing procedure at any time, and any number of times during period of field painting:
 1. Engage services of an independent testing laboratory to sample paint being used. Samples of materials delivered to project site will be taken, identified and sealed, and certified in presence of Contractor.
 2. Testing laboratory will perform appropriate tests for any or all of following characteristics. Abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance and quantitative materials analysis.
- B. If test results show that material being used does not comply with specified requirements, Contractor may be directed to stop painting work, and remove non-complying paint; pay for testing; repaint surfaces coated with rejected paint; remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the 2 coatings are non-compatible.

3.7 ADDITIONAL REQUIREMENTS FOR STEEL TANKS.

- A. Weather Conditions:
 1. Paint shall not be applied, except under shelter, during damp, wet, or foggy weather, or when windblown dust, dirt, debris, or insects will collect on freshly applied paint.
 2. Paint shall not be applied at an air temperature as measured in the shade, is below 40 DegF within 48 hours after the application of the paint.
 3. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until midmorning to be certain the surfaces are dry.
 4. Further, the day's painting must be completed well in advance of the probable time of day when condensation will occur in order to permit the film an appreciable drying time prior to the formation of moisture.
- B. Curing:
 1. In addition to ventilation required for safety, ventilation shall be provided for proper curing of paints on the interior tank surfaces.
 2. Tanks shall not be flushed, disinfected, or filled with water for a period of time, as recommended by the paint manufacturer, after application of finish coat.

3.8 PAINT INSPECTIONS AND TESTING

- A. Coating Thickness Measurement:

1. The dry thickness shall be measured with a magnetic gage that will measure the dry film thickness within an accuracy of ± 0.25 mil. If the dry film thickness is not as specified, additional coats shall be applied in order to attain the minimum dry film thickness specified.
2. Contractor shall notify Owner and Paint Manufacturer's Representative 48 hours prior to testing:
 - a. As many dry film thickness measurements as feasible shall be made so there is approximately one measurement for each 100 SF of surface painted.
 - b. Immediately upon conclusion of dry film thickness testing, the Contractor shall submit to the Owner certification indicating the film thickness gauge used, the locations where the tests were made, the dry film thickness at each location and the name of the person making the test.
3. Employ only application equipment that is clean, properly adjusted, and in good working order, and of type recommended by coating manufacturer.

B. Holiday Testing

1. The total coating system on all interior surfaces below the overflow shall be tested by the Contractor in the presence of the Owner and Paint Manufacturer's Representative with a wet-sponge, low-voltage holiday detector after the coating system has cured:
 - a. The sponge shall be kept saturated with an electrolyte 5 percent sodium chloride and a surfactant 2 percent household detergent.
 - b. During testing, the wet sponge shall be kept in continuous contact with the painted surface.
 - c. Locations where holidays are detected shall be marked for repair and retested after repair work has been completed.

C. Submit Paint Manufacturer's statement of Final Inspection and approval of Paint Application.

3.9 DISINFECTION AND CLEANING

A. After the water-storage tank has been completely painted and a minimum of 7 days' drying time has elapsed, the tank shall be cleaned and disinfected according to the latest standard of AWWA C652, Disinfection of Water-Storage Facilities:

1. Cleaning:
 - a. All scaffolding, tools, rags and any other material that are not part of the structure or operating facilities of the tank shall be removed:
 - 1) Then all interior surfaces of the storage facility shall be cleaned thoroughly using a high-pressure water jet, sweeping, scrubbing or equally effective means.
 - 2) All water, dirt, and foreign material accumulated shall be removed and disposed of by the Contractor.

- b. Following the cleaning, the vent screen, overflow screen and other screened openings shall be checked and put in satisfactory condition to prevent birds, insects and other possible contaminants from entering the facility.
2. Disinfection:
- a. Only one method of the two following methods will be required for water-storage tank disinfection, but a combination of the methods may be used if the Contractor chooses:
 - 1) Method 1:
 - a) A solution of not less than 200 mg/l available chlorine shall be applied directly to the surfaces of all parts of the storage tank that would be in contact with water when the storage tank is full to the overflow elevation.
 - b) The chlorine solution may be applied with suitable brushes or spray equipment:
 - (1) The solution shall thoroughly coat all surfaces to be treated including the inlet and outlet piping, and shall be applied to any separate drain piping such that it will have available chlorine of not less than 10 mg/l when filled with water.
 - (2) Overflow piping need not be disinfected.
 - c) The disinfected surfaces shall remain in contact with the strong chlorine solution for at least 30 minutes, after which the solution shall be drained to waste and potable water shall be admitted. The drain piping shall be purged of the 10 mg/l chlorinated water, and the storage tank shall then be filled to its overflow level.
 - d) Following this procedure and subject to satisfactory bacteriological testing and acceptable aesthetic quality, such water may be delivered to the distribution system.
 - 2) Method 2:
 - a) Water and chlorine shall be added to the storage facility in amounts such that initially the solution will contain 50 mg/l available chlorine and will fill approximately 5 percent of the total storage volume:
 - (1) This solution shall be held in the storage facility for a period of not less than 6 HRS.
 - (2) The storage facility shall then be filled to the overflow level by flowing potable water into the highly chlorinated water.
 - (3) It shall be held full for a period of not less than 24 HRS and the strong chlorine solution drained to waste before potable water is admitted.
 - (4) All highly chlorinated water shall be purged from the drain piping.
 - b) Following this procedure and subject to satisfactory bacteriological testing and acceptable aesthetic quality, the remaining water may be delivered to the distribution system.

- c) Chlorine shall be added to the storage tank by one of the following methods:
- (1) Liquid chlorine shall be introduced into the water, filling the storage tanks in such a way as to give uniform chlorine concentration during the entire filling operation:
 - (a) Portable chlorination equipment shall be carefully operated and shall include a liquid-chlorine cylinder gas-flow chlorinator, chlorine ejector, safety equipment, and solution tube to inject the chlorine solution into the filling water.
 - (b) The solution tube shall be inserted through an appropriate valve located on the inlet pipe and near the storage tank.
 - (2) Sodium hypochlorite shall be added to the water entering the storage tank by means of a chemical-feed pump, or shall be applied by hand pouring into the storage tank and allowing the following water to provide the desired mixing:
 - (a) When a chemical-feed pump is used, the concentrated chlorine solution shall be pumped through an appropriate solution tube so as to inject the high-concentration chlorine solution at a rate that will give a uniform chlorine concentration in the filling water.
 - (b) When the sodium hypochlorite is poured into the storage tank, the filling of the storage tank shall be immediately thereafter or as soon as any removed manhole cover can be closed.
 - (c) The sodium hypochlorite may be poured through a clean out, or inspection manhole in the lower level of the storage tank, or in the riser pipe, or through the roof manhole.
 - (d) The sodium hypochlorite shall be poured into water in the storage tank when the water is not more than 3 FT in depth, nor less than 1 FT in depth, and as close thereto as manhole locations will permit.
 - (3) Calcium hypochlorite granules or tablets broken to sizes not larger than 1/4 IN may be poured into the storage tank through a clean out, or inspection manhole in the lower level of the storage facility, or in the riser pipe, or through a roof manhole.
 - (a) The granules or tablet particles shall be placed in the storage tank prior to flowing water into it, and they shall be located so that the in flowing water will ensure a current of water circulating through the calcium hypochlorite and dissolving it during the filling operation.

- (b) The calcium hypochlorite shall be placed only on dry surfaces unless adequate precautions are taken to provide proper ventilation or protective breathing equipment. The actual volume of the 50 mg/l chlorine solution shall be such that after the solution is mixed with filling water and the storage tank is held full for not less than 24 hours, there will be a free chlorine residual of not more than 2 mg/l.
- (4) Disposal of heavily chlorinated water from the storage tank shall be in accordance with the requirements of Missouri Department of Natural Resources and at the expense of the Contractor.
- (5) All water for testing and sterilization shall be furnished by the Owner.

3.10 WATER TESTING

- A. After the disinfection is completed and before the storage tank is placed in service, water from the full tank shall be sampled and tested for coliform organisms in accordance with the latest edition Standard Methods for the Examination of Water and Wastewater. The testing shall be by either the multiple tube fermentation technique or the membrane filter technique.
- B. The water in the full tank shall also be tested to assure that no offensive odor or taste exists.
- C. 2 or more consecutive samples shall be collected and analyzed to indicate microbiologically satisfactory water before the storage tank is placed in service. In the event tests show the presence of coliform bacteria, the storage tank shall again be subject to disinfection.
- D. The Contractor will be responsible for the cost of all bacteriological testing. The Owner will be responsible for taking samples and delivery of samples to a laboratory for testing.

3.11 CLEANUP

- A. After construction of this portion of the Project, the Contractor shall remove all tools, equipment, supplies, and excess material from the site and shall restore the site and the access road to its approximate original condition:
 - 1. The Contractor shall fill and grade around all footings and satisfactorily dispose of all excavated material, smooth up the site and the access road if rutted, and generally restore the ground surface to its original contour.
 - 2. All areas disturbed during construction of this Section shall be finish graded and seeded according to specifications

3.12 ONE-YEAR ANNIVERSARY INSPECTION

- A. The interior and exterior surfaces of the tank shall be inspected by Owner representatives and the Contractor at approximately 1 YR after the coating work has been completed to determine whether any repair work is necessary.

- B. The Owner shall establish a date for inspection and shall notify the Contractor at least 30 days in advance. If an inspection date is not established within 13 months after completion of painting work, the first anniversary inspection shall be waived.
- C. Locations where coating has peeled, bubbled, or cracked, or where corrosion is evident, shall be considered as failure of the coating system:
 - 1. The Contractor shall make repairs at all points where failures are observed by removing the deteriorated coating, cleaning the surface, and recoating with the same coating system.
 - 2. If the area of failures exceeds 25 percent of the area of a portion of the tank surface, then for that portion, the entire coating system shall be removed and recoated.
 - 3. For the purposes of determining the need for complete recoating, the inside roof, shell, and floor and the outside roof and shell shall each be considered separately.
 - 4. The Owner may, at any point during or after the work under this Section, use destructive test instruments to analyze coating failures observed.
 - 5. The Owner will establish a starting date and a reasonable time of completion for remedial work.
- D. All remedial work performed shall be guaranteed for 2 YRS from completion for defects of materials and workmanship. The Owner may conduct a first anniversary inspection of remedial work and require repair of failures pursuant to this Specification.
- E. Any deficiencies in the coatings system will be repaired at the contractor's expense.

3.13 TWO-YEAR GUARANTEE

- A. The Contractor guarantees the work and materials furnished by him for 2 YRS after notice of acceptance is issued by the Owner to the Contractor:
 - 1. The Contractor shall coordinate and pay all costs for Paint Manufacture's representative to inspect the tank and issue a 2 YR inspection report to the Owner with respect to the water tower interior and exterior paint condition, noting any areas of rusting, peeling, discoloration, other coating defects, etc. within 3 months prior to two years following the date of substantial completion.
 - 2. The Contractor shall fix all coating issues identified by the Paint Manufacturer's 2 YR inspection report.
 - 3. The Contractor guarantee shall include that materials furnished by him or any work performed by him shall be the best of its class and that work and materials fully meet the requirements of this Specification.
 - 4. Remedial work required shall be performed and guaranteed as stated within Article 3.11.
 - 5. The Contractor may, at his option, be present during the 2-YR warranty inspection.

END OF SECTION



DIVISION 32

EXTERIOR IMPROVEMENTS



SECTION 32 92 00
SEEDING, SODDING, AND LANDSCAPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Seeding, sodding, and landscape planting:
 - a. Soil preparation.
 - b. Lawn-type seeding.
 - c. Native grass seeding.
 - d. Sodding.
 - e. Plants and planting.
 - f. Maintenance of new and transplanted materials.
 - g. Pruning and repairing existing trees.
 - h. Replacement of dead or impaired materials at the end of the first growing season.
2. Extent of seeding, sodding, and landscaping includes all areas disturbed during construction.

B. Related Sections include but are not necessarily limited to:

1. City of Raymore, Missouri, Contract for Services.
2. Division 01 - General Requirements.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. American Nursery and Landscape Association/American National Standards Institute (ANLA/ANSI):
 - a. Z60.1, American Standard for Nursery Stock.
2. American Public Works Association (APWA):
 - a. 2401
 - b. 2402
3. ASTM International (ASTM):
 - a. D2028, Standard Specification for Cutback Asphalt (Rapid-Curing Type).
 - b. D5276, Standard Test Method for Drop Test of Loaded Containers by Free Fall.

B. Quality Control:

1. Fertilizer:
 - a. If Engineer determines fertilizer requires sampling and testing to verify quality, testing will be done at Contractor's expense, in accordance with current methods of the AOAC.
 - b. Upon completion of Project, a final check of total quantities of fertilizer used will be made against total area seeded.

- c. If minimum rates of application have not been met, Contractor will be required to distribute additional quantities to make up minimum application specified.
- 2. Source quality control will include:
 - a. Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
 - b. Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

1.3 SUBMITTALS

A. Shop Drawings:

- 1. See Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
- 2. Product technical data including:
 - a. Acknowledgement that products submitted meet requirements of standards referenced.
 - b. Manufacturer's installation instructions.
 - c. Signed copies of vendor's statement for seed mixture required, stating botanical and common name, place of origin, strain, percentage of purity, percentage of germination, and amount of Pure Live Seed (PLS) per bag.
 - d. Listing of type of cover crop to be used and rates and procedures for planting if fall planting of Native Grass is anticipated.
 - e. Type of herbicide to be used during first growing season to contain annual weeds and application rate.
 - f. Source and location of sod, plants, and plant material.
- 3. Certification that each container of seed delivered will be labeled in accordance with Federal and State Seed Laws and equals or exceeds Specification requirements.

B. Miscellaneous Submittals:

- 1. See Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
- 2. Copies of invoices for fertilizer used on Project showing grade furnished, along with certification of quality and warranty.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Furnish seed in sealed standard containers labeled with producer's name and seed analysis. Remove from the site seed which has become wet, moldy, or otherwise damaged in transit.
- B. Furnish fertilizer uniform in composition, free flowing and suitable for application with approved equipment, delivered to site in bags or other containers, each fully labeled and bearing the name, and warranty of the producer.

1.5 PROJECT CONDITIONS

- A. Removal of trees and shrubs shall be only as directed by the project Engineer.
- B. Proceed with and complete landscape work as rapidly as portions of site become available, working with seasonal limitations for each kind of landscape work required.
- C. Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required.
- D. When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Engineer before planting.
- E. Plant or install materials during normal planting seasons for each type of landscape work required. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.
- F. All planting shall occur after final grades are established, unless otherwise acceptable to Engineer.

1.6 COORDINATION AND SCHEDULING

- A. Installation Schedule:
 - 1. Provide schedule showing when trees, shrubs, groundcovers and other plant materials are anticipated to be planted.
 - 2. Show schedule of when lawn type and other grass areas are anticipated to be planted.
 - 3. Indicate planting schedules in relation to schedule for irrigation system installation, finish grading and topsoiling.
 - 4. Indicate anticipated dates Engineer will be required to review installation for initial acceptance and final acceptance.
- B. Pre-installation Meeting: Meet with Engineer and other parties as necessary to discuss schedule and methods, unless otherwise indicated by Engineer.
- C. Coordinate all landscaping activities on farmed ground with property owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Seed Quality:
 - 1. Fresh, clean, new-crop seed labeled in accordance with USDA Rules and Regulations under the Federal Seed Act in effect on date of bidding.
 - 2. Provide seed of species, proportions, and minimum percentages of purity, germination and maximum percentage of weed seed as specified.
 - 3. Approval of all seed for use shall be based on the accumulative total of PLS specified for each phase of work.
- B. Seeded Area:
 - 1. Seed mix shall be Type A seed per Section 2401 of APWA.

2. Total pounds of pure live seed applied per acre shall be no less than 250.
3. Weed seed shall not exceed 0.5 percent of the total mix weight.

C. Mulch:

1. For seeded areas:
 - a. Clean, seed-free, threshed straw of oats, wheat, barley, rye, beans, peanuts, or other locally available mulch material which does not contain an excessive quantity of matured seeds of noxious weeds or other species that will grow or be detrimental to seeding, or provide a menace to surrounding land.
 - b. Do not use material which is fresh or excessively brittle, or which is decomposed and will smother or retard growth of grass.
2. Native grass seeded areas: Weed-free hay, excluding brome or bluegrass hay, used on slopes 4:1 or greater.
3. Trees and shrubs: Hardwood chips, shredded bark, or other material as approved by the Engineer.

D. Fertilizer:

1. Commercial fertilizer meeting applicable requirements of State and Federal law.
2. Cyanic compound or hydrated lime not permitted in mixed fertilizers.
3. For lawn-type seeding and sod: 5-10-5 analysis.
4. For Crownvetch seeding: 8-16-16 analysis.
5. For sprigged or plugged lawns: 8-8-8 analysis.
6. For pasture seeding: 23-9-12 analysis.

E. Water:

1. Water free from substances harmful to grass or sod growth.
2. Provide water from source approved prior to use.
3. Furnish all hoses and watering equipment required.

PART 3 - EXECUTION

3.1 SOIL PREPARATION

A. General:

1. Limit preparation to areas which will be planted soon after.
2. Provide facilities to protect and safeguard all persons on or about premises.
3. Protect existing trees designated to remain.
4. Verify location and existence of all underground utilities:
 - a. Take necessary precaution to protect existing utilities from damage due to construction activity.
 - b. Repair all damages to utility items at sole expense.
5. Provide facilities such as protective fences and/or watchmen to protect work from vandalism. Contractor to be responsible for vandalism until acceptance of work in whole or in part.

B. Preparation for Seeding or Sodding:

1. Loosen surface to minimum depth of 4 IN.

2. Remove stones over 1 IN in any dimension and sticks, roots, rubbish, and other extraneous matter.
3. Prior to applying fertilizer, loosen areas to be seeded with a double disc or other suitable device if the soil has become hard or compacted.
4. Correct any surface irregularities in order to prevent pocket or low areas which will allow water to stand.
5. Distribute fertilizer uniformly over areas to be seeded:
 - a. For lawn-type seeding: 30 LBS per 1,000 SF.
 - b. For pasture seeding: 200 LBS per acre.
6. Incorporate fertilizer into soil to a depth of at least 2 IN by disking, harrowing, or other approved methods.
7. Remove stones or other substances from surface which will interfere with turf development or subsequent mowing operations.
8. Grade lawn areas to a smooth, even surface with a loose, uniformly fine texture:
 - a. Roll and rake, remove ridges and fill depressions, as required to meet finish grades.
 - b. Limit fine grading to areas which can be planted soon after preparation.
9. Restore lawn areas to specified condition if eroded or otherwise disturbed after fine grading and before planting.

3.2 INSTALLATION

A. Seeding:

1. Do not use seed which is wet, moldy, or otherwise damaged.
2. Perform seeding work from March 1 to June 1 for spring planting, and August 14 to October 15 for fall planting, unless otherwise approved by Engineer.
3. Employ satisfactory methods of sowing using mechanical power-driven drills or seeders, or mechanical hand seeders, or other approved equipment.
4. Distribute seed evenly over entire area at rate of application not less than 4 LBS (PLS) of seed per 1,000 SF, 50 percent sown in one direction, remainder at right angles to first sowing.
5. Stop work when work extends beyond most favorable planting season for species designated, or when satisfactory results cannot be obtained because of drought, high winds excessive moisture, or other factors. Resume work only when favorable conditions develop.
6. Lightly rake seed into soil followed by light rolling or cultipacking.
7. Immediately protect seeded areas against erosion by mulching: Spread mulch in continuous blanket using 1-1/2 tons per acre to a depth of 4 or 5 straws.
8. Protect seeded slopes against erosion with erosion netting or other methods approved by Engineer. Protect seeded areas against traffic or other use by erecting barricades and placing warning signs.
9. Immediately following spreading mulch, anchor mulch using a rolling coulter or a wheatland land packer having wheels with V-shaped edges to force mulch into soil surface, or apply evenly distributed emulsified asphalt at rate of 10-13 GAL/1,000 SF:

- a. SS-1 emulsion in accordance with ASTM D5276 or RC-1 cutback asphalt in accordance with ASTM D2028 are acceptable.
 - b. If mulch and asphalt are applied in one treatment, use SS-1 emulsion with penetration test range between 150-200.
 - c. Use appropriate shields to protect adjacent site improvements.
10. If hydroseeding is used, machinery must be approved, modern, properly equipped and operated by an experienced operator:
- a. Seed and fertilize at the rate specified.
 - b. Use appropriate shields to protect adjacent site improvements.

3.3 MAINTENANCE AND REPLACEMENT

A. General:

1. Begin maintenance of planted areas immediately after each portion is planted and continue until final acceptance or for a specific time period as stated below, whichever is the longer.
2. Provide and maintain temporary piping, hoses, and watering equipment as required to convey water from water sources and to keep planted areas uniformly moist as required for proper growth.
3. Protection of new materials:
 - a. Provide barricades, coverings or other types of protection necessary to prevent damage to existing improvements indicated to remain.
 - b. Repair and pay for all damaged items.
4. Replace unacceptable materials with materials and methods identical to the original specifications unless otherwise approved by the Engineer.

B. Seeded or Sodded Areas:

1. Maintain seeded areas. 90 days, minimum, after installation and review of entire project area to be planted.
2. Maintenance period begins at completion of planting or installation of entire area to be seeded or sodded.
3. Engineer will review seeded or sodded lawn area after installation for initial acceptance.
4. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading, and replanting as required to establish a smooth, uniform lawn, free of weeds and eroded or bare areas.
5. Lay out temporary lawn watering system and arrange watering schedule to avoid walking over muddy and newly seeded areas. Use equipment and water to prevent puddling and water erosion and displacement of seed or mulch.
6. Remulch with new mulch in areas where mulch has been disturbed by wind or maintenance operations sufficiently to nullify its purpose. Anchor as required to prevent displacement.
7. Unacceptable plantings are those areas that do not meet the quality of the specified material, produce the specified results, or were not installed to the specified methods.
8. Replant bare areas using same materials specified.

9. Engineer will review final acceptability of installed areas at end of maintenance period.
10. Maintain repaired areas until remainder of maintenance period or approved by Engineer, whichever is the longer period.

END OF SECTION



Contract Drawings For
CITY OF RAYMORE, MISSOURI
FOXWOOD WATER TOWER
REHABILITATION
RFP No. 16-217-201

Project No.
 00000000259831

Raymore, Missouri
 April 2016

DRAWING INDEX

- 006000 COVER SHEET
- 006001 GENERAL SYMBOLS AND ABBREVIATIONS
- 100101 SITE PLAN
- 100102 SITE DETAILS AND SECTIONS
- 100103 SITE PHOTOS AND DETAILS



LOCATION MAP
 NOT TO SCALE

- UTILITIES:
- ELECTRIC: KANSAS CITY POWER & LIGHT (COMPANY) 816-471-5275
 - GAS: MISSOURI GAS ENERGY (COMPANY) 816-756-5252
 - TELEPHONE:
 - AT&T (COMPANY) 800-288-2020
 - COMCAST (COMPANY) 816-795-1100
 - DIRECT TV (COMPANY) 866-810-7892
 - DISH NETWORK (COMPANY) 888-825-2557
 - CABLE:
 - AT&T (COMPANY) 800-288-2020
 - COMCAST (COMPANY) 816-795-1100
 - DIRECT TV (COMPANY) 866-810-7892
 - DISH NETWORK (COMPANY) 888-825-2557
 - WATER: CITY OF RAYMORE 816-331-5182
 - SEWER: CITY OF RAYMORE 816-331-2377
 - POLICE: CHIEF OF POLICE JAN ZIMMERMAN 816-331-0530
 - FIRE: FIRE MARSHALL RANDY POWERS 816-331-3008

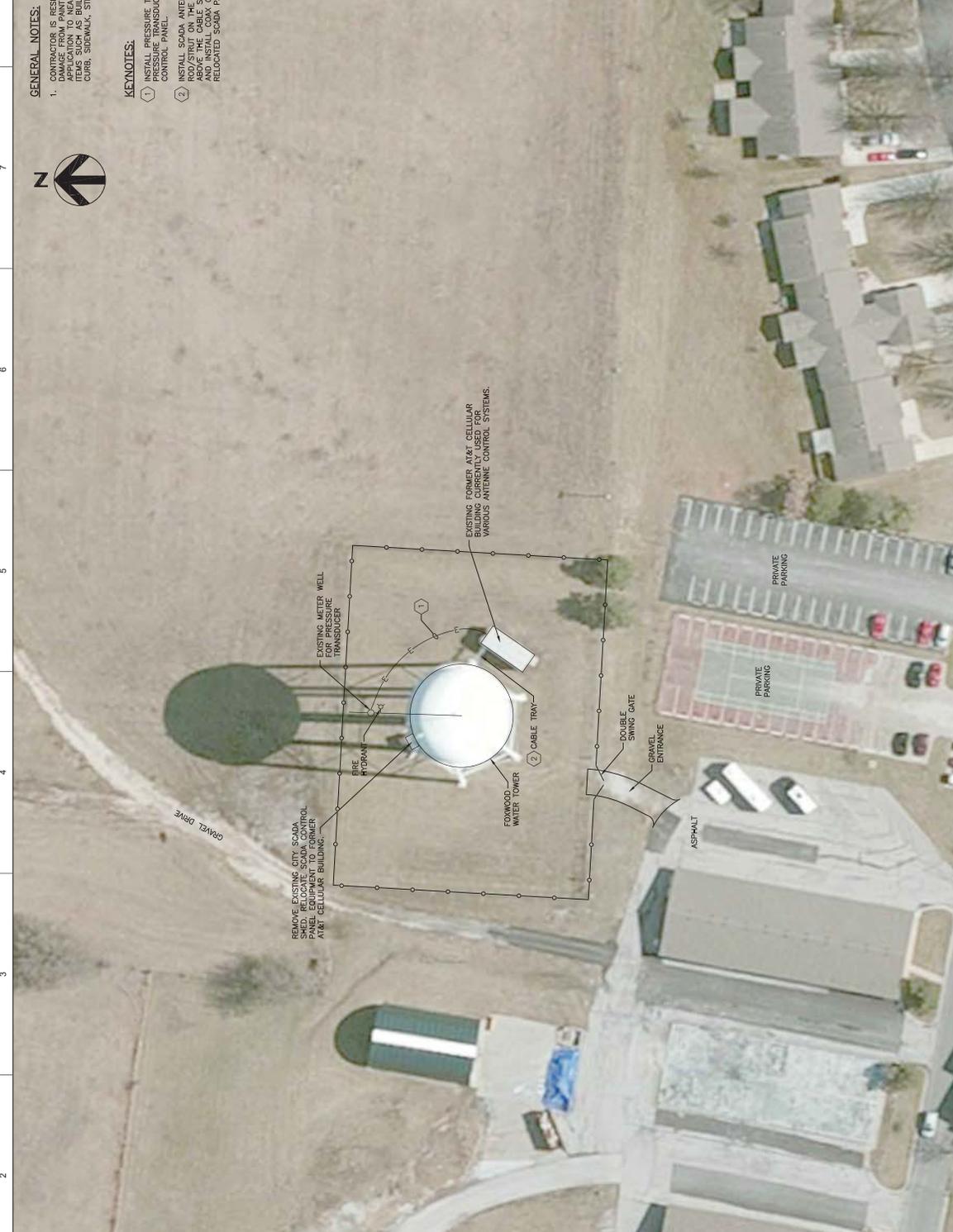
UTILITY NOTES:
 UTILITY LOCATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD BE LOCATIONS OF UNDERGROUND UTILITIES IN MISSOURI, CALL 1-800-344-7483.



ISSUED FOR BID



LICENSEE: JAMES W. HARRIS
 PROJECT MANAGER
 M.O. #19787
 M.O. #19787-07167



- GENERAL NOTES:**
1. THE CONTRACTOR IS RESPONSIBLE TO REPAIR DAMAGE FROM A REPAIR OPERATION AND APPLICATION TO NEARBY STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CURBS, SIDEWALKS, STREETS AND PARKING AREAS.
- KEYNOTES:**
1. INSTALL PRESSURE TRANSDUCER, CABLE FROM EXISTING METER WELL TO RELOCATED SCADA CONTROL PANEL.
 2. INSTALL SCADA ANTENNA ON FIRST CITY ROD/STREET ON THE ELEVATED STORAGE TANK ABOVE THE CABLE STRAY, POINTING EASTERLY FROM ANTENNA PANEL TO RELOCATED SCADA PANEL.

SITE PLAN

FILENAME: 10C101.dwg
SCALE: 1" = 30'

**CITY OF RAYMORE, MISSOURI
FOXWOOD WATER TOWER
REHABILITATION**

SCOTT FLEMING
PROJECT MANAGER
MO. REG-2004017167

PROJECT MANAGER: SCOTT FLEMING

PROJECT NUMBER	00000000259831
----------------	----------------

ISSUE DATE	ISSUED FOR BID	DESCRIPTION
0	04-01-16	

MSR MISSOURI CERTIFICATE OF AUTHORITY # 00059
374 NINE TROON DRIVE
ST. LOUIS, MO 63103
816.347.1100 FAX 816.347.1101



1 2 3 4 5 6 7 8



PROTECT EXISTING EXTERIOR MOUNTED ELECTRICAL PANELS FROM ANY DRIPPING WATER WORK ON THIS PROJECT

SITE PHOTO 1 NOT TO SCALE



REMOVE EXISTING ELECTRICAL ANTENNAE PANEL BEFORE REINSTALL IN SAME LOCATION AFTER PAINTING IS COMPLETE

OVERFLOW PIPE

SITE PHOTO 2 NOT TO SCALE



EXISTING CITY SCADA SHED TO BE REMOVED AND MOVED SCADA ELECTRICAL PANEL TO THE FORMER A&I CELLULAR BUILDING

EXISTING FIRE HYDRANT

EXISTING METER WELL W/ PRESSURE TRANSDUCER

SITE PHOTO 3 NOT TO SCALE



REMOVE EXISTING CABLE SUPPORTS PRIOR TO SURFACE PREPARATION AND PAINTING. REINSTALL AFTER PAINTING WORK IS COMPLETE

CABLE TRAY

SITE PHOTO 4 NOT TO SCALE



REMOVE EXISTING CABLE SUPPORTS PRIOR TO SURFACE PREPARATION AND PAINTING. REINSTALL AFTER PAINTING WORK IS COMPLETE

CABLE TRAY

SITE PHOTO 5 NOT TO SCALE



EXISTING FORMER A&I CELLULAR BUILDING

SITE PHOTO 6 NOT TO SCALE



REMOVE EXISTING EXTENSION SYSTEM PRIOR TO SURFACE PREPARATION AND PAINTING. PAINTING WORK IS COMPLETE

EXISTING CITY SCADA SHED

SITE PHOTO 7 NOT TO SCALE



EXISTING FORMER AT&T CELLULAR BUILDING

SITE PHOTO 8 NOT TO SCALE



MOR MISSOURI CERTIFICATE OF AUTHORITY # 00059
374 N.E. TRIXON DRIVE
ST. LOUIS, MO 63102
314.481.1100

ISSUE DATE	ISSUED FOR BID	DESCRIPTION
04-01-16		

PROJECT MANAGER	SCOTT FLEMING
PROJECT NUMBER	00000000259831



SCOTT FLEMING
PROJECT MANAGER
MO. REG. #0000017167



CITY OF RAYMORE, MISSOURI
FOXWOOD WATER TOWER
REHABILITATION

SITE PHOTOS AND DETAILS

FILENAME 10C103.dwg
SCALE AS NOTED
SHEET 10C103



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: September 12, 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 Proposal/Quote | |

TITLE / ISSUE / REQUEST

Bill 3194
Staff is requesting Council to amend the FY2015 Capital Budget for work associated the Foxwood Water Tower.

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: Budget Amendment in the amount of \$150,000
Amount Budgeted:
Funding Source/Account#: Capital Improvement Fund (45)

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Staff Recommends approval of Bill 3194

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3194

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Under a previous action, Council awarded the contract for this work to Maguire Iron, Inc. in the amount of \$484,683 which is \$138,716 over the budgeted funding.

Staff is requesting that Council approve Bill 3194 which will provide additional funding in the amount of \$150,000 for the increase in contract price and provide funds for any unforeseen conditions that may arise for work associated with the Foxwood Water Tower Rehabilitation.

BILL 3194

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2015 CAPITAL BUDGET.”

WHEREAS, a budget amendment to provide funding for work associated with the Foxwood Water Tower.

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 2015 Capital Budget is amended to the following amounts:

	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
Expenditures:			
Foxwood Water Tower			
Fund 54	\$400,000	\$550,000	\$150,000

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

DULY READ THE FIRST TIME THIS 12TH DAY OF SEPTEMBER, 2016.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF SEPTEMBER, 2016 BY THE FOLLOWING VOTE:

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

ATTEST:

Jean Woerner, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature

New Business



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: September 26, 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 3208 Request Council to approve a Conditional Use Permit for a public building (Recreation Activity Center) in the northwest corner of Recreation Park.

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:	September 20, 2016
Action/Vote:	Recommended Approval, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report Conceptual Site Plan Conceptual Building Elevations
--

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Raymore Unified Development Code requires the City to obtain a conditional use permit (CUP) when proposing to establish public use of undeveloped land. A CUP is required for the City to construct the Recreation Activity Center proposed for the northwest corner of Recreation Park.

The City is requesting to construct a 19,000 square foot building in the area located north of the park access drive and southwest of the park house. The building will provide gym space surrounded by a walking track and ancillary support space. Bleachers that hold up to 200 individuals will be available for spectators. A 75-space parking lot with access off the park access drive will be added to the east of the building, with additional parking spaces available in the park for special events.

The Planning and Zoning Commission, at its June 20, 2016 meeting, voted 8-0 to recommend approval of the CUP.

BILL 3208

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR THE RAYMORE ACTIVITY CENTER PUBLIC BUILDING TO BE LOCATED IN RECREATION PARK, RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, after a public hearing was held on September 20, 2016, as required by Chapter 470 of the Unified Development Code, the Planning and Zoning Commission has submitted its recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and

WHEREAS, the City Council of the City of Raymore, Missouri, in accordance with the provisions of Chapter 89 RSMo (1986) and Chapter 470 of the Raymore Unified Development Code, has held a public hearing on September 26, 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.

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 accepts the recommendation of the Planning and Zoning Commission.

Section 2. A Conditional Use Permit is hereby granted for a public building, Recreation Activity Center, to be located in Recreation Park on land legally described as follows:

The north ½ of the southwest quarter of Section 22, Township 46N, Range 32W.

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

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

DULY READ THE FIRST TIME THIS 26TH DAY OF SEPTEMBER, 2016.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF OCTOBER, 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: September 26, 2016
Re: Case #16018 - Conditional Use Permit,
Raymore Activity Center

GENERAL INFORMATION

**Applicant/
Property Owner:** City of Raymore
Requested Action: Conditional Use Permit for a public building to be constructed in
Recreation Park
Property Location: Northwest corner of Recreation Park along entrance drive

2016 Aerial Photograph:



Property Photographs:



View from Park House parking lot looking south at project location



View from project location looking north at homes in Shadowood

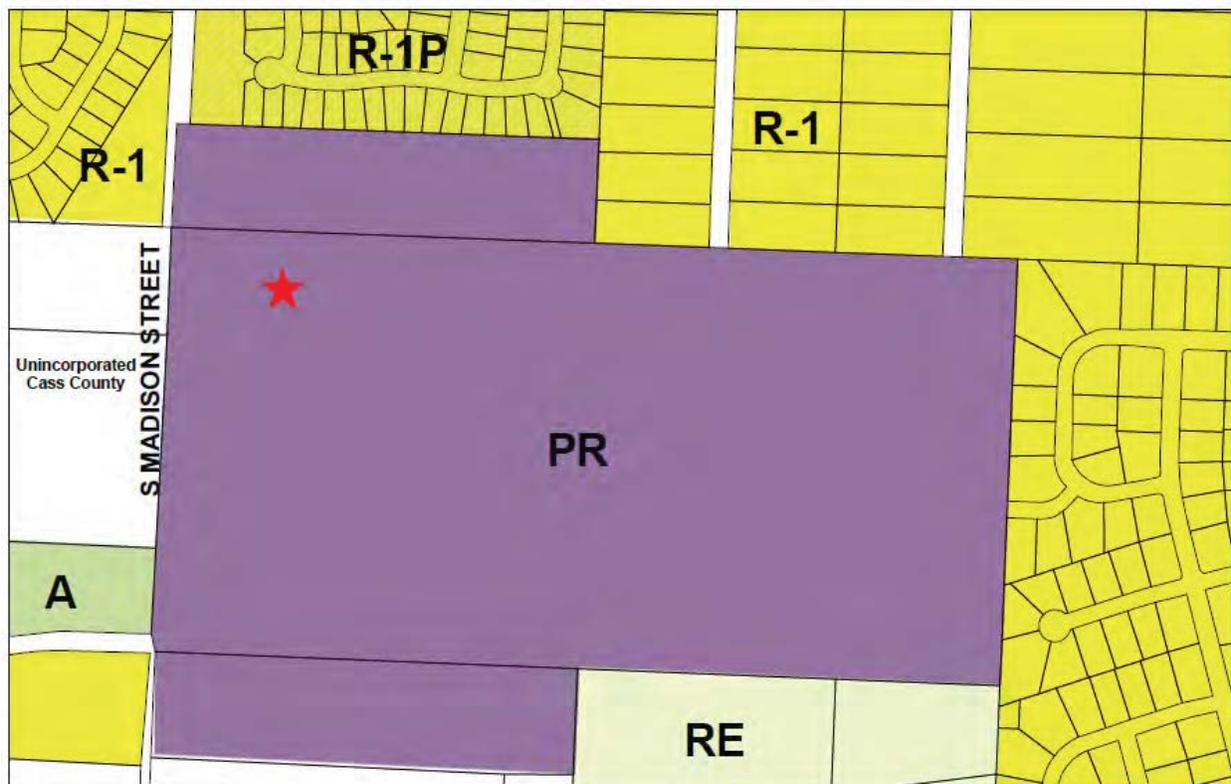


View from project location looking east



View from project location looking west

Existing Zoning: Recreation Park: Parks, Recreation and Public Use District



Existing Surrounding Uses:
North: Single Family Residential
South: Public Works Facility
East: Single Family Residential
West: Church

Total Tract Size: 90.0 acres (Park House and Recreation Park)

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for parks.

Major Street Plan: The Major Thoroughfare Plan Map contained in the Growth Management Plan has South Madison Street classified as a Major Collector.

Advertisement: September 1, 2016 Raymore **Journal** newspaper
September 8, 2016 Raymore **Journal** newspaper

Public Hearing: September 20, 2016 Planning and Zoning Commission
September 26, 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. Application
 - Exhibit 5. Growth Management Plan
 - Exhibit 6. Staff Report
 - Exhibit 7. Conceptual Site Plan
 - Exhibit 8. Conceptual Building Elevations

Additional exhibits as presented during hearing

PROPOSAL

Outline of Requested Action:

The applicant seeks to obtain conditional use permit approval to allow a government building (Raymore Activity Center) upon land located within Recreation Park.



CONDITIONAL USE PERMIT REQUIREMENTS AND STANDARDS

In order for the applicant to accomplish the aforementioned action, they must meet the provisions of the Unified Development Code. Chapter 470 of the Unified Development Code outlines the requirements and actions that need to be taken in order to obtain a Conditional Use Permit, specifically Section 470.030.

Section 470.030 Conditional Uses

A. Purpose

Conditional uses are those types of uses which, due to their nature, are dissimilar to the normal uses permitted within a given zoning district or where product, process, mode of operation or nature of business may prove detrimental to the health, safety, welfare or property values of the immediate neighborhood and its environs. Some conditional uses may also be permitted only after complying with additional requirements in Chapter 420.

B. Pre-Application Conference

Prior to filing of an application for a conditional use, the applicant must attend a pre-application conference in accordance with Section 470.010B.

C. Applications

An application for a conditional use may be obtained from the Community Development Director. The application must be completed in its entirety in accordance with Section 470.010C and filed with the Community Development Director so that a public hearing date can be established in accordance with Section 470.010E.

D. Procedure (*Amendment 16 – Ordinance 2013-056 8.26.13*)

1. Planning and Zoning Commission Public Hearing

All proposed conditional use applications first must be submitted to the Planning and Zoning Commission for review and recommendation. The Planning and Zoning Commission will hold a public hearing on the application in accordance with Section 470.010E. The public hearing must be held at the next regular meeting of the Planning and Zoning Commission for which the application may be scheduled given public notice deadlines, unless the applicant has consented to an extension of this time period. The Community Development Director or other appointed official as designated by the Planning and Zoning Commission must prepare a written summary of the proceedings, and give notice of the hearing as provided in Section 470.010E.

2. Planning and Zoning Commission Recommendation

Upon conclusion of the public hearing, the Planning and Zoning Commission will submit a recommendation to the City Council to approve, approve with modifications or disapprove the proposed conditional use. If a motion on an application fails, the Planning and Zoning Commission shall be required to propose and vote on a counter motion on the application. If a tie vote of the Commission, or if no majority vote of the full membership of the Commission can be obtained on a recommendation to be made, the application will be forwarded to the

City Council with no recommendation. The Commission must submit its recommendation along with a record of the public hearing thereon, to the City Council. The Planning and Zoning Commission may include reasonable conditions as a part of its recommendation.

3. City Council Public Hearing

The Raymore City Council must hold a public hearing on the application in accordance with Section 470.010E1b through d and E2.

4. City Council Action

a. The City Council must consider the request for a conditional use permit within 60 days of receipt of written recommendation of the Planning and Zoning Commission. Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council must consider the application and may approve, approve with conditions or disapprove the application. If the City Council approves an application, it will adopt an ordinance to that effect.

b. Conditions of Approval (*Amendment 8 – Ordinance 2011-9 2.28.11*)

(1) In approving a conditional use, the City Council may impose conditions, safeguards and restrictions upon the applicant and the premises that will benefit from the conditional use as may be necessary.

(2) The City Council may:

- (a)** limit the conditional use permit to a specific time period;
- (b)** allow the conditional use permit to be transferrable; or
- (c)** allow the conditional use permit to be renewed.

E. Findings of Fact (*Amendment 22 – Ordinance 2015-068 - 9.14.15*)

In its deliberation of a request, the Planning and Zoning Commission and City Council must make findings of fact taking into consideration the following:

- 1.** the proposed conditional use complies with all applicable provisions of this Unified Development Code;
- 2.** it is in the interest of the public welfare or convenience and will not have a significant adverse impact on the general welfare of the neighborhood or community;
- 3.** the proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located;
- 4.** it is compatible with the character of the surrounding property in terms of site planning, building scale and project design;
- 5.** it is compatible with the character of the surrounding property in terms of operating characteristics, such as hours of operation, outdoor lighting, noise and traffic generation;
- 6.** whether the location, size, nature or intensity of the proposed conditional use would prevent the development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will adversely affect the immediate neighborhood, consideration must be given to:

- a. the location, nature and height of buildings, structures, walls, and fences on the site, and
 - b. the nature and extent of landscaping and screening on the site.
7. off-street parking and loading areas will be provided in accordance with the standards set forth in Section 425.020 and Section 425.070, such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect;
 8. existing public facilities (infrastructure) and services are adequate to accommodate the additional demands of the proposed use or will be made to accommodate such demands without substantially increasing public expenditures;
 9. it will not have a significant adverse impact on pedestrian safety and comfort;
 10. adequate access roads or entrance and exit drives will be provided and will be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys; and
 11. all special conditions have been met as set forth by Chapter 420.

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. Recreation Park was established in the 1980's.
2. Phase 2 of Shadowood Subdivision, approved in December of 2002, established the single-family lots that are adjacent to the Park House property to the north.
3. The Parks, Recreation and Public Use (PR) zoning district designation was established as part of the City initiated zoning amendments on September 28, 2009.
4. A conditional use permit for the Public Works maintenance facility was approved on May 10, 2004.

STAFF COMMENTS

1. **Development Standards:** The development standards applicable to the property are as follows:

PR	
Minimum Lot Area	
per lot	-----
per dwelling unit	n/a
Minimum Lot Width (ft.)	70
Minimum Lot Depth (ft.)	n/a
Yards, Minimum (ft.)	
Front	10
rear	30
side	30
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	40

2. **Special Use Conditions:** There are no use-specific standards or conditions.
3. **Parking:** A recreation activity center must comply with the following parking standard:

Use	Minimum Parking Spaces Required
PUBLIC AND CIVIC USES	
Parks and Recreation	To be determined by the Community Development Director

The building will contain 19,000 square feet of area in the gymnasium and the support staff area. A total of 75 parking spaces are proposed, creating a parking ratio of 1 parking space per 250 square feet of gross floor area. Private indoor spectator sport facilities have a parking requirement of 1 space per 800 square feet of gross floor area. Private indoor participant facilities have a parking requirement of 1 space per 200 square feet of gross floor area.

The conceptual site plan provides 75 parking spaces on site with room for expansion. Since the building is located within the Recreation Park, other parking areas in the park are available for use during larger events at the facility.

4. Landscaping

Twenty percent (20%) of the park will be required to be reserved for landscaped area. There is considerable open space area to the north, west and south of the building.

5. Building Design:

The proposed building is in compliance with the building design standards contained in Section 440.010 of the Unified Development Code. Building materials will consist of masonry block with EIFS above the masonry block. Clearstory windows will be utilized on the north and south walls. Metal and glass walls will frame the entrance to the building.

6. Pedestrian Access:

Pedestrian Access to the building will be provided with sidewalk connection to the trail to the north. The existing trail provides connection with the sidewalk along South Madison Street and the trail network in Recreation Park.

7. Stormwater Management: Stormwater will be collected on site and discharged to the existing lake south of the proposed facility which serves as the detention basin for the area.

8. **Site Lighting:** The parking lot lighting will be required to be in compliance with the outdoor lighting performance standards of the City.
9. **Trash Enclosure:** The exterior of the trash enclosure will be constructed of the same materials as the main building. The exact location of the enclosure will be determined at the time of site plan review.
10. **Screening of Mechanical Equipment:** All electrical and mechanical equipment located adjacent to the building shall be screened from view from adjacent properties and any adjacent street. Accessory utility facilities that are in excess of 3 ½ feet shall be screened. The landscape plan will be submitted as part of site plan review.

11. **Site Access**

Vehicular access to the site will be provided off of the entrance drive to Recreation Park. There will be two access points to accommodate safe and adequate vehicular flow through the parking lot.

12. **Building Use**

The principal use of the building will be for recreation activity space. A lobby, reception area, small office, break room for employees, prep kitchen area, restrooms and storage area will be provided on the south end of the building in the support space area.

A three-lane track will be placed around the multi-use gym. Telescoping bleacher seats for 200 spectators will be provided for use during events.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Chapter 470, Section 470.030(E) of the Unified Development Code states that a Conditional Use Permit may be granted by the City Council by ordinance provided that specific written findings of fact have been made by the Planning and Zoning Commission based upon the particular evidence presented which supports the following conclusions:

1. **the proposed conditional use complies with all applicable provisions of the Unified Development Code.**

The proposed conditional use does comply with all applicable provisions of the Unified Development Code.

- 2. it is in the interest of the public welfare or convenience and will not have a significant adverse impact on the general welfare of the neighborhood or community.**

The proposed use is in conformance with the intended uses of Recreation Park. The proposed location of the building is 400+ feet from the nearest residential structure which is located in Shadowood subdivision. Adequate access and parking areas are provided for the facility.

- 3. the proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

The proposed conditional use request will not cause injury to the value of other property in the neighborhood. The use is consistent with park activities that have been proposed for the property. Separation distance between the use and the adjacent residential property is greater than 400 feet.

- 4. it is compatible with the character of the surrounding property in terms of site planning, building scale, and project design.**

The use is consistent with uses that were previously permitted by right on the property. The building scale and site design are consistent with the existing park development. The building will be located upon ground that is at a lower elevation than Shadowood further reducing any visual impact the building may have on the subdivision.

- 5. it is compatible with the character of surrounding property in terms of operating characteristics, such as hours of operation, outdoor lighting, noise, and traffic generation.**

The proposed conditional use is compatible with the characteristics of uses that are currently conducted in the park.

- 6. the location and size of the conditional use, the nature or intensity of the proposed conditional use would prevent the development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will adversely affect the immediate neighborhood, consideration must be given to:**

- a. the location, nature and height of buildings, structures, walls, and fence on the site, and**

The proposed conditional use should not adversely affect the immediate neighborhood. The use is consistent with other uses allowed within the Park.

The building and parking areas are located at least 400 feet from the residential area, with the main entrance to the facility at the southern end of the building.

b. the nature and extent of landscaping and screening on the site.

There is some screening that currently exists upon the site. Landscaping around the building and the parking lot is required.

7. off-street parking and loading areas will be provided in accordance with the standards set forth in the Unified Development Code, and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect.

Off-street parking areas are adequate to comply with the requirements of the Unified Development Code. The proposed parking lot is to the east of the building, away from residential uses.

8. existing public facilities (infrastructure) and services are adequate to accommodate the additional demands of the proposed use or will be made to accommodate such demands without substantially increasing public expenditures.

Existing public facilities that service the site are adequate to accommodate any demands of the proposed conditional use.

9. it will not have a significant adverse impact on pedestrian safety and comfort.

The proposed conditional use will have no impact on pedestrian safety and comfort. Additional pedestrian connections are proposed as part of the project.

10. adequate access roads or entrance and exit drives will be provided and will be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys; and

The proposed conditional use will utilize an entrance and exit onto the Park access drive off South Madison Street.

11. all special conditions have been met as set forth by Chapter 420.

There are no special conditions set forth by Chapter 420 for this Conditional Use Permit request.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	September 20, 2016	September 26, 2016	October 10, 2016

STAFF RECOMMENDATION

Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #16018 Raymore Activity Center conditional use permit request to the City Council with a recommendation of approval subject to the following condition:

1. The site plan application shall be consistent with the conceptual site plan and building elevations submitted as part of this conditional use permit application. Minor modifications are permitted as final design is completed.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its September 20, 2016 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #16018 Raymore Activity Center conditional use permit request to the City Council with a recommendation of approval subject to the following condition:

1. The site plan application shall be consistent with the conceptual site plan and building elevations submitted as part of this conditional use permit application. Minor modifications are permitted as final design is completed.

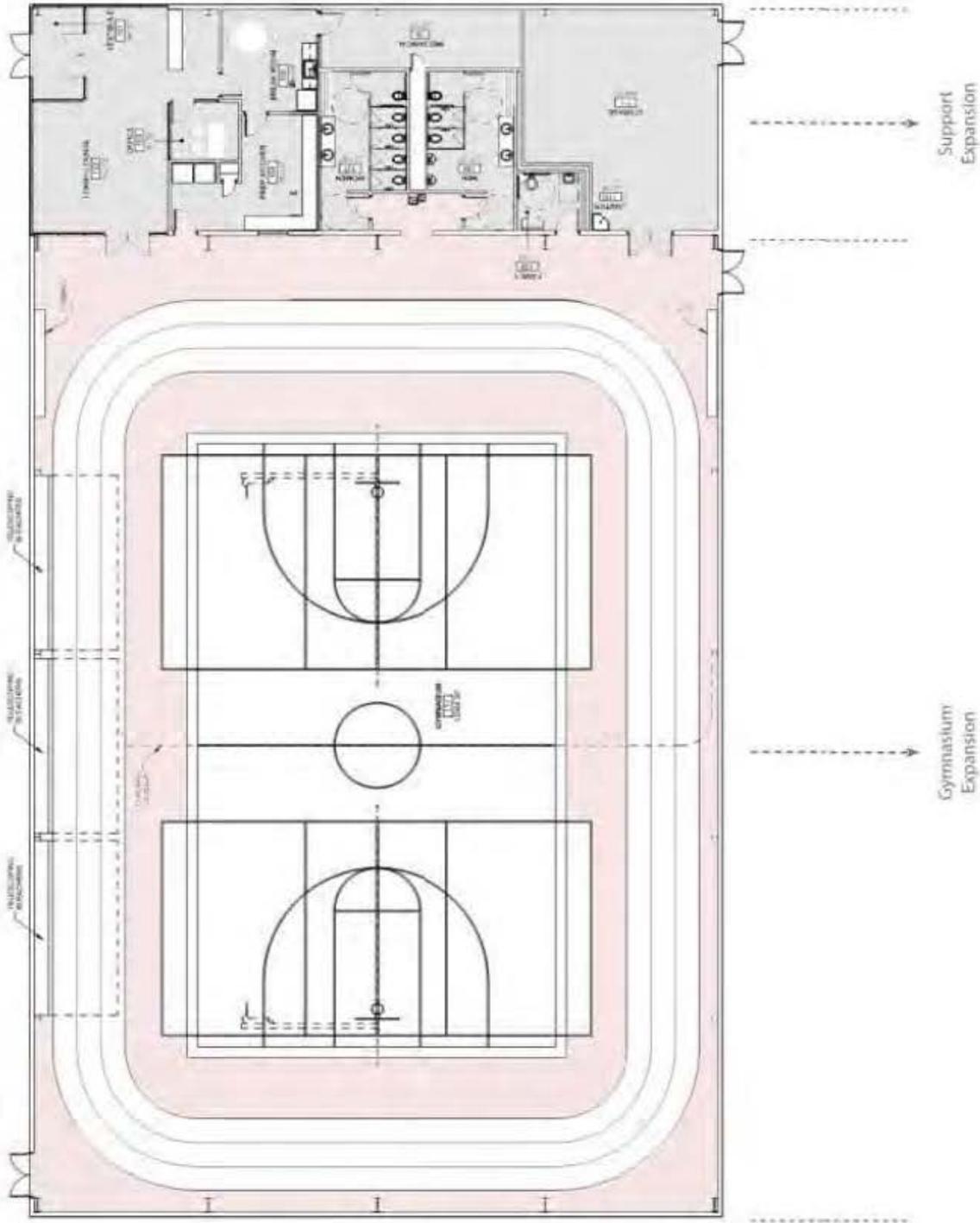
SCALE: 1" = 60'



efs architectural



Site Plan



Building Plan



Recreation Park Activity Center

sfsarchitecture

Gymnasium Interior





Recreation Park Activity Center

Running Trail View

sfsarchitecture

Planning and Zoning Commission Meeting Minutes Excerpt September 20, 2016

7. New Business

A. Case #16018 – Raymore Activity Center Conditional Use Permit, Recreation Park (public hearing)

Jim Cadoret, Community Development Director for Raymore, introduced Assistant City Manager Meredith Hauck to present the request to the Commission.

Ms. Hauck stated that the proposal before the Commission this evening is a request for a Conditional Use Permit to construct an activity center in Recreation Park. The building is a multi-purpose gym that includes a walking track and ancillary staff space. The building is proposed to be located near the entrance to the park in the field south of the existing park house. Initially there will be one gym in the building with the ability to expand the building to the west to add an additional gym. The parking lot will hold 75 vehicles, with the ability to be expanded if the building expands. There will be bleachers that can be used to hold up to 200 individuals. The building will have 4-sided architecture since there is no actual rear to the building.

Commissioner Sarsfield asked what the membership dues or fees would be for the facility.

Ms. Hauck stated that the Park Board has not discussed a fee structure for use of the building yet. The building will be primarily used for recreation programs, but there will be times the public will have access to the gym and walking track.

Commissioner Sarsfield asked if there would be different fees for non-residents to use the facility.

Ms. Hauck indicated there has not been any discussion yet on the fee schedule.

Commissioner Sarsfield asked how many employees would be working at the facility.

Ms. Hauck stated there would always be at least one City employee in the building when the facility is open. During recreation programming times there would be additional staff present.

Commissioner Sarsfield asked what hours the facility would be open.

Ms. Hauck indicated the Park Board has not yet had that discussion.

Commissioner Bowie asked about the overall size of the building.

Ms. Hauck stated the building is approximately 19,000 square feet.

Commissioner Bowie asked if the design could include a 2nd floor in the future.

Ms. Hauck stated not at this time. If the building is expanded in the future there may be some discussion on having a 2nd floor in the addition.

Commissioner Bowie asked if the project designer for the building was the same one used for the Municipal Center.

Ms. Hauck stated no, the architect for this project is SFS Architecture.

Commissioner Fizer asked if any certifications were being sought for the construction of the building.

Ms. Hauck stated not at this time.

Commissioner Berendzen asked about the size and location of the proposed building sign on the building.

Ms. Hauck stated that the sign would likely be placed on the west building wall to allow visibility from Madison Street. The size of the sign has not yet been determined.

Commissioner Bowie asked if a monument sign was being proposed for the building.

Ms. Hauck stated there may be a sign incorporated into the site in the future.

Mr. Cadoret provided the staff report for the project. A conditional use permit (CUP) is required for any new building proposed to be constructed on City property. Should the CUP be approved, then a site plan will be required for the project.

Mr. Cadoret stated the staff report included photographs of the site and indicated the property is zoned PR, Parks, Recreation and Public Use. The park is 90 acres in size. A CUP request does require a public hearing and Mr. Cadoret introduced the following items into the record: 1) mailed notices to adjoining property owners; 2) notice of publication in the Journal; 3) Unified Development Code; 4) Application; 5) Growth Management Plan; 6) staff report; 7) conceptual site plan; and 8) conceptual building elevations.

Mr. Cadoret indicated that the requirements and standards for reviewing a CUP application were included in the staff report. He also provided the history of previous actions on or near the property.

Mr. Cadoret stated that the UDC does not have a specific parking requirement for the facility, but that the 75 spaces provides a parking ratio of 1 parking space per 250 square feet of gross floor area. The requirement for a commercial retail facility is 1 parking space per 300 square feet of gross floor area. He also stated that additional parking spaces are available in the park near the facility.

Mr. Cadoret stated the building materials to be used include masonry block with EIFS above the masonry block. Clearstory windows will be added to the north and south building elevations. Pedestrian access will be provided from the front entrance to the trail to the north.

Mr. Cadoret stated staff has provided the Commission with proposed Findings of Fact and that staff recommends the Commission accept the proposed findings and forwards the case to the City Council with a recommendation of approval subject to the following condition:

1. The site plan application shall be consistent with the conceptual site plan and building elevations submitted as part of this conditional use permit application. Minor modifications are permitted as final design is completed.

Chairman Faulkner opened the floor to the public, and opened the public hearing, at 7:22 p.m.

There were no public comments provided.

Chairman Faulkner closed the floor to the public, and closed the public hearing, at 7:22 p.m.

Commissioner Bowie asked about future plans to expand the parking area.

Ms. Hauck indicated that there is land area east of the parking lot wherein additional parking could be added in the future.

Commissioner Bowie asked about the height of the building.

Ms. Hauck stated she did not know the exact height of the building. It was mentioned that the maximum height allowed for the building is thirty-five feet (35').

Mayor Tumbow commented that it may be easier to square off the parking lot area to provide more parking spaces and asked if other designs for the parking lot were being considered.

Ms. Hauck stated that the design team and City staff are having those discussions now and will look at alternate designs.

Chairman Faulkner noted that the details on the parking lot, such as ADA spaces, will be included as part of the site plan that must be submitted for Commission approval.

Motion by Commissioner Anderson, Second by Commissioner Sarsfield to accept the staff proposed findings of fact and forward case #16018, Raymore Activity Center Conditional Use Permit, to the City Council with a recommendation of approval subject to the following condition:

- 1. The site plan application shall be consistent with the conceptual site plan and building elevations submitted as part of this conditional use permit application. Minor modifications are permitted as final design is completed.**

Vote on Motion:

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

Motion passed 8-0-0.



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: September 26, 2016

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Community Development

- | | | | |
|------------------------------------|-------------------------------------|---------------------------------------|--|
| <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

Request Council to hold a public hearing on each undeveloped lot that has been determined to meet the requirement to have sidewalk installed.

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: n/a
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

UDC Section 445.030K
Staff Report for each undeveloped lot

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

On January 1, 2016 staff identified 14 undeveloped lots that met the threshold requirement under the Unified Development Code to have sidewalk installed. Each lot owner was given until August 1, 2016 to have sidewalk installed. Three lot owners complied with the requirement and one lot was sold. The remaining 10 lot owners were provided notice of non-compliance with code and notified that a public hearing would be held by City Council on September 26, 2016 to determine if the City is to install the sidewalk and levy a special assessment against the lot for the costs thereof. A staff report has been prepared for each lot identifying specific information about that property.

Upon completion of each public hearing staff requests council to determine if the City is to install sidewalk upon the lot. A resolution confirming the decision made on each lot will then be presented to City Council at its October 10, 2016 meeting.

City of Raymore Unified Development Code

Chapter 445: Subdivision Design and Improvements

Section 445.030 Subdivision Design and Layout

K. Sidewalks *(Amendment 17 – Ordinance 2014-005 2.10.14)*

1. Requirement

a. Residential developments

- (1) Sidewalks shall be installed on both sides of all public streets except upon lots greater than 3 acres in size, or in the case of a residential subdivision, when the average lot size is greater than 3 acres.
- (2) Sidewalks shall be installed in the right-of-way, 1 foot from the property line adjacent to the street, along the street frontage of all lots.
- (3) Sidewalks along private streets shall be determined as part of preliminary plat review.

b. Commercial, Industrial and all other developments

- (1) Sidewalks shall be installed on both sides of all public streets.
- (2) Sidewalks shall be installed in the right-of-way, 1 foot from the property line adjacent to the street, along the street frontage of all lots.
- (3) Sidewalks shall be provided along one side of access drives and shall connect to sidewalks along all public streets adjacent to the development.

2. Installation of Sidewalks

a. Residential developments *(Amendment 8 – Ordinance 2011-9 2.28.11) (Amendment 12 – Ordinance 2012-050 6.25.12) (Amendment 22 - Ordinance 2015-068 - 9.14.15) (Amendment 23 - Ordinance 2015-091 - 12.28.15)*

- (1) Sidewalks on an individual lot shall be installed along all public streets adjacent to the lot prior to the issuance of a certificate of occupancy for the structure on the lot.
- (2) Sidewalks in common areas that are not adjacent to any lot(s) shall be installed at the time public improvements are installed. All other sidewalk in common areas shall be installed by the owner of the common area at the time adjacent lot(s) are developed.
- (3) Sidewalks along local roads adjacent to land not included in the subdivision phase shall be installed at the time public improvements are installed.
- (4) Sidewalks along arterial or collector streets shall be installed at the time public improvements are installed.
- (5) The owner of any undeveloped lot within the subdivision or subdivision phase shall be required to construct a sidewalk on that lot when:

- (a) 66% or more of the lots on the same side of the street in the same block already have a sidewalk; and
 - (b) it has been 3 years from the date the first Certificate of Occupancy was issued in the subdivision or subdivision phase that contains the undeveloped lot.
- (6) If any portion of a corner lot has frontage along a street that meets the threshold of sub-section 5 above then sidewalk is required to be installed on all street frontages of the corner lot.
- (7) Should any sidewalk not be completed within the required time period, the city may, after holding a public hearing, proceed with constructing the sidewalk and levy a special assessment against the property owner for the costs thereof.
- (8) Any final plat approved after the effective date of this Code shall include a note on the plat that includes the language stated in Section 445.030K2a5.
- (9) After holding a public hearing, the City Council shall consider the following factors in its deliberation to determine if the City is to install a sidewalk on an undeveloped lot and levy a special assessment against the property owner for the costs thereof:
 - (a) Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.
 - (b) Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.
 - (c) Whether installation of the sidewalk segment eliminates a safety concern.
 - (d) The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.
 - (e) The likelihood that the lot would be developed within the next year.
 - (f) Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenity such as a pool.
 - (g) Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.
 - (h) Whether the sidewalk was required under a previously adopted City Code provision.

b. Commercial, Industrial and all other developments

- (1) All required sidewalks shall be installed upon the lot under development prior to the issuance of a certificate of occupancy for any building upon the lot.

c. Construction Standards *(Amendment 11 – Ordinance 2011-52 8.08.11)*

All sidewalks shall be constructed according to the Kansas City Metro Materials Board (KCMMB) 4K concrete material specification and City of Raymore Standard Specifications and Design Criteria.

3. Sidewalk width

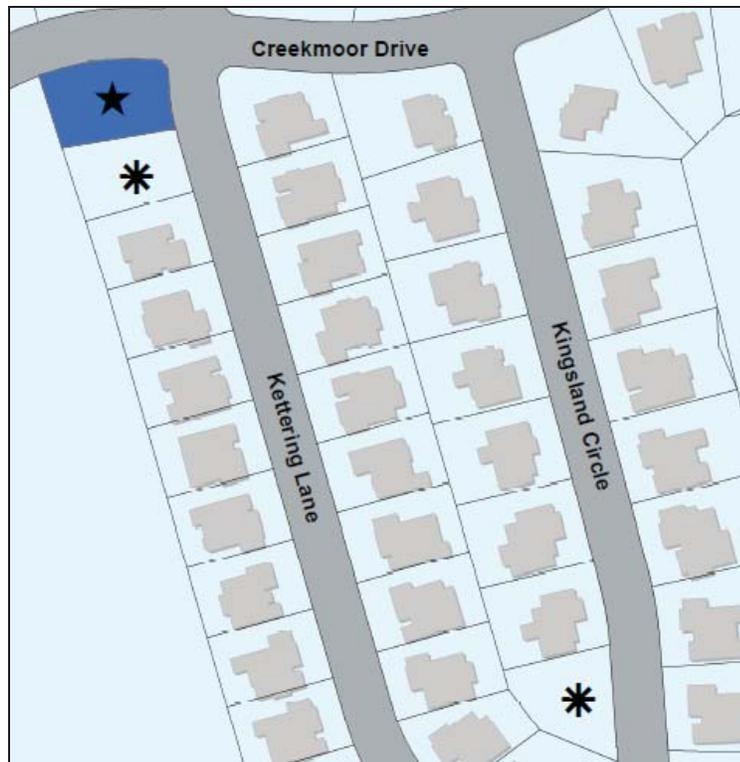
- a.** Sidewalks along any street classified in the Transportation Master Plan as a collector or arterial shall be at least 5 feet in width.
- b.** Sidewalks along any other public street shall be at least 4 feet in width.
- c.** Sidewalks along any access drive shall be at least 4 feet in width.

Note: An undeveloped lot is defined as a lot, tract, or other parcel of land without a principal building (home) upon the property.



Sidewalk Required on Undeveloped Lot

Property Location: 1230 Kettering Lane
Legal Description: Edgewater at Creekmoor Lot 1
Property Owner: Donald C. & Elizabeth T. Stoneman



STAFF COMMENTS:

1. On 1/19/2016 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. Subject property will require that an ADA ramp be installed.
3. Subject property is a corner lot and sidewalk will be required to be installed on both Creekmoor Drive and Kettering Lane. Threshold requirement is met on Kettering Lane.

STAFF PROPOSED FINDINGS:

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**
Yes, this segment would create a continuous sidewalk to Creekmoor Drive and on to Foxridge Drive and the school.
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**
Yes, this segment will allow a resident to walk from the subdivision to the trail along Foxridge Drive.
3. **Whether installation of the sidewalk segment eliminates a safety concern.**
Yes, the sidewalk segment eliminates the need to walk in the street.
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**
Edgewater First Plat is 90% completed. All three undeveloped lots in the subdivision phase meet the threshold this year to have sidewalk installed.
5. **The likelihood that the lot would be developed within the next year.**
Unknown as to current owners plan to build upon the lot.
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenity such as a pool.**
This segment would provide connectivity to the subdivision pool.
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**
Yes, this segment adds to the connectivity with the Remington subdivision to the south.
8. **Whether the sidewalk was required under a previously adopted City Code provision.**
Yes, sidewalk was required under a previous City Code provision.



Sidewalk Required on Undeveloped Lot

Property Location: 1228 Kettering Lane
Legal Description: Edgewater at Creekmoor Lot 2
Property Owner: Dennis B. & Toni R. Markham



STAFF COMMENTS:

1. On 1/19/2016 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. A total of three lots in this subdivision phase meet the requirement to have sidewalk installed.

STAFF PROPOSED FINDINGS:

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**
Yes, this segment would create a continuous sidewalk to Creekmoor Drive and on to Foxridge Drive and the school.
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**
Yes, this segment will allow a resident to walk from the subdivision to the trail along Foxridge Drive.
3. **Whether installation of the sidewalk segment eliminates a safety concern.**
Yes, the sidewalk segment eliminates the need to walk in the street.
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**
Edgewater First Plat is 90% completed. All three undeveloped lots in the subdivision phase meet the threshold this year to have sidewalk installed.
5. **The likelihood that the lot would be developed within the next year.**
Unknown as to current owners plan to build upon the lot.
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenity such as a pool.**
This segment would provide connectivity to the subdivision pool.
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**
Yes, this segment adds to the connectivity with the Remington subdivision to the south.
8. **Whether the sidewalk was required under a previously adopted City Code provision.**
Yes, sidewalk was required under a previous City Code provision.



Sidewalk Required on Undeveloped Lot

Property Location: 1206 Kingsland Circle/ 1206 Kettering Lane
Legal Description: Edgewater at Creekmoor Lot 13
Property Owner: William R. & Shirley Baum



STAFF COMMENTS:

1. On 1/19/2016 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. Subject property will require that an ADA ramp be installed.
3. Subject property is a corner lot and sidewalk will be required to be installed on both Kettering Lane and Kingsland Circle. Threshold requirement is met on Kettering Lane.

4. On 6/30/2016 the property owner sent a letter to the City requesting an extension to the deadline to install sidewalk.

STAFF PROPOSED FINDINGS:

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**
Yes, this segment would create a continuous sidewalk to Creekmoor Drive and on to Foxridge Drive and the school.
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**
Yes, this segment will allow a resident to walk from the subdivision to the trail along Foxridge Drive.
3. **Whether installation of the sidewalk segment eliminates a safety concern.**
Yes, the sidewalk segment eliminates the need to walk in the street.
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**
Edgewater First Plat is 90% completed. All three undeveloped lots in the subdivision phase meet the threshold this year to have sidewalk installed.
5. **The likelihood that the lot would be developed within the next year.**
Unknown as to current owners plan to build upon the lot.
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenity such as a pool.**
Yes, this segment would provide connectivity to the subdivision pool.
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**
Yes, this segment adds to the connectivity with the Remington subdivision to the south.
8. **Whether the sidewalk was required under a previously adopted City Code provision.**
Yes, sidewalk was required under a previous City Code provision.

June 30, 2016

James A Cadoret
Community Development Director
City of Raymore

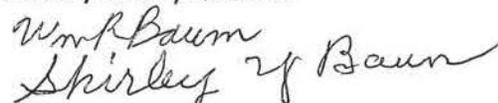
I am writing this letter as a follow-up of our June 27, 2016 phone conversation and to ask for an extension of the August 1, 2016 deadline for construction of the sidewalks at 1206 Kingsland Circle.

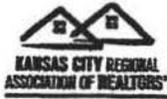
We purchased this lot with the intention of re-selling it. The salesman said we shouldn't need to list it with a realtor as other lots have sold with just a "For Sale by Owner" sign. This was in August 2012. In January 2017, we will have to start paying HOA dues in the amount of \$78 per month, and if the current HOA proposal is approved an additional \$35 per month for a total of \$113 per month. We have the lot listed with Lonnie Branson at Keller-Williams. (see attached) In the time we have owned the lot, we have had about 6 inquiries and these were in the first 2 year period.

If we had to have sidewalks constructed on both sides of this corner lot, it would cost about \$4800. As a retired couple, this would put a financial strain on us. I'm sure you know company pensions normally do not have built in increases. I retired 25 years ago, and my retirement distribution is the same now as in 1991. Also, social security has skipped any increase several times in the past few years. If we have to construct sidewalks, it would have to be with borrowed money.

Please consider this matter with your utmost diligence.

Thank you for your time.


William and Shirley Baum
603 Lakeview Dr.
Raymore, MO



CHANGE FORM REVISION OF LISTING AGREEMENT/BUYER AGENCY AGREEMENT

1 **SELLER/BUYER:** William R. & Shirley Y. Baum (H:W)
2 **PROPERTY (if applicable):** 1206 Kingland Circle - Raymore, MO 64083
3 **DATE:** 6/15/2016 **LICENSEE:** Lonnie Branson

4
5 **1. REVISION OF LISTING AGREEMENT** **MLS#** 1923005
6 The terms of the Listing Agreement between SELLER and Keller Williams Southland Partners, LLC
7 (BROKERAGE) dated 2/17/2015 are hereby modified as follows:

8
9 **(Check applicable box(es)):**
10 Current Price \$ 37,000 Changed To \$ 34,900
11 Extend Listing Period From _____ To _____
12 Commission Is Revised From _____ To _____
13 Other Changes: _____
14
15

16
17 **2. REVISION OF BUYER AGENCY AGREEMENT**
18 The terms of the Buyer Agency Agreement between BUYER and _____
19 (BROKERAGE) dated _____ are hereby modified as follows:

20
21 **(Check applicable box(es)):**
22 Extend Buyer Agency From _____ To _____
23 Commission Is Revised From _____ To _____
24 Other Changes: _____
25
26

27
28
29 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
30 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
31 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

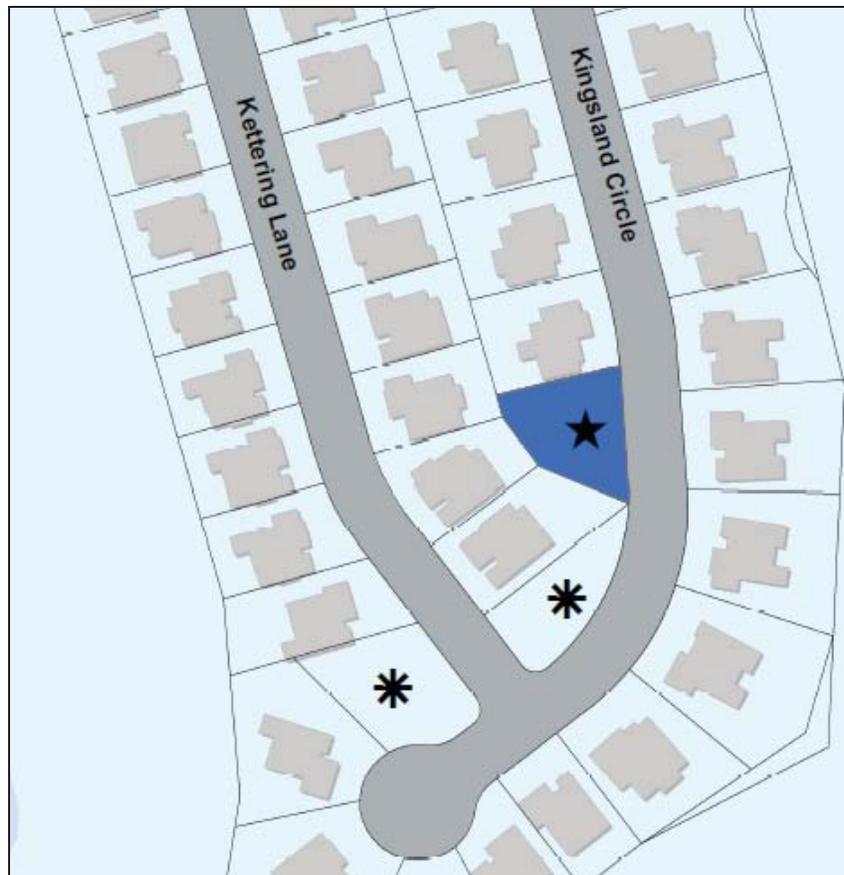
32
33
34
35 **BROKER SIGNATURE:** Lonnie Branson 6/15/16 **SELLER** **BUYER** 6-18-16 **DATE**
36 William R. & Shirley Y. Baum 6-18-16 **SELLER** **BUYER** **DATE**
37
38

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last Revised 07/15. All previous versions of this document may no longer be valid. Copyright January 2016.



Sidewalk Required on Undeveloped Lot

Property Location: 1214 Kingsland Circle
Legal Description: Edgewater at Creekmoor Second Plat Lot 37
Property Owner: Derek M. & Pamela Mills



STAFF COMMENTS:

1. On 1/19/2016 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. Property owner has been working with staff regarding plans for a proposed home on the lot. A variance may be necessary to fit a home upon the property due to its unique shape.

STAFF PROPOSED FINDINGS:

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**
Yes, this segment would create a continuous sidewalk to Creekmoor Drive and on to Foxridge Drive and the school.
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**
Yes, this segment will allow a resident to walk from the subdivision to the trail along Foxridge Drive.
3. **Whether installation of the sidewalk segment eliminates a safety concern.**
Yes, the sidewalk segment eliminates the need to walk in the street.
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**
Edgewater Second Plat is 90% completed. The two undeveloped lots in the subdivision phase meet the threshold this year to have sidewalk installed.
5. **The likelihood that the lot would be developed within the next year.**
The lot owner indicates it is likely he will construct a home on the lot within the next year.
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenity such as a pool.**
Yes, this segment would provide connectivity to the subdivision pool.
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**
Yes, this segment adds to the connectivity with the Remington subdivision to the south.
8. **Whether the sidewalk was required under a previously adopted City Code provision.**
Yes, sidewalk was required under a previous City Code provision.



Sidewalk Required on Undeveloped Lot

Property Location: 1208 Kingsland Circle/ 1207 Kettering Lane
Legal Description: Edgewater at Creekmoor Second Plat Lot 38
Property Owner: John K. & Phyllis A. Prouty



STAFF COMMENTS:

1. On 1/19/2016 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. Subject property will require that an ADA ramp be installed.
3. Subject property is a corner lot and sidewalk will be required to be installed on both Kettering Lane and Kingsland Circle. Threshold requirement is met on both Kettering Lane and Kingsland Circle.

4. On 6/15/2016 the property owner requested information on sidewalk contractors that could do the installation.

STAFF PROPOSED FINDINGS:

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**
Yes, this segment would create a continuous sidewalk to Creekmoor Drive and on to Foxridge Drive and the school.
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**
Yes, this segment will allow a resident to walk from the subdivision to the trail along Foxridge Drive.
3. **Whether installation of the sidewalk segment eliminates a safety concern.**
Yes, the sidewalk segment eliminates the need to walk in the street.
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**
Edgewater Second Plat is 90% completed. The two undeveloped lots in the subdivision phase meet the threshold this year to have sidewalk installed.
5. **The likelihood that the lot would be developed within the next year.**
Unknown as to current owners plan to build upon the lot.
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenity such as a pool.**
Yes, this segment would provide connectivity to the subdivision pool.
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**
Yes, this segment adds to the connectivity with the Remington subdivision to the south.
8. **Whether the sidewalk was required under a previously adopted City Code provision.**
Yes, sidewalk was required under a previous City Code provision.



Sidewalk Required on Undeveloped Lot

Property Location: 809 Creekmoor Pond Lane/ 1318 Wiltshire Blvd
Legal Description: Southern Hills at Creekmoor Second Plat Lot 65
Property Owner: Ismail Abdulkareen & Hamida Naqama



STAFF COMMENTS:

1. On 1/12/2015 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. On 7/20/2015 staff discussed the installation requirement with the property owner and explained the process if installation was not completed by 8/1/2015.
3. Subject property has sidewalk installed on a portion of the lot, including the ADA ramp.

4. Subject property is a corner lot and sidewalk will be required to be installed on both Creekmoor Pond Lane and Wiltshire Boulevard. Threshold requirement is met on Wiltshire Boulevard.
5. At its 9/14/2015 meeting Council voted to grant the property owner a one-year extension to install the sidewalk.
6. In 2015 sidewalk was installed by the City on four undeveloped lots in the subdivision phase.
7. On 1/19/2016 the property owner was provided notice to install sidewalk on the undeveloped lot.

STAFF PROPOSED FINDINGS:

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**
Yes, this segment would create a continuous sidewalk to Foxridge Drive and then north to the school.
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**
Yes, this segment will allow a resident to walk from the subdivision to the trail along Foxridge Drive.
3. **Whether installation of the sidewalk segment eliminates a safety concern.**
Yes, the sidewalk segment eliminates the need to walk in the street.
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**
Southern Hills Second Plat is 92% completed. The remaining four undeveloped lots have sidewalk installed.
5. **The likelihood that the lot would be developed within the next year.**
Unknown as to current owners plan to build upon the lot.
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenity such as a pool.**
This segment would provide connectivity to the subdivision pool.
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**
Yes, this segment adds to the connectivity with the Remington subdivision to the south.
8. **Whether the sidewalk was required under a previously adopted City Code provision.**
Yes, sidewalk was required under a previous City Code provision.



Sidewalk Required on Undeveloped Lot

Property Location: 1425 Young Circle
Legal Description: Westbrook at Creekmoor Fourth Plat Lot 98
Property Owner: Mustafa A. & Tandina C. Kamal



STAFF COMMENTS:

1. On 1/19/2016 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. There are three undeveloped lots in the subdivision phase. One lot had sidewalk installed by property owner. The remaining two lots meet the threshold to have sidewalk installed.

STAFF PROPOSED FINDINGS:

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**
Yes, this segment would create a continuous sidewalk to Cross Creek Drive and on to Foxridge Drive and the school.
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**
Yes, this segment will allow a resident to walk from the subdivision to the trail along Foxridge Drive.
3. **Whether installation of the sidewalk segment eliminates a safety concern.**
Yes, the sidewalk segment eliminates the need to walk in the street.
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**
Westbrook 4th Plat is 90% completed. All three undeveloped lots in the subdivision phase meet the threshold this year to have sidewalk installed. One property owner has installed sidewalk.
5. **The likelihood that the lot would be developed within the next year.**
Unknown as to current owners plan to build upon the lot.
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenity such as a pool.**
This segment would provide connectivity to the subdivision pool.
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**
No, this segment is some distance from any other subdivision.
8. **Whether the sidewalk was required under a previously adopted City Code provision.**
Yes, sidewalk was required under a previous City Code provision.



Sidewalk Required on Undeveloped Lot

Property Location: 1400 Young Circle
Legal Description: Westbrook at Creekmoor Fourth Plat Lot 111
Property Owner: Terry H. & Linda A. Martens



STAFF COMMENTS:

1. On 1/19/2016 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. There are three undeveloped lots in the subdivision phase. One lot had sidewalk installed by property owner. The remaining two lots meet the threshold to have sidewalk installed.

STAFF PROPOSED FINDINGS:

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**
Yes, this segment would create a continuous sidewalk to Cross Creek Drive and on to Foxridge Drive and the school.
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**
Yes, this segment will allow a resident to walk from the subdivision to the trail along Foxridge Drive.
3. **Whether installation of the sidewalk segment eliminates a safety concern.**
Yes, the sidewalk segment eliminates the need to walk in the street.
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**
Westbrook 4th Plat is 90% completed. All three undeveloped lots in the subdivision phase meet the threshold this year to have sidewalk installed. One property owner has installed sidewalk.
5. **The likelihood that the lot would be developed within the next year.**
Unknown as to current owners plan to build upon the lot.
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenity such as a pool.**
This segment would provide connectivity to the subdivision pool.
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**
No, this segment is some distance from any other subdivision.
8. **Whether the sidewalk was required under a previously adopted City Code provision.**
Yes, sidewalk was required under a previous City Code provision.



Sidewalk Required on Undeveloped Lot

Property Location: 429 Pierse Hollow Street
Legal Description: The Estates at Knoll Creek Lot 5
Property Owner: Knoll Creek LLC



STAFF COMMENTS:

1. On 1/19/2016 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. There are fifteen undeveloped lots remaining in the subdivision phase. There are four additional lots wherein homes are currently under construction.

3. In 2015 sidewalk was installed by the City on four undeveloped lots in the subdivision phase.

STAFF PROPOSED FINDINGS:

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**
No, this segment would not create a continuous sidewalk to a school.
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**
No, this segment will not allow a resident to walk from the subdivision to a trail.
3. **Whether installation of the sidewalk segment eliminates a safety concern.**
Yes, the sidewalk segment eliminates the need to walk in the street.
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**
Knoll Creek Estates is 66% completed.
5. **The likelihood that the lot would be developed within the next year.**
Unknown as to current owners plan to build upon the lot.
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenity such as a pool.**
No, this segment would not provide connectivity to an amenity in the subdivision.
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**
No, this segment is some distance from any other subdivision.
8. **Whether the sidewalk was required under a previously adopted City Code provision.**
Yes, sidewalk was required under a previous City Code provision.



Sidewalk Required on Undeveloped Lot

Property Location: 727 Indian Grass Way
Legal Description: Meadowood of The Good Ranch 2nd Plat Lot 56-A
Property Owner: Good-Otis LLC



STAFF COMMENTS:

1. On 1/19/2016 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. There are twenty-two undeveloped lots remaining in the subdivision phase. There are seven additional lots wherein homes are currently under construction.

3. The property owner contacted staff and has indicated the lot is under contract for sale to a home builder.

STAFF PROPOSED FINDINGS:

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**
Yes this segment would create a continuous sidewalk to a school, though the school is some distance away.
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**
Yes this segment will allow a resident to walk from the subdivision to a trail.
3. **Whether installation of the sidewalk segment eliminates a safety concern.**
Yes, the sidewalk segment eliminates the need to walk in the street.
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**
Meadowood of the Good Ranch 2nd Plat is 44% completed.
5. **The likelihood that the lot would be developed within the next year.**
There is likelihood that the buyer of the lot will construct a home on the lot in the next year.
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenity such as a pool.**
Yes this segment would provide connectivity to an amenity in the subdivision.
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**
Yes this segment would create a continuous sidewalk to The Meadows to the north.
8. **Whether the sidewalk was required under a previously adopted City Code provision.**
Yes, sidewalk was required under a previous City Code provision.



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: September 16, 2016

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

Bill 3207 Budget Amendment - FY16 Operating Funds

FINANCIAL IMPACT

Award To:

Amount of Request/Contract: \$75,139

Amount Budgeted: \$20,694,664

Funding Source/Account#: General, Restricted, Park & Enterprise Funds

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Approval of Bill 3207

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3207 Budget Amendment - FY16 Operating Budget

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

During the course of Fiscal Year 2016 several operating transactions occurred that require a budget amendment. The Finance staff has accumulated these items to be addressed as a single budget amendment.

1) Strategic Plan -advertising and promoting the reimagine campaign. \$30,000

This amount is being transferred from the Restricted Revenue Fund therefor for accounting purposes it is listed in the ordinance as an increased expenditure budget for both the General Fund to increase the contractual budget and the Restricted Revenue Fund to transfer the funds to the General Fund, which is also listed as the General Fund revenue transfer in. The Restricted Revenue Fund - Strategic Plan current balance is \$30,000.

2) Recreation program revenues and expenditures exceeded budget. \$15,105

3) Meter Supplies - the enterprise fund budgeted for only 75 new home starts for meter installation. With the increased building activity the budgeted revenue and expenditures need to be increased. \$34,000

BILL 3207

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2016 OPERATING BUDGET.”

WHEREAS, the Fiscal Year 2016 budget was adopted by the Raymore City Council; and

WHEREAS, during 2015 and 2016 the Administration Department of the General Fund experienced more advertising expenditures than budgeted due to the strategic plan; and

WHEREAS, during 2015 and 2016 the Parks and Recreation Fund experienced more recreation activity than budgeted leading to additional program revenues and program expenditures; and

WHEREAS, during 2015 and 2016 the Enterprise Fund experienced more construction activity than budgeted leading to additional water meter supply fees and additional water tap expenditures; and

WHEREAS, staff recommends amending FY 2016 Operating Budget.

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 Operating Budget is amended as follows:

<u>Revenues</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
General Fund	\$9,311,234	\$9,341,234	\$30,000
Park Fund	\$989,048	\$1,004,153	\$15,105
Enterprise Fund	\$6,380,350	\$6,414,350	\$34,000
<u>Expenditures</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
General Fund - Admin (01-01)	\$1,158,141	\$1,188,141	\$30,000
Restricted Revenue Fund (04)	\$1,721,936	\$1,751,936	\$30,000
Park Fund - Recreation (25-26)	\$526,921	\$542,026	\$15,105
Enterprise Fund - Water (50-20)	\$3,211,077	\$3,245,077	\$34,000

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

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

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

DULY READ THE FIRST TIME THIS 12TH DAY OF SEPTEMBER 2016.

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

Date of Signature



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: September 21, 2016

SUBMITTED BY: Matthew Tapp

DEPARTMENT: Economic Development

<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 3209 - CID Agreement for the 58 Highway and Dean Avenue CID

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
N/A	N/A

STAFF RECOMMENDATION

Approval of the CID Agreement

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff report prepared by Gilmore & Bell, P.C.

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

See attached staff report prepared by Gilmore & Bell, P.C.

816-221-1000
FAX: 816-221-1018
WWW.GILMOREBELL.COM


GILMORE BELL
GILMORE & BELL, A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

OTHER OFFICES:
ST. LOUIS, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

September 21, 2016

TO: Raymore City Council

FROM: David Bushek

RE: Cooperative Agreement (the “**Agreement**”) for the Highway 58 and Dean Avenue Community Improvement District (the “**District**”)

On February 22, 2016, the City Council conducted a public hearing to consider the Highway 58 and Dean Avenue Community Improvement District Petition (the “**Petition**”). On March 28, 2016, the City Council adopted Ordinance No. 2016-019 approving the Petition and the formation of the District. The ordinance to approve the Petition and the formation of the District includes a section which requires the City, District and Developer (the “**Parties**”) to execute a cooperative agreement to implement the Petition.

The Agreement is presented to Council in satisfaction of that ordinance condition. The Agreement contains the rights, duties and obligations required by the Parties to implement the Petition. A few of the key terms of the Agreement are summarized as follows:

Property: About 3 acres at the southeast corner of Highway 58 and Dean Avenue, currently bring graded and prepared for development.

District Sales Tax: The District will impose a 1.0% sales tax for about 17 years.

Administrative Costs: The Agreement includes a provision for the annual funding of costs incurred by the City to administer and enforce the District Sales Tax and Agreement, so that the City will not fund the costs associated with this administration and enforcement through the General Fund.

Distribution of the District Sales Tax: The Highway 58 and Dean Avenue Tax Increment Financing Plan (the “**TIF Plan**”) will capture half of all District Sales Tax Revenues as EATs, which can then be expended on TIF-eligible Reimbursable Project Costs. The uncaptured portion of the District Sales Tax Revenues must be expended on public improvements that are constructed for the project.

CID Improvements: Developer will construct the improvements which will be reimbursed with CID revenues. The Developer will determine which public improvements that are constructed for the project will be funded by the CID, up to the maximum hard cost amount of \$387,525. Developer will be reimbursed with interest, upon the same terms and conditions as provided in the TIF Agreement.

Lease or Sale to Third Parties: In the event that property within the District is leased or transferred, the Developer will include a provision in the lease or sale document stating that the property is within a CID District and imposes a sales tax on eligible retail sales.

BILL 3209

ORDINANCE

“AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT AMONG THE CITY OF RAYMORE, MISSOURI, THE HIGHWAY 58 AND DEAN AVENUE COMMUNITY IMPROVEMENT DISTRICT AND RAYMORE PARTNERS, LLC TO IMPLEMENT THE HIGHWAY 58 AND DEAN AVENUE COMMUNITY IMPROVEMENT DISTRICT.”

WHEREAS, the City Council of the City of Raymore, Missouri (the “City Council”), did on February 22, 2016 hold a public hearing considering the formation of the Highway 58 and Dean Avenue Community Improvement District (the “District”) and the Petition to Establish the Highway 58 and Dean Avenue Community Improvement District (the “Petition”); and

WHEREAS, on March 28, 2016, the City Council did pass Ordinance No. 2016-019, which approved the formation the District and the Petition; and

WHEREAS, the Ordinance requires that the District and Raymore Partners, LLC (the “Developer”) enter into a cooperative agreement with the City to implement the goals and objectives of the Petition, including the administration of the District Sales Tax Revenues; and

WHEREAS, the City now desires to enter into a cooperative agreement with the District and the Developer to set forth their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and the use of the District Sales Tax Revenues; and

WHEREAS, the City Council hereby determines that it is in the best interest of the City to enter into a cooperative agreement with the District and the Developer in substantially the form attached hereto.

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

Section 1. The City Council hereby approves, and the Mayor is hereby authorized to execute the Cooperative Agreement which shall be substantially in the form attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Mayor, the Mayor’s signature thereon being conclusive evidence of his approval thereof.

Section 2. City officers and agents of the City are each hereby authorized and directed to take such actions, execute such other documents, certificates and instruments and engage such consultants as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Section 4. Effective Date. This Ordinance shall be in full force and effective from and after its passage, adoption, and approval by the Mayor.

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 26TH DAY OF SEPTEMBER, 2016.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF OCTOBER, 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

Approved as to form:

City Attorney

COOPERATIVE AGREEMENT

among the

CITY OF RAYMORE, MISSOURI,

the

HIGHWAY 58 AND DEAN AVENUE COMMUNITY IMPROVEMENT DISTRICT,

and

RAYMORE PARTNERS, LLC

dated as of

October 10, 2016

COOPERATIVE AGREEMENT

Table of Contents

	<u>Page</u>
ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS.....	1
Section 1.1. Recitals and Exhibits.....	1
Section 1.2. Definitions.....	1
ARTICLE 2: REPRESENTATIONS.....	4
Section 2.1. Representations by the District.....	4
Section 2.2. Representations by the City.....	4
Section 2.3. Representations by the Developer.....	5
ARTICLE 3: DISTRICT SALES TAX.....	6
Section 3.1. Imposition of the District Sales Tax.....	6
Section 3.2. Collection and Administration of the District Sales Tax.....	6
Section 3.3. Operating Costs.....	6
Section 3.4. Enforcement of the District Sales Tax.....	7
Section 3.5. Distribution of the District Sales Tax Revenue.....	7
Section 3.6. Records of the District Sales Tax.....	8
Section 3.7. Repeal of the District Sales Tax.....	8
ARTICLE 4: FINANCING DISTRICT PROJECTS.....	9
Section 4.1. Design and Construction of CID Improvements.....	9
Section 4.2. Financing the CID Improvements.....	9
Section 4.3. Ownership and Maintenance of CID Improvements.....	9
Section 4.4. Annual Budget.....	9
Section 4.5. New CID Improvements.....	9
ARTICLE 5: DISTRICT OPERATIONS AND MANAGEMENT.....	10
Section 5.1. Composition of the Board of Directors and Officers.....	10
Section 5.2. District Meetings.....	10
ARTICLE 6: SPECIAL COVENANTS.....	10
Section 6.1. Records of the District.....	10
Section 6.2. Consent by Developer, Tenants and Transferees.....	10
Section 6.3. Collateral Assignment.....	11
ARTICLE 7: DEFAULTS AND REMEDIES.....	12
Section 7.1. Default and Remedies.....	12
Section 7.2. Rights and Remedies Cumulative.....	12
Section 7.3. Waiver of Breach.....	12
Section 7.4. Excusable Delays.....	13
ARTICLE 8: MISCELLANEOUS.....	13
Section 8.1. Effective Date and Term.....	13
Section 8.2. Immunities.....	13
Section 8.3. Modification.....	13
Section 8.4. Jointly Drafted.....	13
Section 8.5. Applicable Law.....	13
Section 8.6. Validity and Severability.....	13
Section 8.7. Execution of Counterparts.....	14
Section 8.8. City Approvals.....	14
Section 8.9. District Approvals.....	14

Index of Exhibits

- Exhibit A CID Improvements
- Exhibit B Form of Letter to the Missouri Department of Revenue

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“**Agreement**”), entered into as of this 10th day of October, 2016, by and between the **CITY OF RAYMORE, MISSOURI**, a municipal corporation and constitutional charter city of the State of Missouri (the “**City**”), and the **HIGHWAY 58 AND DEAN AVENUE COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (“**District**” or “**CID**”), and **RAYMORE PARTNERS, LLC** (the “**Developer**”), a Missouri limited liability company (the City, the District and the Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, the City Council of the City of Raymore, Missouri (the “**City Council**”), did on March 28, 2016, pass Ordinance No. 2016-019, which approved the formation of the District and the Petition to Establish the Highway 58 and Dean Avenue Community Improvement District (the “**Petition**”); and

WHEREAS, Ordinance No. 2016-___, approved on October __, 2016 approved the execution of this Agreement; and

WHEREAS, the District is authorized under the CID Act to impose a district-wide sales and use tax and to enter into this Agreement for the administration of the District Sales Tax Revenues;

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and the use of the revenues collected by such tax.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**Administrative Fee**” means that amount of the District Sales Tax Revenues that the City shall receive as compensation for performing the administrative duties of the District and administering and accounting for the District Sales Tax, as set forth in this Agreement.

“**Applicable Laws and Requirements**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ,

determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

“Board” or **“Board of Directors”** means the governing body of the Highway 58 and Dean Avenue Community Improvement District.

“Bond Documents” means any bonds, indentures or other financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of any Obligations.

“Budget” shall have the meaning set forth in Section 4.4.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended.

“CID Improvements” means those improvements described in **Exhibit A** and in the maximum amount shown on **Exhibit A**.

“CID Services” means those services described in the CID Petition which may be undertaken by the CID in accordance with the CID Petition and the requirements of this Agreement, not including services related to Operating Costs of the District.

“City” means the City of Raymore, Missouri, a municipal corporation and constitutional charter city under applicable Missouri laws.

“City Council” means the governing body of the City of Raymore, Missouri.

“City Directors” shall have the meaning set forth in Section 5.1.

“City Manager” means the City Manager of the City, or his/her designee.

“Developer Directors” shall have the meaning set forth in Section 5.1.

“Director” means a director of the District.

“District Sales Tax” means the sales and use tax levied by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within its boundaries pursuant to the CID Act in the maximum amount of one percent (1.0%), as established by resolution of the District and approved by the qualified voters of the District, in accordance with this Agreement.

“District Sales Tax Revenues” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax.

“Economic Activity Taxes” means those revenues deposited in a separate segregated account within the Special Allocation Fund consisting of fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other “taxing districts” (as that term is defined in section 99.805 (16) of the TIF Act) and which are generated by economic activities within the Redevelopment Project Area (as defined in the Redevelopment Agreement) over the amount of such taxes generated by economic activities within the Redevelopment Project Area in the calendar year prior to the year that the Redevelopment Project (as defined in the Redevelopment Agreement) and the collection of

TIF Revenues (as defined in the Redevelopment Agreement) were approved by ordinance, as more fully defined in the Redevelopment Plan and the Redevelopment Agreement.

“Economic Activity Taxes Account” means the separate segregated account within the Special Allocation Fund into which the Economic Activity Taxes are deposited.

“Event of Default” means any event specified in Section 7.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than the Parties not caused by the Parties’ failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable party using reasonable diligence to overcome which prevents such party from performing its specific duties or obligation hereunder in a timely manner.

“Fiscal Year” means November through October 31 of each year, which Fiscal Year coincides with the City’s fiscal year.

“Obligations” means any bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by or at the direction of the District or the City pursuant to the Redevelopment Plan, which pay for the CID Improvements, in whole or in part, or to refund outstanding Obligations.

“Operating Costs” means the actual, reasonable expenses which are necessary for the operation of the District which shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel, financial auditing services, and other consultants or services, and shall also include reasonable attorneys’ fees for the formation of the District.

“Petition” means the Petition to Establish the Highway 58 and Dean Avenue Community Improvement District, filed with the City Clerk of Raymore, Missouri, approved by Ordinance No. 2016-019 on March 14, 2016.

“Public Improvement Costs” means all actual and reasonable costs and expenses which are incurred by or at the direction of the District with respect to construction of the CID Improvements, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded in connection with the CID Improvements that are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Improvements, including but not limited to the following:

A. actual and reasonable costs of issuance and capitalized interest, if any, for any Obligations issued to finance the CID Improvements;

B. actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Improvements and all actual and reasonable costs for the oversight of the completion of the CID Improvements including overhead expenses for administration, supervision and inspection incurred in connection with the CID Improvements; and

C. all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Improvements and which may lawfully be paid or incurred by the District under the CID Act.

“Redevelopment Agreement” means the Tax Increment Financing Redevelopment Agreement executed by the City and Developer and dated March 28, 2016, which implements the Redevelopment Plan.

“Redevelopment Plan” means the Highway 58 and Dean Avenue Tax Increment Financing Plan as to be approved by the City.

“Reimbursable Project Costs” means those Public Improvement Costs, as defined in this Agreement, incurred by Developer which have been certified for reimbursement by the District and the City pursuant to the Redevelopment Agreement and which may be reimbursed with CID Revenues in accordance with the CID Act and this Agreement.

“Report” shall have the meaning set forth in Section 4.4.

“Special Allocation Fund” means the separate City fund to be known as the Highway 58 and Dean Avenue Redevelopment Area Special Allocation Fund, including the separate segregated accounts into which TIF revenues are from time to time deposited, all in accordance with the Redevelopment Plan and the Redevelopment Agreement.

“Uncaptured District Revenues” means that portion of the District Sales Tax Revenues that are not captured as Economic Activity Taxes pursuant to the Redevelopment Plan and which remain as District revenues to be appropriated by the Board of Directors in accordance with the Petition and this Agreement.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The CID Improvements are authorized in the Petition.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature

whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

E. Consideration and public benefit: The District acknowledges that construction of the CID Improvements are of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Improvements will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Improvements; (iii) increasing local and state tax revenues; and (iv) providing necessary street infrastructure for the District and for other surrounding development. Further, the District finds that the CID Improvements conform to the purposes of the CID Act.

F. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City is duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3. Representations by the Developer. Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer or the CID Improvements, which litigation, proceedings or investigations would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

ARTICLE 3: DISTRICT SALES TAX

Section 3.1. Imposition of the District Sales Tax. The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the District Sales Tax. The District Sales Tax shall be imposed at a rate of 1.0% while any Reimbursable Project Costs are unreimbursed, and after the Reimbursable Project Costs are fully reimbursed, the District Sales Tax shall be repealed unless extended by mutual agreement of the Parties and in accordance with the CID Act. The District shall notify the Missouri Department of Revenue of the District Sales Tax. The District shall annually appropriate all District Sales Tax Revenues by resolution in accordance with this Agreement.

Section 3.2. Collection and Administration of the District Sales Tax

A. The District shall enact a resolution that (i) imposes the District Sales Tax (subject to qualified voter approval), (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the District Sales Tax, to the extent not performed by the state, and (iii) prescribes any required forms and administrative rules and regulations for reporting and collecting the District Sales Tax. The District shall also notify the Missouri Department of Revenue, in substantial compliance with the form set forth in **Exhibit B**, that the District authorizes the City, on behalf of the District, to receive from the Missouri Department of Revenue all of the District Sales Tax Revenues.

B. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The City shall receive the District Sales Tax Revenue from the Missouri Department of Revenue, which shall be disbursed in accordance with this Agreement.

C. The City agrees to perform for the District all functions incident to the administration and enforcement of the District Sales Tax, to the extent not performed by the state, pursuant to the CID Act and this Agreement. The City shall receive an Administrative Fee for administering the District Sales Tax in the amount of one and one-half percent (1.5%) of the total District Sales Tax Revenue transferred to the District by the Missouri Department of Revenue. The Administration Fee authorized in this Section shall be calculated using the total District Sales Tax Revenues generated within the District, including those amounts that are captured as Economic Activity Taxes pursuant to the Redevelopment Plan.

D. In the event that the Administrative Fee does not fully reimburse the City for actual costs and expenses incurred in fulfilling its obligations under Section 3.2, then the City shall receive reimbursement for those actual costs that exceed the Administrative Fee and are approved by the Board of Directors, either by approval of the District budget or by separate action of the Board of Directors. In the event that there are insufficient funds in any Fiscal Year to cover the actual costs incurred by the City, any unpaid Administrative Fee shall be paid in subsequent Fiscal Years.

Section 3.3. Operating Costs. The District shall pay for the Operating Costs of the District from Uncaptured District Revenues. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.4.

Section 3.4. Enforcement of the District Sales Tax. The District authorizes the City, to the extent required or authorized by the Missouri Department of Revenue, to take all actions necessary for enforcement of the District Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the District Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request. All actions taken by the City for enforcement and any legal proceeding filed by the City for enforcement and collection of the District Sales Tax shall be treated as Operating Costs of the District.

Section 3.5. Distribution of the District Sales Tax Revenue. Beginning in the first month following the effective date of the District Sales Tax and continuing each month thereafter until the expiration or repeal of the District Sales Tax, the City on behalf of the District shall, not later than the fifteenth (15th) day of each month, distribute the District Sales Tax Revenues received in the preceding month in the following order of priority:

A. While Reimbursable Project Costs remain unreimbursed, and if any Obligations have been issued and while such Obligations remain outstanding:

1. One-half of the District Sales Tax Revenues shall become Economic Activity Taxes by the operation of tax increment financing pursuant to the Redevelopment Plan, which shall be deposited into the Economic Activity Taxes Account of the Special Allocation Fund and shall be expended in accordance with the Redevelopment Plan and the Redevelopment Agreement.

2. The City, on behalf of the District, shall pay the Administration Fee from the Uncaptured District Revenues.

3. The City, on behalf of the District, shall pay the Operating Costs of the District from the Uncaptured District Revenues.

4. The City, on behalf of the District, shall make the remaining Uncaptured District Revenues available to pay the Obligations if any Obligations have been issued.

5. In the event that there are no Obligations outstanding, the City, on behalf of the District, shall make the remaining Uncaptured District Revenues available to reimburse the Developer for expenses incurred by Developer to fund the CID Improvements which have been certified by the City as Reimbursable Project Costs pursuant to the Redevelopment Agreement and are not funded by Obligations. No payment of the District Sales Tax Revenues shall be made to Developer until such CID Improvement costs have been certified by the City as Reimbursable Project Costs pursuant to the Redevelopment Agreement. The CID Improvements that have been certified as Reimbursable Project Costs by the City pursuant to the Redevelopment Agreement shall accrue interest at the Reimbursement Interest Rate, as provided in the Redevelopment Agreement, and upon the same terms and conditions as Reimbursable Project Costs under the Redevelopment Agreement until such certified CID Improvements costs are reimbursed from CID Revenues.

6. The City, on behalf of the District, shall pay the CID Services of the District, provided that no CID Services shall be funded by the District until all costs of the CID Improvements have been fully reimbursed.

B. If all Reimbursable Project Costs have been reimbursed and if all Obligations have been fully retired and if the District Sales Tax has been extended by mutual agreement of the Parties and in accordance with the CID Act:

1. If tax increment financing is still in effect within the District pursuant to the Redevelopment Plan, one-half of the District Sales Tax Revenues shall become Economic Activity Taxes by the operation of tax increment financing pursuant to the Redevelopment Plan, which shall be deposited into the Economic Activity Taxes Account of the Special Allocation Fund and shall be expended in accordance with the Redevelopment Plan and the Redevelopment Agreement.

2. The City, on behalf of the District, shall pay the Administration Fee. Such payment shall be made from the Uncaptured District Revenues if tax increment financing is still in effect within the District pursuant to the Redevelopment Plan, otherwise such payment shall be made from the District Sales Tax Revenue.

3. The City, on behalf of the District, shall pay the Operating Costs of the District. Such payment shall be made from the Uncaptured District Revenues if tax increment financing is still in effect within the District pursuant to the Redevelopment Plan, otherwise such payment shall be made from the District Sales Tax Revenue.

4. The remaining District Sales Tax Revenues shall be used to reimburse Developer for expenses incurred by Developer to fund the CID Improvements which have been certified by the City as Reimbursable Project Costs pursuant to the Redevelopment Agreement. The CID Improvements that have been certified as Reimbursable Project Costs by the City pursuant to the Redevelopment Agreement shall accrue interest at the Reimbursement Interest Rate, as provided in the Redevelopment Agreement, and upon the same terms and conditions as Reimbursable Project Costs under the Redevelopment Agreement until such certified CID Improvements costs are reimbursed from CID Revenues.

5. The City, on behalf of the District, shall pay the CID Services of the District, provided that no CID Services shall be funded by the District until all costs of the CID Improvements have been fully reimbursed.

Section 3.6. Records of the District Sales Tax. The City, on behalf of the District, shall keep accurate records of the District Sales Tax due and collected and copies of such records shall be made available to the District on a monthly basis. Any City records pertaining to the District Sales Tax shall be provided to the District upon written request of the District, as permitted by law.

Section 3.7. Repeal of the District Sales Tax. Unless extended by mutual agreement of the Parties and in accordance with the CID Act, the District shall implement the procedures in the CID Act for repeal of the District Sales Tax and abolishment of the District upon the earlier of the following events: (1) after all Reimbursable Project Costs have been reimbursed, the CID Board of Directors adopts a resolution stating that all of the CID Services have been paid for and no further CID Services will be provided, and Developer sends written notice to the District and the City of the intention to terminate the District Sales Tax; or (2) the District Sales Tax has expired in accordance with the District Sales Tax ballot measures as approved by the qualified electors of the District. The District Sales Tax shall not be repealed while any Reimbursable Project Costs are unreimbursed or while the District is funding any District Services. Unless otherwise required by the District Sales Tax ballot measures approved by the qualified electors of the District, the District shall not implement the procedures for repeal or modification of the District Sales Tax and abolishment of the District while Reimbursable Project Costs are unreimbursed. Upon repeal of the District Sales Tax, the District shall:

- A. Pay all outstanding Administrative Fees and Operating Costs.
- B. Retain any remaining District Sales Tax until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING DISTRICT PROJECTS

Section 4.1. Design and Construction of CID Improvements. The CID Improvements shall be designed and constructed by or at the direction of the Developer. The CID Improvements shall be designed and constructed in compliance with the Redevelopment Agreement and in accordance with applicable City-approved zoning and subdivision ordinances and associated plans and specifications. The Developer shall comply with all Applicable Laws and Requirements including laws related to the construction of public improvements, including the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Improvements. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws.

Section 4.2. Financing the CID Improvements. The District shall impose the District Sales Tax within the boundaries of the District to fund the CID Improvements and other costs authorized by this Agreement. The District shall not use or impose any taxes other than a District Sales Tax or impose any other funding mechanisms unless the City Council, by Ordinance, modifies the limitations on the District's authority as set forth in the Petition. The District may also incur Obligations in one or more series for the purpose of funding all, or an appropriate portion of, the CID Improvements. Reimbursable Public Improvement Costs shall be paid to the extent that funds are available from the proceeds of Obligations or from District Sales Tax Revenues in the order of priority set forth in Section 3.5.

Section 4.3. Ownership and Maintenance of CID Improvements. The City shall have no ownership of the CID Improvements, and the District or Developer shall at all times be responsible for maintenance of the CID Improvements, except as certain improvements are dedicated to and accepted by the City in accordance with Applicable Laws and Requirements. The District or Developer shall be responsible for obtaining and maintaining insurance for the design, construction, operation and maintenance of the CID Improvements, except as certain improvements are dedicated to and accepted by the City in accordance with Applicable Laws and Requirements.

Section 4.4. Annual Budget. The District shall annually prepare or cause to be prepared a budget (the "**Budget**") and an annual report (the "**Report**") describing the major activities of the District during the preceding year and upcoming year. The Budget and Report shall be submitted to the City Manager for review and comment not less than ninety (90) days prior to the intended date of approval of the Budget. The Budget shall not be approved without the prior written consent of the City. Not later than the first day of each Fiscal Year of the District, the Board of Directors shall adopt a Budget for the District for the ensuing budget year, for every fund of the District of any kind, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such Fiscal Year a Budget, which provides for application of the District's sales tax revenues collected in such Fiscal Year in accordance with the budget for the prior Fiscal Year.

Section 4.5. New CID Improvements. The District shall not undertake new District projects, aside from the improvements shown on the attached **Exhibit A** and in the amount shown on **Exhibit A**, without the prior approval of the City Council.

ARTICLE 5: DISTRICT OPERATIONS AND MANAGEMENT

Section 5.1. Composition of the Board of Directors and Officers.

A. In accordance with the Petition, the Board of Directors shall be composed of five (5) directors. Three (3) of the directors shall at all times be representatives of the City (the “**City Directors**”) who are designated by the City and two (2) of the directors shall at all times be representatives of the Developer (the “**Developer Directors**”) who are designated by the Developer.

B. All directors shall meet all qualifications of the CID Act and the Missouri Constitution, and Developer agrees to designate in writing that the City Directors are representatives of Developer as a property owner within the District, in order to satisfy the requirements of Section 67.1451.2(2)(a), RSMo, with respect to the City Directors.

C. Successor Directors shall be appointed by the Mayor with the consent of the City Council as provided in the Petition and in compliance with Section 67.1451.5, RSMo, provided that the Mayor’s appointment of the Developer Directors shall be those persons who are designated by Developer.

Section 5.2. District Meetings. The Parties agree that the Board of Directors shall not meet and conduct District business unless all Directors receive notice of the meeting and are provided with the opportunity to participate in all District meetings, either in person or by phone. The Parties agree that the District bylaws shall contain the requirements of this Section, and shall include other safeguards as mutually agreed by the Parties to provide for participation of Developer Directors and City Directors in all matters coming before the Board of Directors.

ARTICLE 6: SPECIAL COVENANTS

Section 6.1. Records of the District. The District shall designate an appropriate official to be the official record keeper of the District, who shall keep proper books of record and account on behalf of the District in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied. The District shall furnish annual audited financial statements for each Fiscal Year no later than ninety (90) days following the end of such Fiscal Year. District financial audits shall be performed in coordination with City audits. All pertinent books, documents, and vouchers relating to District business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 6.2. Consent by Developer, Tenants and Transferees.

A. Developer will use commercially reasonable efforts to cause all leases of property in the District entered into after the date of this Agreement to contain a provision that is in substantial compliance with the following:

Community Improvement District: Tenant acknowledges and consents that the Leased Premises are a part of the Highway 58 and Dean Avenue Community Improvement District (“District”) created by ordinance of the City of Raymore, Missouri (“City”), that the District imposes a sales and use tax on Tenant’s eligible retail sales that will be applied

toward the costs of CID Improvements that will provide a generalized benefit to the Development. Tenant shall forward to the District and City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

B. Developer, or any third party, may transfer real property within the CID area. Developer shall insert in any document transferring any interest in real property within the CID area, and shall cause any transferee to insert language reasonably similar to the following, and shall have such document signed by the transferee indicating acknowledgment and agreement to the following provision:

Community Improvement District: Grantee acknowledges and consents that the Property is a part of the Highway 58 and Dean Avenue Community Improvement District ("District") created by ordinance of the City of Raymore, Missouri ("City"), and that the District imposes a sales and use tax on eligible retail sales conducted within the District that will be applied toward the costs of CID Improvements that provide a generalized benefit to all property within the District. Grantee shall, or shall cause any applicable tenant of Grantee, to forward to the District and the City copies of its State of Missouri sales tax returns for the Property when and as they are filed with the Missouri Department of Revenue. Grantee hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

C. The Developer shall enforce the lease/sales contract obligation set forth in this Section and shall require any purchaser, lessee or other transferee or possessor of the property within the District, to provide to the District and the City a copy of their Missouri sales tax returns. The Developer shall ensure that any documents transferring its interest in property located within the District shall make the obligations set forth in this Section a covenant running with the land that shall be enforceable against the Developer and against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement, which obligations shall only terminate upon the end of the term of the District.

D. Failure of the Developer to require that such restrictions be placed in any such lease/sales contract shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District's and the City's rights of enforcement and remedies under this Agreement, or otherwise form the basis of a default on the part of the Developer hereunder.

E. Developer acknowledges that the District is implemented for the purpose of funding CID Improvements that benefit the development. Developer and its successors and assigns agree not to contest or protest the creation and operation of the District or the levy, collection or enforcement of the District Sales Tax. Developer further agrees to cooperate in good faith regarding any effort by the City and District to add additional property to the District when requested by the City.

Section 6.3. Collateral Assignment.

A. Developer and its successors and assigns shall have the right, without the City's consent, to collaterally assign to any Secured Lender (as defined below) as collateral any and all of Developer's rights and/or obligations under this Agreement, and such Secured Lender shall have the right to perform any term, covenant, condition or agreement and to remedy, in accordance with the terms of this Agreement, any default by Developer under this Agreement, and City shall accept such performance by any such Secured

Lender with the same force and effect as if furnished by Developer. No Secured Lender shall be personally liable or obligated to perform the obligations of Developer under the Agreement unless and until such Secured Lender takes possession of the property as a mortgagee or by a receiver appointed at the request of mortgagee or becomes the owner of the fee estate under this Agreement by foreclosure, or deed in lieu of foreclosure or otherwise. For purposes of this Section, “**Secured Lender**” means a bank, financial institution or other person or entity from which Developer has borrowed funds to finance all or a portion of the Redevelopment Project and in whose favor Developer has agreed to provide a security interest as collateral for such loan.

B. Before a Secured Lender may exercise any rights of the Developer under the Agreement, the City shall receive: (a) within thirty (30) days following the date of such collateral assignment, a notice from the Developer that it has entered into a collateral assignment with a Secured Lender in connection with the Property, which shall specify the name, address and telephone number of the Secured Lender, as well as the title, date and parties to the collateral assignment agreement; and (b) not less than ten (10) days’ notice of the Secured Lender’s intent to exercise its right to become the assignee of the Developer under the Agreement, which notice shall include the effective date of the collateral assignment, and the title, date and parties to such collateral assignment agreement. The City is entitled to rely upon representations made in the notices described in this paragraph without further investigation or inquiry.

C. Provided that the Developer has provided the City with notice of a collateral assignment as described in this Section, the City agrees to provide the Secured Lender with the same notice of default at the same time such notice is given to the Developer, and the Secured Lender shall have the same rights (but shall have no obligation) to cure, correct or remedy a default as are provided to the Developer.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1. Default and Remedies. An Event of Default shall occur upon the failure by either Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after the other Party, or the trustee of any outstanding Obligations, as applicable, has given written notice to such Party specifying such failure.

Subject to any restrictions contained in the Bond Documents for any outstanding Obligations that are issued against acceleration of the maturity of any such Obligations, if any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

Section 7.2. Rights and Remedies Cumulative. The rights and remedies maintained by any Party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity.

Section 7.3. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party’s right to exercise any of its rights and

remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

Section 7.4. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such Excusable Delay.

ARTICLE 8: MISCELLANEOUS

Section 8.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 8.2. Immunities. No recourse shall be had for the payment of the principal of or premium or interest on any Obligations or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City and the District, their officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of loss or damage received or sustained, by any person, persons, property owners or property arising out of or resulting from any act, error, omission, or intentional act of the Developer or its agents, employees, or subcontractors, to the extent conducted pursuant to this Agreement and/or in connection with the ownership, design, development, redevelopment, use or occupancy of the property within the District or a portion thereof and the CID Improvements.

Section 8.3. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City, the District and the Developer. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 8.4. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 8.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 8.6. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the

invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 8.7. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 8.8. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the Mayor or his or her designee without the necessity of any action by the City Council. The Mayor may seek the input from the City Council before granting any approval.

Section 8.9. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Executive Director of the District or his or her designee without the necessity of any action by the Board of Directors.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF RAYMORE, MISSOURI

By: _____
Kristofer P. Turnbow
Mayor

ATTEST:

Jeanie Woerner, City Clerk

APPROVED AS TO FORM:

Gilmore & Bell, Special Counsel

STATE OF MISSOURI)
) **SS.**
COUNTY OF CASS)

On this ____ day of _____, 2016 before me appeared, Kristofer P. Turnbow, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF RAYMORE, MISSOURI**, a municipal corporation and constitutional charter city of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____

RAYMORE PARTNERS, LLC

By: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) **SS.**
COUNTY OF _____)

On this ____ day of _____, 2016, before me appeared _____, who being by me duly sworn, did say that (s)he is the _____ of **RAYMORE PARTNERS, LLC**, a limited liability company organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said limited liability company by authority of its governing body and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____

EXHIBIT A

CID IMPROVEMENTS

The “CID Improvements” are those public improvements which are eligible to be funded in accordance with the CID Act and all Applicable Laws and Requirements in accordance with the limits of the following budget:

Redevelopment Project Costs	Estimated Costs	TIF	CID	Private
		Reimbursable	Reimbursable	
Land Acquisition				
Proposed Redevelopment Area (including cross access)	1,712,500	850,000	-	862,500
Closing Costs	6,000	-	-	6,000
<i>SUBTOTAL</i>	1,718,500	850,000	-	868,500
Sitework/Infrastructure				
Site work	1,227,077	525,000	387,525	314,552
<i>SUBTOTAL</i>	1,227,077	525,000	387,525	314,552
Building Improvements				
Restaurant A (~3,000 sf) - Building Construction	500,000	-	-	500,000
Multi-Tenant Building (~9,900 sf) - Building Construction	1,732,500	-	-	1,732,500
<i>SUBTOTAL</i>	2,232,500	-	-	2,232,500
Soft Costs				
Legal (incl. City legal)/Consulting/Accounting	100,000	-	-	100,000
Blight Study	7,500	-	-	7,500
Architectural/Engineering/Surveying	285,000	-	-	285,000
Geotech/Soils Report/Environmental	20,000	-	-	20,000
Bonds/Permits/Fees	75,000	-	-	75,000
Commissions	296,650	-	-	296,650
Interim Taxes	18,000	-	-	18,000
<i>SUBTOTAL</i>	802,150	-	-	802,150
Financing Costs				
Bank Charges & Financing Fees	30,000	-	-	30,000
Construction Interest^	135,000	-	-	135,000
<i>SUBTOTAL</i>	165,000	-	-	165,000
Miscellaneous Costs				
Developer's Fee	250,000	-	-	250,000
Site work and Project management fee	50,000	-	-	50,000
Contingency	250,601	-	-	250,601
<i>SUBTOTAL</i>	550,601	-	-	550,601
TOTAL	\$ 6,695,828	\$ 1,375,000	\$ 387,525	4,933,303
Third Party Costs				
Restaurant B (~2,900 sf) - Building Construction & soft costs	957,000	\$ -	\$ -	957,000
Restaurant A (~3,000 sf) - Tenant Improvements	400,000	\$ -	\$ -	400,000
Multi-Tenant Building (~9,900 sf) - Tenant Improvements	1,117,500	\$ -	\$ -	1,117,500
TOTAL	\$ 2,474,500			2,474,500
GRAND TOTAL	\$ 9,170,328	\$1,375,000	\$ 387,525	7,407,803
		14.99%	4.23%	80.78%

EXHIBIT B

FORM OF LETTER TO THE MISSOURI DEPARTMENT OF REVENUE

**HIGHWAY 58 AND DEAN AVENUE
COMMUNITY IMPROVEMENT DISTRICT**

Raymore, Missouri

_____, 2016

Missouri Department of Revenue
Customer Services Division
Sales/Use Tax
P.O. Box 3380
Jefferson Village, MO 65105-3380

Re: Remittance of Sales Tax Revenue for the Highway 58 and Dean Avenue Community Improvement District to the City of Raymore, Missouri

Dear Sir or Madam:

The Highway 58 and Dean Avenue Community Improvement District (the “**District**”) hereby authorizes the Missouri Department of Revenue (the “**Department**”) to remit directly to the City of Raymore, Missouri (the “**City**”) all of the District sales tax revenue collected by the Department. In accordance with a cooperative agreement (“**Cooperative Agreement**”) entered into between the District and the City dated _____, 2016, the City shall deposit all sales tax revenue into a bank account separate from other bank accounts of the City and disburse such funds in accordance with the Cooperative Agreement. Identifying information for the special account is included on the attached ACH agreement.

Pursuant to the Cooperative Agreement, the City will perform all functions incident to the administration of the District sales tax revenue.

Sincerely,

Executive Director of the
Highway 58 and Dean Avenue Community
Improvement District

Exhibit A

Cooperative Agreement

[Attached]



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: September 21, 2016

SUBMITTED BY: Matthew Tapp

DEPARTMENT: Economic Development

- | | | | |
|------------------------------------|--|---------------------------------------|---|
| <input type="checkbox"/> Ordinance | <input checked="" 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

Resolution 16-44 - Raymore Gateway Redevelopment RFP

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date
N/A

Estimated End Date
N/A

STAFF RECOMMENDATION

Approval to proceed with RFP for TIF Plan

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff report prepared by Gilmore & Bell, P.C.

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

See attached staff report prepared by Gilmore & Bell, P.C.

816-221-1000
FAX: 816-221-1018
WWW.GILMOREBELL.COM



GILMORE & BELL, A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

OTHER OFFICES:
ST. LOUIS, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

September 21, 2016

TO: Raymore City Council

FROM: David Bushek

RE: Resolution to Proceed with TIF Process for the proposed Raymore Gateway
Redevelopment Area

As discussed at the September 19, 2016 City Council meeting, a proposed resolution for the City to proceed with the preparation of a request for proposals and the consideration of a tax increment financing plan in the targeted Redevelopment Area has been prepared for the Council. This will allow the Council to take formal action to allow staff to commence the process of preparing a request for proposals to solicit alternative plans and redevelopment projects for the targeted redevelopment area and preparing a proposed tax increment financing plan for such area. If this resolution is passed, the next steps in the process will be:

- The City will prepare a proposed TIF Plan and file with the City Clerk, which includes a full package of data and information about the proposed Redevelopment Project 1 area as discussed at the September 19th Council meeting;
- Issue a request for proposals to the development community which will stay open for at least eight weeks, which will cover the entire proposed redevelopment area and both proposed redevelopment project areas;
- Issue 45-day notices to the taxing districts for a public hearing to be scheduled with the TIF Commission to consider the proposed TIF Plan and the redevelopment proposals that are submitted by potential developers;
- Schedule the TIF Commission public hearing.

As discussed with the Council at the September 19th meeting, some of the key data and information about the proposed redevelopment area and the scope of development for the proposed Redevelopment Project 1 area are as follows:

Potential Redevelopment Area: About 22.5 acres at the northeast corner of Highway 58 and Kentucky Road, currently partially occupied by a restaurant and various residential and agricultural buildings.

City-Initiated Plan: The City is initiating this process and a developer or developers for the Redevelopment Area have not been selected.

Potential Redevelopment for Project 1:

<u>Use</u>	<u>Square Feet</u>	<u>Projected Annual Sales</u>
Sit Down Restaurant	7,500	\$2,250,000
Fast Food Restaurant	27,500	\$9,625,000
In-Line Retail	10,000	\$1,350,000
Service Commercial	5,000	\$0

This scope of development is only a projection of what might be developed in the area based on applicable zoning restrictions and the scope and scale of surrounding development, and the actual scope of development that may be developed in the targeted Redevelopment Project 1 area will be based on the proposal of a selected developer or developers.

Estimated Sources and Uses Summary: The following table shows the estimated sources and uses for each of the proposed categories of expenditures for Redevelopment Project 1. A more detailed budget will be included in the TIF Plan:

<u>Uses</u>	<u>Sources</u>		
	Private	TIF	
Site Development Costs	\$2,411,000	\$602,700	\$1,808,300
Public Improvements	\$0	\$0	\$0
Building Construction Costs	\$15,037,500	\$15,037,500	\$0
Professional Service and Soft Costs	\$690,200	\$345,100	\$345,100
Financing Costs	\$857,100	\$428,600	\$428,500
Contingency	\$872,400	\$474,100	\$398,300
Totals	\$19,868,200	\$16,888,000	\$2,980,200
	100.0%	85.0%	15.0%

Estimated Property Investment and Valuation for Redevelopment Project 1:

- Current assessed valuation: \$482,910
- Total Estimated Project Costs: \$19.87 million
- Projected assessed valuation after Project is constructed: \$2.53 million

Estimated Financing Structure and TIF Reimbursement:

- The City is proposing a “Pay-As-You-Go” structure for TIF reimbursement. No debt is proposed to be issued by the City to fund the redevelopment.
- Duration: Using the development assumptions presented at the September 19th Council meeting, the TIF Plan would last for 13 years based, after which the Developer will be fully reimbursed. If the development performs at 75% of the projections, the Redevelopment Project 1 would last for about 19 years.
- Under the current proposal, there would be no City “Super-TIF” contribution, and 50% of all property tax revenue and sales tax revenue will flow to the City as normal.
- No City back of debt is being considered.

Estimated Benefit to Taxing Districts: The Cost-Benefit Analysis supplied at the September 19, 2016 meeting shows the projected tax revenues to be generated by the project for each taxing district if the project does not occur and if the project does occur with the use of TIF.

RESOLUTION 16-44

“A RESOLUTION OF THE CITY COUNCIL OF RAYMORE, MISSOURI, EXPRESSING SUPPORT TO PROCEED WITH A REQUEST FOR PROPOSALS FOR REDEVELOPMENT OF THE PROPOSED RAYMORE GATEWAY REDEVELOPMENT AREA, AND TO PROCEED WITH PREPARATION OF A TAX INCREMENT FINANCING PLAN FOR THE REDEVELOPMENT OF THE RAYMORE GATEWAY REDEVELOPMENT AREA.”

WHEREAS, the City Council of the City of Raymore (the “**City**”) has considered the preparation of a tax increment financing plan based on presentations by City staff for an area that contains about 22.5 acres which is generally located at the northeast corner of Highway 58 and Kentucky Road, and extending north along existing Kentucky Road and including property to the east that is adjacent to existing single-family residential property (the “**Redevelopment Area**”), as depicted on maps presented at a meeting of the City Council on September 19, 2016; and

WHEREAS, the City Council desires to direct City staff to prepare a tax increment financing plan for the Redevelopment Area and take other actions for the City to consider redevelopment proposals within the Redevelopment Area.

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

Section 1. Request for Proposals: The City Council hereby authorizes and directs staff to prepare and issue a request for proposals to solicit alternative tax increment financing plans and proposed redevelopment projects to implement a tax increment financing plan for redevelopment of the Redevelopment Area, receive proposals for alternative Plans and redevelopment projects and conduct an evaluation of each submission in accordance with the terms of the request for proposals and the City’s Economic Development Policy, contact applicants and discuss proposals for redevelopment of the Redevelopment Area, provide an evaluation of each proposal to the City Council and the Tax Increment Financing Commission, require applicants to take all actions required by the City’s Economic Development Policy to evaluate the proposals.

Section 2. Tax Increment Financing Plan: The City Council hereby authorizes and directs staff to prepare a tax increment financing plan for the Redevelopment Area and place the plan on file with the City Clerk, set a public hearing with the Tax Increment Financing Commission to consider the proposed Plan and all alternative plans and redevelopment projects that are submitted to the City as a result of the request for proposals, , and take all other actions which are deemed necessary to allow the City to consider the proposed Plan and proposed redevelopment projects in the Redevelopment Area.

Section 3. Further Authority: The City staff, the City's legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution.

Section 4. Effective Date: This Resolution shall be in force and effective after its passage.

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

DULY READ AND PASSED THIS 26TH 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

Miscellaneous

THE RAYMORE CHARTER REVIEW COMMISSION MET IN REGULAR SESSION ON THURSDAY, SEPTEMBER 8, 2016 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. COMMISSION MEMBERS PRESENT: ACKLIN, BURKE, III, DAREING, HUBACH, MOORHEAD, STIDHAM, WIGGINS, AND WILSON, CITY MANAGER JIM FEUERBORN, CITY CLERK JEANIE WOERNER AND CITY ATTORNEYS JOE WILLERTH AND JONATHAN ZERR AND MAYOR TURNBOW.

- 1. Call To Order and Confirmation of Quorum.** City Manager Jim Feuerborn called the meeting to order at 7:00 p.m. and determined a quorum. Commissioner Castleman absent.

City Manager Jim Feuerborn led the pledge of allegiance.

2. Mayor's Welcome Remarks.

Mayor Turnbow provided welcome remarks, general direction to the Commission, and introduced Commission members and City staff.

3. Election of Chairman.

Commission members discussed the position of Chairman, the need of a Vice Chairman in the event of the absence of the Chairman, and the need of a Secretary to the Commission.

Nomination by Commission member Hubach for Derek Moorhead to serve as Chair.

Nomination by Commission member Stidam for Stephanie Dareing to serve as Chair.

Mayor Turnbow called for further nominations and hearing none, closed nominations. Mayor Turnbow called for a vote by show of hands on the nomination of Derek Moorhead to serve as Chair.

Member Acklin	Aye
Member Burke, III	Aye
Member Hubach	Aye
Member Moorhead	Aye
Member Wiggins	Aye
Member Wilson	Aye

Mayor Turnbow called for a vote by show of hands on the nomination of Stephanie Dareing to serve as as Chair.

Member Dareing	Aye
Member Stidham	Aye

Mayor Turnbow showed the vote 5-2 for Member Moorhead to serve as Chair.

Chairman Moorhead lead discussion on the role and necessity of electing a Vice Chair.

Nomination by Commission member Hubach for Joe Burke to serve as Vice Chair.

Nomination by Commission member Wiggins for Stephanie Dareing to serve as Vice Chair.

Chairman Moorhead called for further nominations and hearing none, closed nominations. Chairman Moorhead called for a vote by show of hands on the nomination of Joe Burke to serve as Vice Chair.

Member Hubach	Aye
---------------	-----

Chairman Moorhead called for a vote by show of hands on the nomination of Stephanie Dareing to serve as Vice Chair.

Member Acklin	Aye
Member Burke, III	Aye
Member Dareing	Aye
Member Moorhead	Aye
Member Stidham	Aye
Member Wiggins	Aye
Member Wilson	Aye

Commission Chair Moorhead showed the vote 7-1 for Member Dareing as Vice Chair.

Nomination by Commission member Wiggins for City Clerk Jeanie Woerner as Secretary to the Commission.

Chairman Moorhead called for further nominations and hearing none, closed nominations. Chairman Moorhead called for a vote by show of hands on the nomination of Jeanie Woerner to serve as Secretary to the Commission. Commission discussed in the case of an absence of Ms. Woerner, Deputy City Clerk Erica Hill would be available as Secretary to the Commission.

Member Acklin	Aye
Member Burke, III	Aye
Member Dareing	Aye
Member Hubach	Aye
Member Moorhead	Aye
Member Stidham	Aye
Member Wiggins	Aye
Member Wilson	Aye

4. Setting date, time, and place of meetings.

City Manager Jim Feuerborn provided historical information on meeting dates and times from the 2007-2008 Charter review as well as the availability of Council Chambers. Commission members discussed their availability. Discussion ensued.

The Commission agreed to meet the first and third Tuesdays of each month at 6 p.m. in Council Chambers if available and if not, meetings will be held in the Executive Conference room. It was also agreed additional meetings may be necessary.

5. Other.

Chairman Moorhead advised the Commission that he will set the September 20, 2016 agenda to address expectations, scope and approaches of the Charter review, as well as a legal overview and historical information on Charters.

City Attorney Willerth provided a brief overview of the Missouri Sunshine Law.

6. Public Comments.

7. Adjournment.

MOTION: By Commission member Hubach, second by Commission member Burke to adjourn.

VOTE:	Member Acklin	Aye
	Member Burke, III	Aye
	Member Castleman	Absent
	Member Dareing	Aye
	Member Hubach	Aye
	Member Moorhead	Aye
	Member Stidham	Aye
	Member Wiggins	Aye
	Member Wilson	Aye

The regular meeting of the Charter Review Commission adjourned at 8:00 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

THE PLANNING AND ZONING COMMISSION OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION TUESDAY, SEPTEMBER 6, 2016 IN THE COUNCIL CHAMBERS OF CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, CHARLES CRAIN, LEO ANDERSON, DON MEUSCHKE, JOHN BERENDZEN, KELLY FIZER, ERIC BOWIE AND MAYOR KRISTOFER TURNBOW. ABSENT WAS JOSEPH SARSFIELD. ALSO PRESENT WERE COMMUNITY DEVELOPMENT DIRECTOR JIM CADORET, ASSISTANT PUBLIC WORKS DIRECTOR ED IEANS AND CITY ATTORNEY JONATHAN ZERR.

1. Call to Order – Chairman Faulkner called the meeting to order at 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call – Roll was taken and Chairman Faulkner declared a quorum present to conduct business.
4. Personal Appearances – None
5. Consent Agenda
 - A. Acceptance of minutes of August 16, 2016 meeting

Motion by Commissioner Anderson, Second by Commissioner Meuschke to accept the consent agenda as presented.

Vote on Motion:

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

Motion passed 8-0-0.

6. Old Business – None
7. New Business
 - A. Case #16017 – 2017-2021 Capital Improvement Program (public hearing)

Chairman Faulkner opened the floor to the public, and opened the public hearing, at 7:03 p.m.

Jim Cadoret, Community Development Director for Raymore, introduced City Manager Jim Feuerborn, to present the staff report.

Mr. Feuerborn presented an overview of the 2017-2021 Capital Improvement Program (CIP). He indicated that the first year of the CIP is the Adopted Capital Budget and contains those projects to be completed in 2017.

Mr. Feuerborn mentioned a few of the 2017 projects, including replacement of the telephone equipment in City Hall; curb and street repairs; annual sidewalk program; park improvements; and projects funded by the voter approved General Obligation Bond Issue.

Chairman Faulkner presented two minor corrections that need to be made to the document. He also indicated he was glad to see that the extension of 163rd Street west to Kentucky Road was still being planned for.

Mr. Feuerborn indicated that excise tax funds continue to be set aside to fund the extension of 163rd Street. Additionally, there has been discussion with Kansas City officials on a partnership to replace the bridge on 155th Street and make other necessary street repairs to 155th Street.

Commissioner Meuschke commented on proposed directional signs and identification signs for the City.

Mr. Feuerborn stated that the City needs recognition signage that identifies when you enter Raymore. He stated the developer of the Raymore Marketplace provided funds for the construction of an identification sign at the southeast corner of Dean Avenue and 58 Highway.

Mr. Feuerborn also stated that it is important to eliminate 58 Highway as a north to south barrier in Raymore. He stated staff is looking comprehensively towards creating safer and better pedestrian crossings along 58 Highway.

Commissioner Meuschke asked if bicycle use and bike lanes have been discussed.

Mr. Feuerborn indicated that bike lanes are being discussed for segments of 163rd Street and 155th Street.

Commissioner Anderson asked about the proposed amphitheater in Hawk Ridge Park, specifically commenting on the proposed size of the facility.

Mr. Feuerborn stated the illustration in the printed CIP document is simply a representation of an amphitheater, not intended to show its ultimate size and design.

Commissioner Anderson asked about whether there would be consistent signage in the park system.

Mr. Feuerborn stated yes, not only in the park system but throughout the City as a whole.

Commissioner Anderson stated it was great to see the City continue its sanitary sewer inflow and infiltration reduction program, and asked, as part of the curb replacement program, what the average life is for curbs.

Mike Krass, Public Works Director, stated that the decision to replace curbs is not based on the service life of the curb but on the severity of the condition of curbs under the following ranking 1) cracks in curb; 2) pieces of the curb missing; and 3) total degradation of the curb with significant chunks of curb missing. He stated that emphasis is placed on replacing curb where driveways meet the street.

Commissioner Anderson asked if the existing intersection of Kentucky Road and 58 Highway would stay as is when the relocated Kentucky Road is constructed.

Mr. Feuerborn stated yes, but the City intends to complete a traffic study in the area once the Raymore Marketplace development is completed. The study will identify if any modifications are needed in the area.

Commissioner Anderson asked if the City has a program to keep track of all of the CIP projects.

Mr. Feuerborn stated yes, the City does have a program that assists with tracking all of the CIP projects.

Commissioner Bowie asked whether a need has been identified for an amphitheater in Raymore.

Mr. Feuerborn stated the amphitheater was first proposed in the Parks Master Plan. Then it was included in the master plan completed for Hawk Ridge Park. The amphitheater was discussed in the Community Conversations held earlier in the year as well. Mr. Feuerborn stated the use is currently not offered in Raymore and Hawk Ridge Park is a natural setting for the use.

Commissioner Bowie asked what some the proposed uses would be for the amphitheater.

Mr. Feuerborn stated weddings, graduations, concerts in the park, and private gatherings (corporate gatherings; shows; etc.).

Commissioner Bowie asked what size the Activity Center building would be.

Mr. Krass stated approximately 19,000 square feet.

Mr. Feuerborn added that the park has room to allow for expansion of the building to at least as large as the existing plan.

Commissioner Fizer asked if the existing "Welcome to Raymore" sign on 58 Highway would remain.

Mr. Feuerborn stated the City just learned that the City is the owner of the sign and that current plans call for the removal of the sign when the new sign at the Raymore Marketplace is installed.

Commissioner Bowie asked if there are plans for additional street lights in Raymore.

Mr. Feuerborn stated a resident can make a request to have a street light installed. There is a request form on the City website that can be utilized.

Chairman Faulkner closed the floor to the public, and closed the public hearing, at 8:12 p.m.

Jonathan Zerr, City Attorney, stated that a motion for recommendation of approval of the FY 2017-2021 Capital Improvement Program would be in order.

Motion by Commissioner Anderson, Second by Commissioner Bowie to recommend approval of case #16017, 2017-2021 Capital Improvement Program, to the City Council.

Vote on Motion:

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

Motion passed 8-0-0.

8. City Council Report

Jonathan Zerr gave the City Council report.

9. Staff Report

A. Planning Pipeline

Mr. Cadoret reviewed the status of building activity in the community and presented the upcoming schedule for the Commission.

10. Public Comment

None.

11. Commission Member Comment

Commissioner Anderson - commended Mr. Feuerborn and staff for the work on the CIP
Commissioner Berendzen - echoed comments by Commissioner Anderson; stated he was pleased the discussions and ideas from the Community Conversations were taken to heart; and was pleased to hear of the purchase of the old post office in Original Town.
Commissioner Meuschke - concurred with the comments already made
Commissioner Bowie - commented on the boom in home construction activity
Commissioner Fizer - no comment
Commissioner Crain - stated he always appreciates the discussion on the CIP
Mayor Turnbow - stated it is an exciting time to be Mayor in Raymore. The City is fiscally sound and thanked staff for all of its work on the CIP
Chairman Faulkner - thanked Mr. Feuerborn for the presentation and thanked staff for all of its work.

12. Adjournment

Motion by Mayor Turnbow, Second by Commissioner Meuschke to adjourn the September 6, 2016 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 8-0-0.

The September 6, 2016 meeting adjourned at 8:25 p.m.

Respectfully submitted,

Jim Cadoret