

## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, September 24, 2018

7:00 p.m.

**1. Call to Order.**

**2. Roll Call.**

**3. Pledge of Allegiance.**

**4. Presentations/Awards.**

- Harriet Lawrence, Arts Commission chairwoman

**5. Personal Appearances.**

**6. Staff Reports.**

- A. Status of Capital Improvements (pg 9)
- B. Public Works (pg 17)
- C. Parks and Recreation (pg 19)
- D. Communications Report
- E. Monthly Financial Report (pg 23)

**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 10, 2018 (pg 33)
- B. 2017 Stormwater Improvements - Acceptance and Final Payment

Reference: - Resolution 18-50 (pg 41)

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

C. Raymore Activity Center - Acceptance

Reference: - Resolution 18-55 (pg 43)

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

D. Harold Estates Lift Station - Acceptance

Reference: - Resolution 18-53 (pg 45)

The City of Raymore has entered into an agreement with the Harold Estates Homes Association to assume ownership and maintenance of the sanitary sewer lift station.

E. Reappointment of William Rust to the Raymore Tree Board

Reference: - Resolution 18-56 (pg 47)

Mayor Turnbow has re-appointed William Rust to the Raymore Tree Board. The re-appointment is now before the City Council for approval.

F. Appointment of Laura Richardson to the Ward 2 Arts Commission seat

Reference: - Resolution 18-58 (pg 49)

Mayor Turnbow has appointed Laura Richardson to the Raymore Arts Commission. The appointment is now before the City Council for approval.

G. Appointment of James Gribble to the Ward 4 Arts Commission seat

Reference: - Resolution 18-59 (pg 51)

Mayor Turnbow has appointed James Gribble to the Raymore Arts Commission. The appointment is now before the City Council for approval.

H. Acceptance of Public Improvements - Westbrook 14th Plat

Reference: - Resolution 18-57 (pg 53)

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.

I. Appointment of Kevin Barber to the Belton-Raymore TDD

Reference: - Resolution 18-60 (pg 55)

This Resolution appoints Kevin Barber to fill the unexpired current term and following term of Derek Moorhead to the Belton-Raymore TDD.

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

### **A. Award of Contract Public Works Facility Roof**

Reference: - Agenda Item Information Sheet (pg 59)  
- Bill 3389 (pg 61)  
- Contract (pg 63)

Staff recommends approval of Bill 3389 awarding a contract to JR & Co., Inc. for the Public Works Facility Roof.

- City Council, 09/10/18: Approved 7-0

### **B. Budget Amendment-FY 2018 Operating Adjustments**

Reference: - Agenda Item Information Sheet (pg 117)  
- Bill 3390 (pg 119)

During Fiscal Year 2018 the following line-item expenditures exceeded projections: the prosecuting attorney contract, police training and water tap installations. Staff is also requesting transfers from the Court, Communications and Parks & Recreation department budgets to the Restricted Revenue Fund for budgeted expenditures that will not be contracted or finalized prior to October 31, 2018. The Parks & Recreation Fund received an Archery Grant during the fiscal year and opened the Raymore Activity Center. Both need to be recognized in this fiscal year for revenue and expenditures.

- City Council, 09/10/18: Approved 7-0

## **10. New Business. First Reading.**

### **A. Liquor License Application - El Dorado Mexican Restaurant (public hearing)**

Reference: - Agenda Item Information Sheet (pg 125)  
- City Code Section 600.050 (pg 127)

Jennifer Armstrong owner of HC&R Restaurant, LLC. dba El Dorado Mexican Restaurant located at 404 W. Pine St., has filed an application for a 2018-2019 liquor license. The applicant has submitted the necessary application and supporting documents as outlined by City Code. If approved by the City Council, further approval to obtain a license from the City of Raymore is subject to State requirements and State licensing.

B. Confirmation of Undeveloped Lots to Have Sidewalk Installed by City

Reference: - Agenda Item Information Sheet (pg 129)  
- Resolution 18-54 (pg 131)

On Sept. 10 Council held public hearings to determine those undeveloped lots on which the City will install sidewalk and levy a special assessment against the lot for the costs. This resolution confirms the list of identified lots and authorizes the City staff to proceed with the steps necessary to have the sidewalk installed.

C. Award of Contract - On-call Survey Services

Reference: - Agenda Item Information Sheet (pg 133)  
- Bill 3391 (pg 135)  
- Contract (pg 137)

Staff recommends approval of Bill 3391 awarding a contract to Huffman Land Surveyors, Inc. for on-call survey services.

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

**12. Mayor/Council Communication.**

**13. Adjournment.**

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Items provided under "Miscellaneous" in the Council Packet:

- Parks and Recreation Meeting minutes, 07/24/18 (pg 161)
  - Planning and Zoning Commission minutes, 09/04/18 (pg 165)
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**EXECUTIVE SESSION (CLOSED MEETING)**

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

- Litigation matters as authorized by § 610.021 (1),
- Real Estate acquisition matters as authorized by § 610.021 (2),
- Personnel matters as authorized by § 610.021 (3),
- Other matters as authorized by § 610.021 (4-21) as may be applicable.

*Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816)*

*331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.*

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



# Staff Reports





## Status of Capital Improvements week of Sept 24, 2018

### Buildings & Grounds

#### 2018 Projects

- City Hall LED Lighting Upgrades - This project involves the replacement of various light fixtures on both the interior and exterior of the building along with a new fixture above the lower west-side police entrance. *BERP Fund \$13,250 (MEK)*
- Public Works Facility - LED Lighting - This project involves replacing 217 fluorescent bulbs and 13 exterior wall packs with LED lights at the Public Works Maintenance Facility. This FY17 project was delayed for additional funding. *BERP Fund \$10,500 (MEK)*
- City Hall Lobby Modifications - This project involves the modification and improvements of the service windows and lobby. *BERP Fund \$40,000 (MEK)*

#### 2017 Projects

- City Hall Phone System - This project involves the replacement of the Inter-tel digital phone system with a hosted cloud based system including 77 VOIP handsets and conference phones at the City Hall location. *BERP Fund \$45,000 (JM)*
- Security Cameras at Parks & Public Works - This project involves the installation of a total of 20 security cameras in Recreation Park, Memorial Park, Moon Valley Park and the public works facility. *Capital Improvement Sales Tax Fund \$35,000 (JM)*
- Internet and Public Wifi in the Parks - This project involves the installation of internet service and public wifi at the concession stands in Recreation Park and Memorial Park. *Capital Improvement Sales Tax Fund \$33,500 (JM)*
- City Hall Front Entry Repair - This project involves repairs to the storefront entry way and entrance slab to City Hall. The scope of work for these repairs includes items such as: removal and replacement of existing flashing, modifications to the front entrance doors to make them watertight, removal of the existing front slab to determine and abate the source of the water entering the evidence room. This FY17 project was delayed for additional funding. *BERP Fund \$242,000 (MEK)*
- Public Works Facility Roof Repair - This project involves repairing the existing public works facility roof. This FY16 project was delayed for additional funding *BERP Fund \$203,000 (MEK)*

## 2016 Projects

- 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. *Building/Equipment Repair and Replacement Fund, \$45,000 (MEK)*

## 2013 Projects

- Police Firing Range: This project involves the lease of land for an outdoor police firing range as well as joint cooperation with the landlord of the property to complete desired improvements to include a backstop, fencing, and additional dirt work for berming. Additional increases such as; adding electricity, portable restroom facility, target system and additional security measures are being considered. *Capital Improvement Fund, \$94,000. (JZ)*

## Community Development

### 2018 Projects

- GO Project Support - These funds have been set aside to assist in the future General Obligation projects due to recent increase bid pricing. *Capital Improvement Fund, \$217,394. (CW)*
- GO Project Support/Hawk Ridge Park - These funds have been set aside to assist in the project costs for Hawk Ridge Park. *Capital Improvement Fund, \$382,606. (CW)*

### 2017 Projects

- GO Contingency/T.B. Hanna - These funds have been set aside to assist in the project costs for T.B. Hanna. *Capital Improvement Fund, \$301,500. (CW)*

## Parks and Recreation

### 2018 Projects

- Recreation Park Picnic Pavilion: This project would involve the demolition of the existing park house and site restoration and create an additional picnic pavilion with restrooms and special event storage. *Park Sales Tax Fund, \$210,000 (NM)*
- Recreation Park Pedestrian Bridge Replacement: This project would involve the replacement of the current bridge and construction of new pedestrian crossing to the east connecting Moon Valley and Recreation Park. *Park Sales Tax Fund, \$55,000 (NM)*
- Recreation Park Pedestrian Safety Enhancements: This project involves the construction of pedestrian access points off the main parking lot which will connect the Raymore Activity Center, the baseball complex and the soccer complex to the trail system. The project Includes; parking lot striping that adds additional ADA parking spots, no parking zones and pedestrian entrances, some landscaping and a prime location for public art. *Park Sales Tax Fund, \$100,000 (NM)*

## 2017 Projects

- Ward Park Shelter Facility: A small picnic shelter will be built on a 12' x 12' pad to provide shade and offer a place to rest and picnic near the playground at Ward Park. *Park Sales Tax Fund, \$6,500 (NM)*
- Raymore Arboretum: This project converts the west side of Memorial Park into a living Arboretum with entrance and educational signage and supplemental tree planting. This project provides the Raymore Tree Board the opportunity to fund enhancements at the designated area of Memorial Park into an Arboretum. *04 - Restricted Revenue Fund \$10,000 (NM)*
- Trail Lighting: This project involves a systematic study of costs, safety and needs assessment prioritizing the installation of lights along the trail system in the Parks and Recreation Department. *Park Sales Tax Fund, \$100,000 (NM)*

## 2016 Projects

- Hawk Ridge Park Phase (I-b) ADA Dock: This project involves the purchase and installation of an ADA dock in Johnston Lake at the park. Staff worked with CAPS (Community Assistance Program) with the Missouri Department of Conservation seeking opportunities for grants and partnerships to obtain additional funding. The Council and Park Board approved an updated agreement in which the MO Department of Conservation will provide assistance with this project and other amenities totalling 75% of total project costs with a maximum of \$178,000. 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)*
- Hawk Ridge Park Phase (I-c) Restroom: This project would involve the installation of a restroom facility at the park. This project has been partnered with the ADA Dock listed above and is also being completed and jointly funded under the CAPS agreement. *Park Sales Tax Fund, \$90,000 (NM)*

## 2015 Projects

- Hawk Ridge Park Walking Trail - Lake Loop  
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 was initially delayed and has been partnered with the ADA Dock listed above. The loop trail is also partially funded under the CAPS agreement. *Park Sales Tax Fund, \$160,000; (NM)*

## Sanitary Sewer

### 2018 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 2018, efforts will focus in the Silverlake, Cedar Ridge, and Moon Valley subdivisions. *Enterprise Capital Maintenance Fund, \$123,000 (MEK)*
- Lift Station Emergency Generators - This project involves the placement of emergency electrical generators at the Hunters Glen and Morningview lift stations. *Sewer Connection Fund, \$94,500 (MEK)*
- Owen Good Overflow Valve Replacement: This project involves the replacement of the 24" control valve for the excess flow holding basins at the Owen Good pumping station. *Enterprise Capital Maintenance Fund, \$30,000 (MEK)*

### 2017 Projects

- Silvertop Sewer Replacement - This project involves replacing approximately 300 feet of failed clay sewer pipe along Silvertop Lane in the vicinity of Cove Drive. *Enterprise Capital Maintenance Fund, \$60,000 (MEK)*

## Storm Water

### 2018 Projects

- Annual Curb Replacement: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2018 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. *Stormwater Fund, \$100,000 (MEK)*
- Permeable Pavers Crosswalks - This project involves the installation of permeable paver crosswalks along the south side of West Foxwood Drive (58 Hwy) from Skyline Drive to N. High Drive. Intersections identified are Skyline Dr., Sunset Lane (southside of 58), Park Dr., Woodson Dr., High Dr., Darrowby Dr., Mott Dr., Sunset (north side of 58), Appaloosa, and Arabian. \$176,685: *Stormwater Sales Tax Fund \$114,465, Transportation Sales Tax Fund \$62,220 (MEK)*
- North Washington St Culvert Replacement - This project involves the replacement of a failed stormwater culvert located adjacent to 507 N. Washington St. *Stormwater Fund, \$33,000 (MEK)*
- Storm Culvert Replacement - This project involves the removal and replacement of approximately 650 feet of deteriorated culvert pipe located in the rear yards between Rainbow Circle and Silver Lake Circle. *Stormwater Fund, \$28,000 (MEK)*

### 2017 Projects

- Detention Pond Rehab/Beautification Partnership - This project involves the pilot of a program to modify an existing detention pond to proper EPA standards and provide

education and training to the landowner to cover the proper annual maintenance. The project will involve tasks such as; removal of existing vegetation, regrading of pond bottoms, removal of low-flow concrete channels, and replacing these items with the appropriate plantings identified in the MARC/APWA Best Management Practices Manual. *Capital Improvement Sales Tax Fund \$50,000 (MEK)*

- City Hall Detention Pond - This project involves the modification of the existing detention pond to proper EPA standards and the creation of a proper annual maintenance program. *Capital Improvement Sales Tax Fund \$80,000 (MEK)*
- Municipal Center BMPs - This project involves the creation and implementation of BMPs (Best Management Practices) for the storm water detention areas associated with the Municipal Center property. *Stormwater Fund, \$80,000 (MEK)*
- FY17 Stormwater Improvements - This project involves several stormwater improvement projects at locations throughout the City: Dean Ave - Culvert Installation, Park Dr. - Replacement of collapsed culvert south of Lillian Lane. Sierra Court - Underdrain installation and 58 Hwy - Headwall Repairs. *Capital Improvement Sales Tax Fund, \$74,000 (MEK)*
- Cul-de-sac Program - This project involves a pilot program to modify several cul-de-sacs to include an island rain garden. res of concentration in 2017 are: N. Oxford, Meadowlark Dr and Rachel Circle. *Transportation Fund, \$100,000 (MEK)*

## Transportation

### 2018 Projects

- Annual Curb Replacement Program: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2018 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. *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, micro paving, chip/sealing, and crack sealing. This occurs in various locations around the City, approved by the City Council on an annual basis. *Transportation Fund, \$800,000 (MEK)*
- Annual Sidewalk Program: This project involves installation of sidewalks 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. *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 2018 this will entail Dean Ave and Lucy Webb. *Excise Tax Fund, \$125,000 (MEK)*
- Hubach Hill Road Street Light - This project involves the installation of streetlights along Hubach Hill Road between J Highway and Florence Road. *Transportation Fund, \$8,000 (MEK)*

- Johnston Drive Street Light - This project involves the installation of street lights at the intersection of Johnston Drive at Foxridge Drive. *Transportation Fund, \$8,000 (MEK)*
- Lucy Webb Roundabout Additional Lighting - This project involves the installation of two additional street lights at the Lucy Webb/Dean Avenue roundabout. *Transportation Fund, \$12,000 (MEK)*
- Street Light Installation -This project involves the installation of street lights that have been requested by resident petition. *Capital Improvement Sales Tax Fund \$15,000 (MEK)*

#### 2016 Projects

- 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. *Transportation Fund, \$350,000 (MEK)*

### Water Supply

#### 2018 Projects

- Sensus Meter Reading System - This project will fund for a multi-year program to convert our current residential water meters to Sensus meters, electronic reading transmitters and handheld reading equipment. *Capital Maintenance Fund \$150,000 (MEK)*

#### 2017 Projects

- Sensus Meter Reading System - This project will fund for a multi-year program to convert our current residential water meters to Sensus meters, electronic reading transmitters and handheld reading equipment. *Capital Maintenance Fund \$150,000 (MEK)*

### Bond Projects

#### Raymore Parks

- Centerview: 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. *\$3,589,250: Capital Improvement Sales Tax Fund, \$1,815,250; 2016 General Obligation Bond, \$1,774,000 (JF)*
- 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. *General Obligation Bond, \$2,952,573 (JF)*
- 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. *General Obligation Bond, \$85,000 (NM)*

- 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. *General Obligation Bond, \$675,100 (NM)*
- 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. *General Obligation Bond, \$700,000 (NM)*
- Recreation Park Trail Rehabilitation: This project will replace broken down portions of the Recreation Park walking trail, crack seal and reseal the entire loop trail. *General Obligation Bond, \$55,000 (NM)*
- 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. *General Obligation Bond, \$600,000 (NM)*

#### Raymore Streets

- Foxridge Drive: This project involves the extension of Foxridge Drive from Old Paint Road to Dean Avenue. *General Obligation Bond \$700,000 (MEK)*
- Johnston Drive: This project involves the extension of Johnston Drive from S. Darrowby Drive to Dean Avenue. *General Obligation Bond \$350,000 (MEK)*
- 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. *General Obligation Bond \$700,000 (MEK)*

**Status of Capital Improvements - September 24, 2018**

Category	Project	Fiscal Year	Budget Amount	Stage of Completion	Percent Complete	Total Expenditure	Under (Over) Budget
Buildings & Grounds	City Hall LED Lighting Upgrades	2018	\$13,250	Construction	60		
Buildings & Grounds	Public Works LED Lighting Upgrades	2018	\$10,500	Construction	95		
Buildings & Grounds	City Hall Lobby Modifications	2018	\$40,000	Bid Process			
Buildings & Grounds	City Hall Phone System	2017	\$45,000	Construction	98		
Buildings & Grounds	Security Cameras at Parks & Public Works	2017	\$35,000	Construction	50		
Buildings & Grounds	Internet and Public Wifi in the Parks	2017	\$33,500	Construction	50		
Buildings & Grounds	City Hall Front Entry Repair	2017	\$242,000	Bid Process			
Buildings & Grounds	Public Works Facility Roof Repair	2017	\$203,000	Contract Award			
Buildings & Grounds	City Hall Lower Level Fire Suppression Modification	2016	\$45,000	Planning			
Buildings & Grounds	Police Firing Range	2016	\$94,000	Ongoing			
Community Development	GO Project Support	2018	\$217,394	Not Started			
Community Development	GO Hawk Ridge Park Support	2018	\$382,606	Construction			
Community Development	GO Contingency/T.B. Hanna	2017	\$301,500	Design			
Parks & Recreation	Recreation Park Picnic Pavilion	2018	\$210,000	Not Started			
Parks & Recreation	Recreation Park Pedestrian Bridge Replacements	2018	\$55,000	Design			
Parks & Recreation	Recreation Park Pedestrian Safety Enhancements	2018	\$100,000	Construction	95		
Parks & Recreation	Ward Park Shelter Facility	2017	\$6,500	Construction	95		
Parks & Recreation	Raymore Arboretum	2017	\$10,000	Construction	95		
Parks & Recreation	Trail Lighting	2017	\$100,000	Not Started			
Parks & Recreation	Hawk Ridge Park Phase (I-b) ADA Dock	2016	\$45,000	Construction	5		
Parks & Recreation	Hawk Ridge Park Phase (I-c) Restroom	2016	\$90,000	Construction	5		
Parks & Recreation	Hawk Ridge Park Walking Trail - Lake Loop	2015	\$160,000	Construction	5		
Sanitary	Sanitary Sewer Inflow and Infiltration Reduction	2018	\$123,000	Construction	95		
Sanitary	Lift Station Emergency Generators	2018	\$94,500	Design			
Sanitary	Owen Good Overflow Valve Replacement	2018	\$30,000	Construction			
Sanitary	Silvertop Sewer Replacement	2017	\$60,000	Construction	95		
Stormwater	Annual Curb Replacement Program	2018	\$100,000	Construction	95		
Stormwater	Permeable Pavers Crosswalks	2018	\$176,685	Construction	75		
Stormwater	North Washington Street Culvert Replacement	2018	\$33,000	Construction	95		
Stormwater	Stormwater Culvert Replacement	2018	\$28,000	Construction	95		
Stormwater	Detention Pond Rehab/Beautification Partnership	2017	\$50,000	Design			
Stormwater	City Hall Detention Pond	2017	\$80,000	Design			
Stormwater	Municipal Center BMP's	2017	\$80,000	Design			
Stormwater	FY17 Stormwater Improvements	2017	\$74,000	Construction	95		
Stormwater	Cul-de-sac Program	2017	\$100,000	Not Started			
Transportation	Annual Curb Replacement Program	2018	\$400,000	Construction	95		
Transportation	Annual Street Preservation Program	2018	\$800,000	Construction	95		
Transportation	Annual Sidewalk Program	2018	\$117,000	Construction	15		
Transportation	Maintenance of Thoroughfare Routes	2018	\$125,000	Construction	95		
Transportation	Hubach Hill Road Street Light	2018	\$8,000	Design			
Transportation	Johnston Drive Street Light	2018	\$8,000	Design			
Transportation	Lucy Webb Roundabout Additional Lighting	2018	\$12,000	Design			
Transportation	Street Light Installation	2018	\$15,000	Not Started			
Transportation	Construction of Sunset Lane Gap	2016	\$350,000	Construction			
Water	Sensus Meter Reading System	2018	\$150,000	Contract Award			
Water	Sensus Meter Reading System	2017	\$150,000	Construction	75		
<b>Total Capital Funded Projects</b>			<b>\$5,603,435</b>				
Parks GO Bond	Centerview	2017	\$3,589,250	Construction	95		
Parks GO Bond	Activity Center at Recreation Park	2017	\$2,952,573	Construction	95		
Parks GO Bond	Hawk Ridge Park Additional Signage	2017	\$85,000	Construction	5		
Parks GO Bond	Hawk Ridge Park Amphitheater	2017	\$675,100	Construction	5		
Parks GO Bond	Hawk Ridge Park Parking Lot Expansion & ADA Playgro	2017	\$700,000	Construction	5		
Parks GO Bond	Recreation Park Trail Rehabilitation	2017	\$55,000	Construction	85		
Parks GO Bond	T.B. Hanna Station Amenities	2017	\$600,000	Design			
Transportation GO Bond	Foxridge Drive	2016	\$700,000	Construction	95		
Transportation GO Bond	Johnston Drive	2016	\$350,000	Construction	95		
Transportation GO Bond	Kentucky Construction	2016	\$700,000	Design			
<b>Total GO Bond Funded Projects</b>			<b>\$10,406,923</b>				
<b>Total Capital Improvement Projects</b>			<b>\$16,010,358</b>				



## **PUBLIC WORKS MONTHLY REPORT**

**September 2018**

### **ENGINEERING DIVISION**

#### **Projects Under Construction**

- 2018 Sidewalk and Curb Programs
- 2018 Street Preservation
- Permeable Paver Crosswalks
- Hawkridge Park

#### **Projects Under Design**

- 155th Street - Phase III Overlay Madison to Kurzweil
- Kentucky Road

#### **Development Under Construction**

- Heritage Hills
- Edgewater
- Meadowood
- Westbrook at Creekmoor

#### **Developments Under Review**

- Prairie View of the Good Ranch

### **OPERATIONS & MAINTENANCE DIVISION**

- 13 Water Taps
- 11 Sewer Inspections
- 5 Partial Water Inspections
- 11 Water Inspections
- 481 Line Locates
- 172 City Hall Work Orders
- 11 Driveway Approach Inspections
- 12 Sidewalk Inspections
- 11 Final ROW Inspections
- 8 Meter Conversions
- 50 Potholes Patched
- 184 Feet of Sidewalks Mudjacked
- 45 Service Requests Completed



# MONTHLY REPORT

## September 2018

### ***HIGHLIGHTS***

- Area Parks & Recreation directors met at Centerview with recreation and athletic coordinators to discuss unifying rules, regulations and other topics to help ensure a better participant experience in our youth sports programs. Participating cities included Raymore, Belton, Grandview, Pleasant Hill, Peculiar and Harrisonville.
- The Parks & Recreation Department met with Pastors of the First Baptist Church to discuss improvements and scheduling of improvements at T.B. Hanna Station.
- Recreation staff held interviews for several part-time positions within the department. Positions are still open. Contact the Parks and Recreation Department at 816-322-2791 or the Human Resources Department at 816-331-0488 to apply.
- Flag football and volleyball coaches meetings were held the last week of August. Baseball/softball schedules are posted on [www.teamsideline.com/raymore](http://www.teamsideline.com/raymore).
- Park staff assembled and installed new benches along Municipal Circle. The benches were part of a grant received by the Community Development Department for pedestrian improvements at Municipal Center.
- Parks staff prepared the Recreation Park soccer fields for the first week of recreational youth soccer games that started September 8.
- Athletic Coordinator Todd Brennon participated in a youth recreational volleyball scheduling meeting with the South Metro Sports Group.
- Youth recreational volleyball practices began Tuesday, September 4 and are being held at many of the Raymore-Peculiar School District gymnasiums.



- Recreational soccer uniforms arrived and were distributed to coaches.
- Recreation Superintendent John McLain participated in a Mid-America Regional Council Government Training Institute course on Thursday discussing coaching and motivation.
- Parks and Recreation Director Nathan Musteen participated in the 2018 Altruism Institute in Boulder, Colorado September 3 - 6.
- The Hawk Ridge Park playground fundraising committee met to discuss the beginning efforts to solicit donations for the inclusive playground. The unique playground will be the first of its kind in Cass County and one of only three in the Kansas City metro area. It will create an inclusive space for play for children and adults of all abilities. More information on the Hawk's Nest Playground can be found at [www.Raymore.com/HawksNest](http://www.Raymore.com/HawksNest).
- Athletic Coordinator Todd Brennon attended the Missouri Parks and Recreation Leadership Development Conference.
- Staff hosted the flag football referee meeting at Centerview.
- Staff held interviews for various part-time positions throughout the parks. To learn more about open position in the Parks & Recreation Department, visit [www.Raymore.com/Jobs](http://www.Raymore.com/Jobs).
- The Parks & Recreation Board met in work session on Tuesday. Topic of discussion included an Eagle Scout project presentation for Memorial Park.
- Parks and Recreation Director Nathan Musteen was interviewed for an article to be published in the KC Star in October. The article will focus on Hawk Ridge Park and the Hawk's Nest all-inclusive playground.
- Parks and Recreation Director Nathan Musteen and Communications Specialist Melissa McGhee met with reporters from Fox 4 News at Hawk Ridge Park.
- The Missouri Department of Conservation stocked Johnston Lake at Hawk Ridge Park with Channel Catfish this week. Anglers should be careful when accessing the lake for





fishing and stay clear of the fenced off construction areas at the Park.

- Flag Football and Recreational baseball/softball began September 17th.
- Raymore United hosted the half-time activities for Youth Night at the Raymore-Peculiar Varsity Soccer Game Wednesday, September 19th. Coaches and Staff held skills and drills games and gave away Raymore United prizes.
- Parks and Recreation Director Nathan Musteen attended the KC Metro Area Parks and Recreation Director's meeting in Mission, KS.

### **PARKS & RECREATION BOARD**

- |              |  |
|--------------|--|
| August 24    | 7:00pm - Topics of discussion included: <ul style="list-style-type: none"><li>• Staff Reports</li><li>• National Recreation &amp; Park Association Annual Conference</li></ul> |
| September 10 | 6:00pm - Eagle Scout Project Presentation <ul style="list-style-type: none"><li>• Memorial Park Flag Repository</li></ul>  |

### **CENTERVIEW**

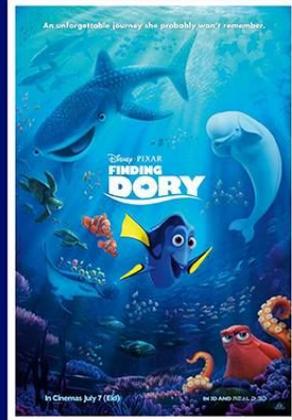
- Police Department Training
- Missouri Municipal League-Westgate Division Clerks Meeting
- Rotary Luncheon
- Evening Yoga Class
- City Clerks Joint Cities Dinner Meeting
- Rotary Monthly Meeting
- Edward Jones Breakfast Meeting
- Raymore Emergency Management Meeting
- Van Trust Project Good Neighbor Meeting
- Baby Shower
- Going Away Party
- Edward Jones Dinner Meeting
- Unlimited Play Playground Meeting
- Pins and Needles
- Wedding Reception
- Raymore Readers Book Club

## ***RECREATION PROGRAMS & SPECIAL EVENTS***



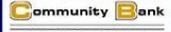
**RAYMORE  
FARMERS  
MARKET**

**LAST NIGHT OF 2018  
SEPTEMBER 25**



**MOVIE IN THE PARK**  
Sept. 28 at dusk  
T.B. Hanna Station

Popcorn and refreshments provided by South Metro Fire.

Sponsored by:  
  
RAYMORE • PECULIAR  
HARRISONVILLE  
[www.cbonline.net](http://www.cbonline.net)



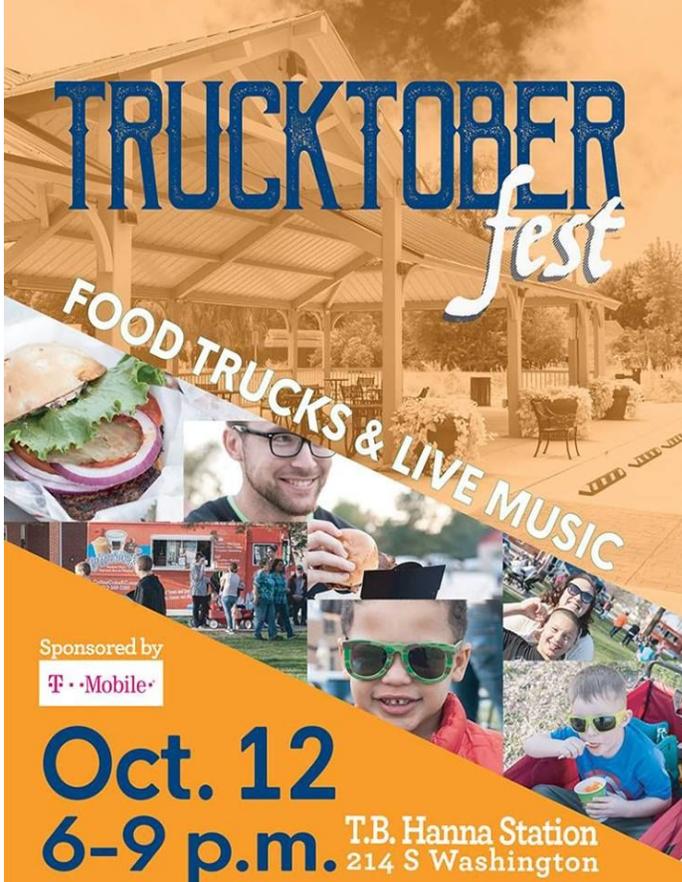
**WHAT MAKES RAYMORE HOME?**  
a community conversation.

Join your neighbors & friends as we jump back into the strategic planning process. Two years ago we hosted several community conversations and now we want to check in on our progress. We also want to know what makes Raymore home for you and how can we ensure every resident feels like they come home to more.

Monday, Oct. 1  
Centerview, 227 Municipal Circle  
Dinner will be provided  
Free childcare also available.

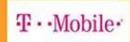
5:30 p.m. check-in / 6 p.m. start

Learn more and RSVP at [Raymore.com/Community](http://Raymore.com/Community)  
Dinner will be provided.  
Free childcare for children Kindergarten and older.



**TRUCKTOBER fest**

**FOOD TRUCKS & LIVE MUSIC**

Sponsored by  


**Oct. 12**  
**6-9 p.m.** T.B. Hanna Station  
214 S Washington

## FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period August 1, 2018 to August 31, 2018.

### August Financial Summary

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 73.11% 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 have exceeded budget. Staff anticipates this revenue source at year end to exceed budget by .8%.
- Franchise Tax revenues as a whole are tracking slightly below straight line at 80.67%. This revenue source varies depending on the weather, all electrical and gas energy are tracking as expected. However, once again the landline and wireless telecommunication as well as cable tv & video franchise taxes are down, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking at 84.88%. City sales taxes are at 85.50% while state shared gasoline and vehicle taxes are at 83.64%.
- Fees and Permit revenues are at 153.06% of budget . This is primarily due to the 219 residential building permits have been issued out of the 175 budgeted starts.
- License revenues collected are tracking as expected at 89.62% of straight line budget. Occupational license revenues collected are tracking as expected. Staff anticipates additional revenue throughout the summer for new builders to the area.
- Municipal Court revenues collected are below straight line budget at 66.76%. Staff anticipates this revenue to come in below budget at year-end and will continue to monitor this revenue source closely throughout the year.

##### Expenditures:

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly below.

- The Prosecuting Attorney Department is at 93.35% of straight line budget and will need a budget amendment due to the increase in the contract amount approved with Bill 3323. Staff will brought that forward in September with Bill 3390.

## **Parks & Recreation Fund**

### **Revenue:**

Revenues are at 88.16% of budget 83.33% of the way through the year. Park revenues associated with property taxes, miscellaneous and rentals are at 92.12% of straight line budget and will continue to increase in the next couple of months with increased usage of soccer fields, shelters and rental facilities throughout the summer and fall. Recreation revenues are below straight line budget at 85.27%. Staff expects these revenues to increase over the summer with soccer, adult softball and youth summer camp fees. Those revenues will be followed by flag football and volleyball in the fall. Revenue associated with the facility rental of Centerview are below straight line budget at 48.43%. Staff will continue to monitor this revenue closely throughout the year.

### **Expenditures:**

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 85.92% of straight line budget. The water meter supply revenue is once again off to a strong start with the 219 residential starts out of the budgeted 175. Staff will continue to monitor all utility revenue closely throughout the year. Staff once again brought forward a budget amendment for both recognition of the revenue and increased expenditures in September with Bill 3390.

### **Expenditures:**

Enterprise Fund expenditures 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
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,417,823.00	5,123.89	1,423,720.15	0.00	( 5,897.15)	100.42
FRANCHISE TAXES	0.00	0.00	0.00	2,251,722.00	215,781.64	1,816,391.49	0.00	435,330.51	80.67
SALES TAXES	0.00	0.00	0.00	3,365,620.00	261,103.29	2,856,590.19	0.00	509,029.81	84.88
FEES AND PERMITS	0.00	0.00	0.00	357,112.00	32,298.35	546,579.64	0.00	( 189,467.64)	153.06
LICENSES	0.00	0.00	0.00	142,680.00	2,198.75	127,865.50	0.00	14,814.50	89.62
MUNICIPAL COURT	0.00	0.00	0.00	381,957.00	20,885.63	254,996.06	0.00	126,960.94	66.76
MISCELLANEOUS	0.00	0.00	0.00	353,455.00	9,259.16	377,238.32	( 3.59)	( 23,779.73)	106.73
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,465,107.00	117,943.92	1,179,439.20	0.00	285,667.80	80.50
<b>TOTAL NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,735,476.00</b>	<b>664,594.63</b>	<b>8,582,820.55</b>	<b>( 3.59)</b>	<b>1,152,659.04</b>	<b>88.16</b>
<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,735,476.00</b>	<b>664,594.63</b>	<b>8,582,820.55</b>	<b>( 3.59)</b>	<b>1,152,659.04</b>	<b>88.16</b>
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	782,220.00	73,518.33	735,183.30	0.00	47,036.70	93.99
ADMINISTRATION	0.00	0.00	0.00	1,103,941.75	65,319.32	794,372.69	3,495.68	306,073.38	72.27
INFORMATION TECHNOLOGY	1,128.12	1,128.12	0.00	473,750.40	24,046.74	354,574.23	5,957.25	113,218.92	76.10
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	224,235.00	11,473.81	151,156.51	40.10	73,038.39	67.43
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	707,163.25	50,128.53	554,491.77	2,547.50	150,123.98	78.77
ENGINEERING	0.00	0.00	0.00	419,021.00	30,290.11	326,851.22	1,600.10	90,569.68	78.39
STREETS	0.00	0.00	0.00	913,920.00	49,790.83	661,328.16	20,254.71	232,337.13	74.58
BUILDING & GROUNDS	0.00	0.00	0.00	311,020.60	23,260.61	231,321.15	2,534.42	77,165.03	75.19
STORMWATER	0.00	0.00	0.00	289,053.00	19,860.32	239,150.30	462.99	49,439.71	82.90
COURT	0.00	0.00	0.00	171,046.50	7,681.75	112,948.95	0.00	58,097.55	66.03
FINANCE	0.00	0.00	0.00	636,570.00	45,729.83	513,546.14	3,950.25	119,073.61	81.29
COMMUNICATIONS	0.00	0.00	0.00	317,768.00	22,309.55	224,427.40	1,204.55	92,136.05	71.01
PROSECUTING ATTORNEY	0.00	0.00	0.00	20,140.00	2,000.00	16,800.00	2,000.00	1,340.00	93.35
POLICE	0.00	0.00	0.00	4,177,333.00	316,939.35	3,273,278.28	9,616.16	894,438.56	78.59
EMERGENCY MANAGEMENT	0.00	0.00	0.00	129,580.50	8,988.55	101,685.45	1,158.82	26,736.23	79.37
<b>TOTAL EXPENDITURES</b>	<b>1,128.12</b>	<b>1,128.12</b>	<b>0.00</b>	<b>10,676,763.00</b>	<b>751,337.63</b>	<b>8,291,115.55</b>	<b>54,822.53</b>	<b>2,330,824.92</b>	<b>78.17</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 1,128.12)</b>	<b>1,128.12</b>	<b>0.00</b>	<b>( 941,287.00)</b>	<b>( 86,743.00)</b>	<b>291,705.00</b>	<b>( 54,826.12)</b>	<b>( 1,178,165.88)</b>	<b>25.17-</b>

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
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	302.37	647.81	0.00	( 647.81)	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	302.37	647.81	0.00	( 647.81)	0.00
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	376,201.00	1,379.10	383,125.42	0.00	( 6,924.42)	101.84
MISCELLANEOUS	0.00	0.00	0.00	5,305.00	2,883.30	12,055.63	0.00	( 6,750.63)	227.25
FACILITY RENTAL REVENUE	0.00	0.00	0.00	10,550.00	900.00	5,540.00	0.00	5,010.00	52.51
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	375,000.00	0.00	75,000.00	83.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	842,056.00	42,662.40	775,721.05	0.00	66,334.95	92.12
<u>RECREATION DIVISION</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	3,620.65	0.00	( 3,620.65)	0.00
CONCESSION REVENUE	0.00	0.00	0.00	52,000.00	517.57	33,774.55	0.00	18,225.45	64.95
FACILITY RENTAL REVENUE	0.00	0.00	0.00	15,000.00	0.00	10,255.00	0.00	4,745.00	68.37
PROGRAM REVENUE	0.00	0.00	0.00	364,025.00	38,272.00	319,973.50	( 75.00)	44,126.50	87.88
TOTAL RECREATION DIVISION	0.00	0.00	0.00	431,025.00	38,789.57	367,623.70	( 75.00)	63,476.30	85.27
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	50,205.00	2,755.50	25,750.03	0.00	24,454.97	51.29
PROGRAM REVENUE	0.00	0.00	0.00	4,200.00	0.00	600.00	0.00	3,600.00	14.29
TOTAL CENTERVIEW	0.00	0.00	0.00	54,405.00	2,755.50	26,350.03	0.00	28,054.97	48.43
<u>RAYMORE ACTIVITY CENTER</u>									
TOTAL REVENUES	0.00	0.00	0.00	1,327,486.00	84,509.84	1,170,342.59	( 75.00)	157,218.41	88.16
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	760,062.00	56,122.88	577,923.93	21,626.57	160,511.50	78.88
RECREATION DIVISION	0.00	0.00	0.00	581,732.00	63,566.81	480,116.05	6,988.90	94,627.05	83.73
CENTERVIEW	0.00	0.00	0.00	54,405.00	3,458.48	19,409.56	654.00	34,341.44	36.88
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	0.00	77.58	118.92	0.00	( 118.92)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	1,396,199.00	123,225.75	1,077,568.46	29,269.47	289,361.07	79.28
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	( 68,713.00)	( 38,715.91)	92,774.13	( 29,344.47)	( 132,142.66)	92.31-

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
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	28,945.00	6,376.14	43,997.22	0.00	( 15,052.22)	152.00
UTILITY REVENUE	0.00	0.00	0.00	7,725,070.00	809,316.30	6,618,868.70	0.00	1,106,201.30	85.68
<b>TOTAL NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,754,015.00</b>	<b>815,692.44</b>	<b>6,662,865.92</b>	<b>0.00</b>	<b>1,091,149.08</b>	<b>85.93</b>
<u>DEBT SERVICE</u>									
MISCELLANEOUS	0.00	0.00	0.00	156,213.00	0.00	( 542.35)	0.00	156,755.35	0.35-
<b>TOTAL DEBT SERVICE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>156,213.00</b>	<b>0.00</b>	<b>( 542.35)</b>	<b>0.00</b>	<b>156,755.35</b>	<b>0.35-</b>
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	16,816.32	0.00	( 16,816.32)	0.00
TRANSFERS - INTERFUND	0.00	0.00	0.00	0.00	12,083.33	117,500.02	0.00	( 117,500.02)	0.00
<b>TOTAL SRF SEWER BONDS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,083.33</b>	<b>134,316.34</b>	<b>0.00</b>	<b>( 134,316.34)</b>	<b>0.00</b>
<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,910,228.00</b>	<b>827,775.77</b>	<b>6,796,639.91</b>	<b>0.00</b>	<b>1,113,588.09</b>	<b>85.92</b>
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	540,099.00	45,008.25	450,082.50	0.00	90,016.50	83.33
WATER	0.00	0.00	0.00	3,299,424.00	319,237.18	2,380,163.78	15,789.09	903,471.13	72.62
SEWER	0.00	0.00	0.00	2,979,516.50	138,377.44	2,247,346.77	22,107.42	710,062.31	76.17
SOLID WASTE	0.00	0.00	0.00	1,072,109.00	84,485.08	782,660.45	0.00	289,448.55	73.00
SRF SEWER BONDS	0.00	0.00	0.00	156,212.50	16,500.00	174,247.99	0.00	( 18,035.49)	111.55
<b>TOTAL EXPENDITURES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,047,361.00</b>	<b>603,607.95</b>	<b>6,034,501.49</b>	<b>37,896.51</b>	<b>1,974,963.00</b>	<b>75.46</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>( 137,133.00)</b>	<b>224,167.82</b>	<b>762,138.42</b>	<b>( 37,896.51)</b>	<b>( 861,374.91)</b>	<b>528.13-</b>



## Investment Monthly Report

### Investments Held at 08/31/18

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
06/27/18	802621	CBR	CD		Fund 50 06/29/19	673,823.35	673,823.35	0.5500	673,823.35
08/24/18	108041765	Commerce	CD		08/26/19	2,000,000.00	2,000,000.00	2.3200	2,000,000.00
09/28/17	802699	CBR	CD		09/28/18	2,000,000.00	2,000,000.00	1.3500	2,000,000.00
11/21/17	802735	CBR	CD		11/21/18	2,000,000.00	2,000,000.00	1.6200	2,000,000.00
12/08/17	108041076	Commerce	CD		12/08/18	2,500,000.00	2,500,000.00	1.5200	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,051,793.10	2,051,793.10	1.0100	2,051,793.10
06/03/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	982,501.08	982,501.08	1.0100	982,501.08
09/01/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,066,051.51	1,066,051.51	1.0100	1,066,051.51
05/03/18	108041463	Commerce	CD		05/03/19	1,000,000.00	1,000,000.00	2.0000	1,000,000.00

#### Investment Total

**14,274,169.04 14,274,169.04**

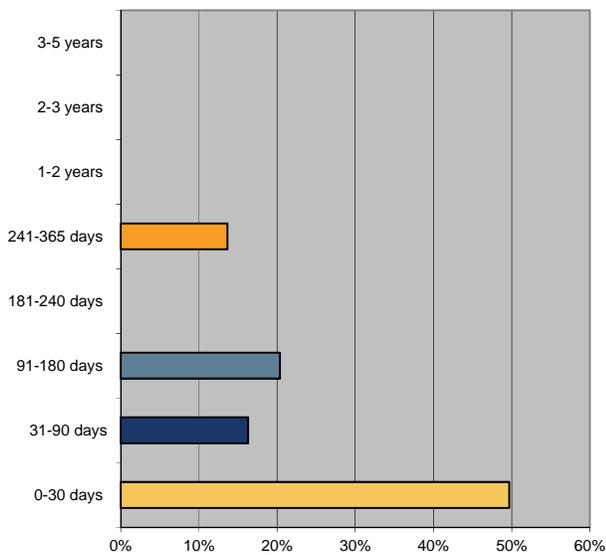
**14,274,169.04**

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

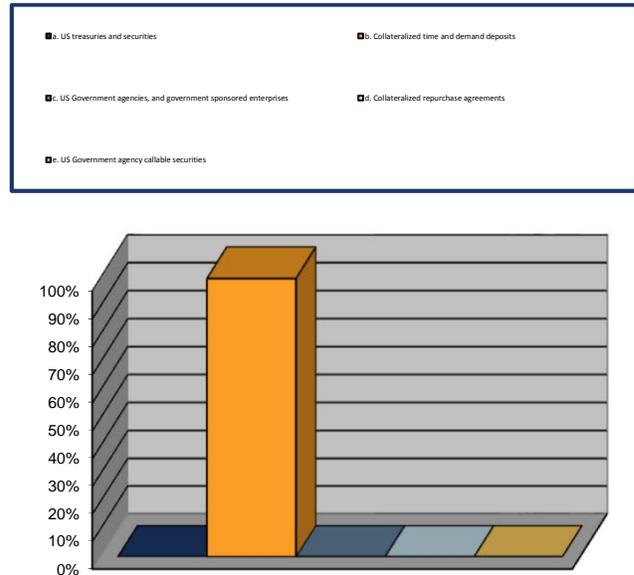
Average Annual Rate of Return: **1.4636**

\*\* Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration

**Investment by Maturity**



**Diversification by Type**



#### Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
08/24/17	802681	CBR	CD		08/24/18	2,018,756.95	2,018,756.95	1.2500	365

Average Rate of Return on Maturities: **1.25**

## August Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied
Community Development	AARP	\$15,000	Crosswalk at Centerview & two park benches around Municipal Circle	08/31/2018	Awarded

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
<b>Police:</b>					
State & Community Hwy. Safety Grant - DWI (Oct. 2016 - Sept. 2017)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$5,292.51	\$3,614.45	9/30/18
State & Community Hwy. Safety Grant - HMV (Oct. 2016 - Sept. 2017)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000.00 (no match)	\$2,942.10	\$2,942.10	9/30/18
Bulletproof Vest Partnership program (2016) <sup>1</sup>	U.S. Dept. of Justice	\$5,005.00 (50% match)	\$4,804.55	\$4,082.05	8/31/18
<b>Parks:</b>					
Recreational Amenity Cost Sharing Program - Community Assistance Program (CAPS)	MO Dept of Conservation	\$178,000 (75% Contribution by CAPS)	\$0.00	\$0.00	As Project is Complete
<b>Emergency Management:</b>					
Emergency Mgmt. Performance Grant - 2017 (Jan. - Dec. 2017)	FEMA	\$52,878.80 (50% match)	\$23,871.13	\$0.00	12/31/18
<b>Past Grant Awards:</b>	<b>Grantor</b>	<b>Award Amount / Match Req'd.</b>	<b>Eligible Amount Expended to Date</b>	<b>Awards/ Reimbursements Rec'd. to Date</b>	<b>Grant Deadline</b>
Emergency Mgmt. Performance Grant - 2017 (Jan. - Dec. 2017)	FEMA	\$50,408.17 (50% match)	\$49,106.81	\$48,428.24	12/31/17

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

# Consent Agenda



**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, SEPTEMBER 10, 2018 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY CLERK JEANIE WOERNER, AND CITY ATTORNEY JONATHAN ZERR.**

- 1. Call To Order.** Mayor Turnbow called the regular meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Jeanie Woerner called roll; quorum present to conduct business. Councilmember Kellogg absent.

Mayor Turnbow called for a moment of silence in memory of Greene County Deputy Sheriff Aaron Paul Roberts who recently lost his life in the line of duty.

**3. Pledge of Allegiance.**

**4. Presentations/Awards.**

Mayor Turnbow presented proclamations to Prairie Chapter DAR, Mary Sibley Chapter DAR, and Little Blue River Chapter DAR in recognition of Constitution Week, and Raymore Peculiar Sunrise Optimist Club in recognition of Childhood Cancer Awareness Month.

**5. Personal Appearances.**

**6. Staff Reports.**

Community Development Director Jim Cadoret provided a review of the staff report included in the Council packet and upcoming agenda items for the Planning and Zoning Commission.

Captain Jim Wilson provided information on ongoing thefts from unlocked vehicles throughout the City.

Communications Manager Mike Ekey introduced items for Council's distribution at the Farmers Market and requested a date for a group photo of the Mayor and Councilmembers.

City Manager Jim Feuerborn provided agenda items for the September 17 City Council work session.

**7. Committee Reports.**

**8. Consent Agenda.**

**A. City Council Minutes, August 27, 2018**

**B. Resolution 18-49, Memorial Park Improvements - Acceptance and Final Payment**

**C. Resolution 18-51, 155th Street Culvert Project - Acceptance and Final Payment**

**D. Resolution 18-52, Raymore Activity Center Audio/Video - Acceptance and Final Payment**

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

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

**A. 28th Amendment to the Unified Development Code**

**BILL 3387: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING VARIOUS SECTIONS OF THE UNIFIED DEVELOPMENT CODE."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3387 by title only.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3387 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3387 as **Raymore City Ordinance 2018-066.**

**B. Award of Contract - Owen Good Force Main Valve Replacement Project**

**BILL 3385: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION, LLC FOR THE OWEN GOOD FORCE MAIN VALVE REPLACEMENT, CITY PROJECT NUMBER 18-312-201, IN THE AMOUNT OF \$29,760."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3385 by title only.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3385 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3385 as **Raymore City Ordinance 2018-067**.

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

**A. Sidewalk on Undeveloped Lots (public hearings)**

Mayor Turnbow opened the public hearing at 7:23 p.m. and asked for a staff report.

Community Development Director Jim Cadoret provided a review of the staff report included in the Council packet as well as history on the requirements for the installation of sidewalks on undeveloped lots. In January 2018, staff identified nine undeveloped lots which met the threshold for the installation of sidewalk as provided for in Chapter 445 of the Unified Development Code (UDC). Six of the nine lot owners have complied with sidewalk installation requirements. The remaining three lot owners, who are not in compliance, had until August 1, 2017 to complete installation and were provided notification of this public hearing. These public hearings were properly advertised in *The Journal* and notices were sent to the lot owners as well as adjacent lot owners. Staff requests that a separate public hearing be held on each case. If Council determines any of the lots meet the requirement for the installation of sidewalk, a Resolution confirming the decisions made on each lot will be presented at the September 24, 2018 Council meeting for approval. The construction of these segments of sidewalk will be incorporated into the City's 2019 program beginning in September 2019, and the costs levied against the properties will be submitted in a special tax assessment.

- Edgewater at Creekmoor 3rd Plat Lot 80 (1116 Lakecrest Circle) - Carey Doak & Robin Boyd

Community Development Director Jim Cadoret provided a review of the staff report included in the Council packet announcing the lot address, legal description, lot owner's name and reviewed the staff proposed findings. Notice was provided to the property owner on January 31, 2018 of the requirement to install sidewalk. The property owner has not contacted staff regarding the sidewalk requirements. The owner of the adjacent home to the south provided a letter stating they had no concerns with the lack of sidewalk.

Mayor Turnbow opened floor for public comment.

Carey Doak, owner of 1116 Lakecrest Circle, stated he is currently working with the developer who is using the access of this lot for improvements to the cove behind the property. He feels if the sidewalk were to be installed, it could be subject to damage by construction vehicles. He hopes the improvements will be completed by September 2019.

Mayor Turnbow opened the floor for further public comment and hearing none, closed the public hearing at 7:30 p.m.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to accept staff's proposed findings of fact and include Edgewater at Creekmoor 3rd Plat Lot 80, 1116 Lakecrest Circle, in the Resolution for installation of sidewalk.

**DISCUSSION:** Councilmember Abdelgawad asked staff for a clarification of the improvements in progress as stated by the property owner.

Staff stated they are not aware of any improvements nor of the developer using this lot for access.

Councilmember Abdelgawad stated in the past, Council has granted an extension for property owners such as Mr. Doak. She stated she is in favor of granting an extension in this case.

Staff answered general questions from Council. Discussion ensued.

<b>VOTE:</b>	Councilmember Abdelgawad	Nay
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

Mayor Turnbow opened the public hearing at 7:37 p.m. and asked for a staff report.

- Whitetail Run Lot 2 (906 Kodiak Street) - Green Grass Investments, Inc.

Community Development Director Jim Cadoret provided a review of the staff report included in the Council packet announcing the lot address, legal description, lot owner's name and reviewed the staff proposed findings. Notice was provided to the property owner on January 31, 2018 of the requirement to install sidewalk. The property owner has not contacted staff regarding the sidewalk requirements. The owner of the lot has several homes under construction in the subdivision. This sidewalk segment provides an important connection to the existing sidewalk along Elk Street and to the crosswalk on 195th Street to Bridle Ridge school.

Mayor Turnbow opened floor for public comment and hearing none, closed the public hearing at 7:40 p.m.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to accept staff's proposed findings of fact and include Whitetail Run Lot 2, 906 Kodiak Street, in the Resolution for installation of sidewalk.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

Mayor Turnbow opened the public hearing at 7:40 p.m. and asked for a staff report.

- Whitetail Run Lot 49 (916 Doe Drive) - Green Grass Investments, Inc.

Community Development Director Jim Cadoret advised Council the owner was issued a building permit for development on this lot today and he asked for this item to be removed from the agenda.

Mayor Turnbow closed the public hearing at 7:40 p.m.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to remove this item from the agenda.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye

Councilmember Holman	Aye
Councilmember Kellogg	Absent
Councilmember Townsend	Aye

**B. Award of Contract Public Works Facility Roof**

**BILL 3389: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JR & CO., INC. FOR THE PUBLIC WORKS FACILITY ROOF, CITY PROJECT NUMBER 18-247-201, IN THE AMOUNT OF \$192,137.15."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3389 by title only.

Public Works Director Mike Krass reviewed the staff report in the Council packet. This project involves the the overlay of the roof at the Public Works office building on South Madison. Staff recommends awarding the contract to JR & Co., Inc. for this project. He answered general questions from Council.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3389 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

**C. Budget Amendment-FY 2018 Operating Adjustments**

**BILL 3390: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2018 OPERATING BUDGET."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3390 by title only.

Finance Director Cindi Watson reviewed the staff report in the Council packet. During fiscal year 2018 the following line-item expenditures exceeded projections: the prosecuting attorney contract, police training and water tap installations. Staff is also requesting transfers from the Court, Communications and Parks & Recreation department budgets to the restricted revenue fund for budgeted expenditures that will not be contracted or finalized prior to October 31, 2018. In addition, the Parks & Recreation fund received an archery grant during the fiscal year and opened the Raymore Activity Center which needs to be recognized in this fiscal year for revenue and expenditures. Staff answered general questions from Council.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3390 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

**11. Public Comments.**

**12. Mayor/Council Communication.**

Mayor Turnbow and Councilmembers recognized the 17th anniversary of the September 11 terrorist attack on the United States.

Councilmember Burke recently heard retired General Colin Powell speak and related his speech on leadership to the leadership of Raymore City Manager Jim Feuerborn.

Councilmember Abdelgawad stated her appreciation to the chapters of the DAR and the Raymore-Peculiar Sunrise Optimist club for their contributions to society. She extended an invitation to the Community Conversations on October 1 and reminded citizens that Councilmembers will be present at the remaining weeks of the Farmers Market.

Councilmember Townsend spoke to his appearance at the Farmers Market as well as his participation in the recent Good Neighborhood meeting for the proposed VanTrust development. He recognized high school government students in attendance at the meeting.

Mayor Turnbow recalled his military involvement in the September 11 terrorist attack.

**MOTION:** By Councilmember Barber, second by Councilmember Holman to adjourn to Executive Session to discuss personnel matters as authorized by §610.021 (3).

<b>ROLL CALL VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 8:07 p.m.

**13. Adjournment.**

**MOTION:** By Councilmember Holman, second by Councilmember Townsend to adjourn.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Absent
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 8:28 p.m.

Respectfully submitted,

Jeanie Woerner  
City Clerk

**RESOLUTION 18-50**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2017 STORMWATER IMPROVEMENTS."**

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

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

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

Section 1. The 2017 Stormwater Improvements Project is hereby accepted.

Section 2. The final payment in the amount of \$3,876.38 is hereby approved.

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

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

**DULY READ AND PASSED THIS 24TH DAY OF SEPTEMBER, 2018 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

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

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

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



**RESOLUTION 18-55**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE RAYMORE ACTIVITY CENTER."**

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

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

Section 1. The Raymore Activity Center Project is 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 24TH DAY OF SEPTEMBER, 2018, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

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

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

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



**RESOLUTION 18-53**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING OWNERSHIP AND MAINTENANCE RESPONSIBILITIES FOR THE HAROLD ESTATES LIFT STATION."**

**WHEREAS**, the City of Raymore has entered into an agreement with the Harold Estates Homes Association to assume ownership and maintenance responsibility for the sanitary sewer lift station and;

**WHEREAS**, the Director of Public Works has determined that the lift station is currently in satisfactory condition.

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

Section 1. Ownership and maintenance responsibility for the Harold Estates lift station is 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 24TH DAY OF SEPTEMBER, 2018, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

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

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

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



**RESOLUTION 18-56**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING A CITIZEN RE-APPOINTMENT TO THE RAYMORE CITY TREE BOARD."**

**WHEREAS**, Section 260.050 of the Raymore City Code outlines the duties of the City Tree Board and authorizes the Mayor to appoint citizen members to the City Tree Board with the advice and consent of a majority of the City Council; and

**WHEREAS**, the City Tree Board consists of five members, including the City Arborist, the Parks and Recreation Director or his/her designee, and three citizen members; and

**WHEREAS**, the term of William Rust expired July 31, 2018.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI** that the Council consents to the Mayor's citizen re-appointment of the following person to the City Tree Board.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
William Rust	September 24, 2018	July 31, 2021

**DULY READ AND PASSED THIS 24TH DAY OF SEPTEMBER 2018, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke, III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

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

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

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



**RESOLUTION 18-58**

**“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE ARTS COMMISSION.”**

**WHEREAS**, Section 120.110 of the Raymore City Code authorizes the Mayor to appoint members to the Arts Commission with the advice and consent of a majority of the Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor’s appointment of the following person to the Arts Commission to fill the unexpired term of Rebecca Ditgen.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Laura Richardson	Sept. 24, 2018	July 31, 2019

**DULY READ AND PASSED THIS 24TH DAY OF SEPTEMBER, 2018 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Circo  
Councilmember Townsend

ATTEST:

APPROVE:

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

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

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

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## City of Raymore, MO: Online Volunteer Application

1 message

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webmaster@raymore.com <webmaster@raymore.com>

Fri, May 12, 2017 at 1:19 PM

To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

A new entry to a form/survey has been submitted.

**Form Name:** City Volunteer Form  
**Date & Time:** 05/12/2017 1:19 p.m.  
**Response #:** 8  
**Submitter ID:** 55  
**IP address:** 136.61.33.6  
**Time to complete:** 12 min. , 50 sec.

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### Survey Details

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#### Page 1

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#### 1. Contact Information

**Full Name:** Laura Richardson  
**Address:** 605 W. Maple Street  
**Phone Number:** (816) 830-0089  
**Email:** richartgal@att.net

#### 2. Select your Ward (If you don't know your Ward, call 816-331-3324)

(o) Ward 3 *Lgw*

#### 3. I am interested in:

Arts Commission

#### 4. Why are you interested in serving on a City board or commission?

I have lived in Raymore for 25 years and taught art at RayPec High School for 20 years. My children grew up and still live in this area. I love the town of Raymore and all it has to offer families. As a teacher I always strived to make our school and student body the best around. I have a love and compassion for Art and have been very excited to see all that our city has done to promote artistic endeavors. I feel that I have a lot to offer the Arts Commission. I am outgoing, artistic, full of ideas and a team player. Now that I am retired, I feel I would be able to devote much more time to the commission.

#### What other community or civic activities do you participate in?

I belong or have worked in the following:

- 1- Raymore-Peculiar Sunrise Optimist member - 10 years
- 2- Raymore Quilt Guild - 1 year
- 3 - Asked to advise a Raymore committee about the round about decoration
- 4 - Linc Group (crochet and knit group for homeless) - 1 year
- 5 - Created and started the Raymore-Peculiar HS Art Competition and Art Show (hosts 10 KC area schools) - 10 years

Thank you,  
City of Raymore, MO

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**RESOLUTION 18-59**

**“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE ARTS COMMISSION.”**

**WHEREAS**, Section 120.110 of the Raymore City Code authorizes the Mayor to appoint members to the Arts Commission with the advice and consent of a majority of the Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor’s reappointment of the following person to the Arts Commission to fill the unexpired term of Christopher Love.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
James Gribble	Sept. 24, 2018	July 31, 2019

**DULY READ AND PASSED THIS 24TH DAY OF SEPTEMBER, 2018 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke, III  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Circo  
Councilmember Townsend

ATTEST:

APPROVE:

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

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

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

1. Contact Information \*

Full Name: James Gribble

Address: 202 Toucan St

Phone Number: 8167189917 ext.

Email: mroo@yahoo.com

2. Select your Ward (If you don't know your Ward, call 816-331-3324)

- Ward 1  Ward 2
- Ward 3  Ward 4

3. I am interested in:

- |   |  |
|---|--|
| <input type="checkbox"/> Board of Adjustment          | <input checked="" type="checkbox"/> Parks & Recreation Board |
| <input type="checkbox"/> License Tax Review Committee | <input type="checkbox"/> Planning & Zoning Commission        |
| <input type="checkbox"/> TIF Commission               | <input type="checkbox"/> Board of Appeals                    |
| <input type="checkbox"/> City Tree Board              | <input checked="" type="checkbox"/> Arts Commission          |

4. Why are you interested in serving on a City board or commission?

I would like to serve on one of these to increase my community involvement. We moved to Raymore 10 years ago after retiring from the State of Iowa Communication Division. I then worked for F.E.M.A. for 5 years. For the last 5 years I have gained knowledge and perspective of the community and wish to participate more.

What other community or civic activities do you participate in?

I am a member of the Tri County Art League, the Town and Country Art League and the Sunshine Garden Club. I was appointed to the Osceola, IA Parks and Rec Board and the city Water Board in the 1990s.

To receive a copy of your submission, please fill out your email address below and submit.

**RESOLUTION 18-57**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND ACCEPTING THE PUBLIC IMPROVEMENTS OF WESTBROOK 14TH PLAT."**

**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 Development 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 Westbrook 14 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 24TH DAY OF SEPTEMBER, 2018, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

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

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

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



## **RESOLUTION 18-60**

### **"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, DESIGNATING A MEMBER TO SERVE ON THE BELTON-RAYMORE INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT."**

**WHEREAS**, the bylaws and agreements governing the Belton-Raymore Interchange Transportation Development District (TDD) provide for the appointment of members to the Boards of Directors to be made by the Mayor, with the advice and consent of the City Council; and

**WHEREAS**, by adoption of this Resolution, the City desires to designate the following member to serve on the Belton-Raymore Interchange TDD; and

**WHEREAS**, the terms for the new member of the Belton-Raymore Interchange TDD is designated below.

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

Section 1. **Belton-Raymore Interchange Transportation Development District.** The following individual shall serve as Director:

- A. Kevin Barber is appointed to serve as the Raymore Director for the current unexpired term of Derek Moorhead from current through November 20, 2018; and
- B. Kevin Barber is appointed to serve as the Raymore Director for the new term of November 21, 2018 through November 20, 2019.

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 24TH DAY OF SEPTEMBER, 2018 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke, III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

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

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

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

# **Unfinished Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: 09/10/2018

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

**TITLE / ISSUE / REQUEST**

Bill 3389 - Public Works Facility Roof

**STRATEGIC PLAN GOAL/STRATEGY**

1.2.1 Create a physical environment that inspires a sense of pride.

**FINANCIAL IMPACT**

Award To:	JR & Co., Inc.
Amount of Request/Contract:	\$192,137.15
Amount Budgeted:	\$203,000
Funding Source/Account#:	BERP Fund (05)

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
November 2018	December 2018

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

This project overlays the entire roof that has deteriorated on the public work facility and maintenance offices on S. Madison. Due to the wide range of bids received, staff confirmed with all bidders that they bid the same roof overlay system. Staff also contacted the low bidder and confirmed they are capable of meeting the project schedule.

Bids for the Public Works Facility Roof were received on August 24, 2018, as follows:

JR & Co., Inc.	\$192,137.15
DB2 Services Inc.	\$258,982.00
Cornell Roofing & Sheet Metal Co.	\$346,270.00
Kaw Roofing & Sheet Metal, Inc.	\$411,635.00

JR & Co. Inc., was determined to be the lowest and best bidder. Staff recommends the contract for the Public Works Facility Roof Project to be awarded to JR & Co., Inc in the amount of \$192,137.15.

**BILL 3389**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JR & CO., INC. FOR THE PUBLIC WORKS FACILITY ROOF, CITY PROJECT NUMBER 18-247-201, IN THE AMOUNT OF \$192,137.15.”**

**WHEREAS**, the Public Works Facility Roof project was included in the 2018 capital budget; and

**WHEREAS**, bids for this project were received on August 24, 2018; and

**WHEREAS**, JR & Co., Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$192,137.15 with JR & Co., Inc., for the Public Works Facility Roof project.

Section 2. The City Manager and City Clerk are authorized to execute the contract attached as Exhibit A for 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 10TH DAY OF SEPTEMBER, 2018.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF SEPTEMBER, 2018, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

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

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

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



CITY OF RAYMORE  
CONTRACT FOR SERVICES

**PUBLIC WORKS ROOF OVERLAY**

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

Agreement made this 24th day of September, 2018, between JR & Co., Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1201 W 31st Street, Kansas City, MO 64108, 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 24, 2018 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I  
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 18-247-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

## ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

## ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$192,137.15.

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 PAYMENTS

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

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

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

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

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

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

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

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

#### ARTICLE VII RESPONSIBILITIES

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

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

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

All equipment will be of such 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 OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 25). 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. Effective August 28, 2018, public projects under \$75,000 are exempt from the provisions of the prevailing wage law.

#### 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 in writing, and delivered via regular, certified facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

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 attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

#### ARTICLE X WARRANTY

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

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

#### ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII  
NOTICE OF PENALTIES FOR FAILURE  
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" and "C" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII  
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV  
ENTIRE AGREEMENT

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

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

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

**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

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

(SEAL)

**JR & CO., INC.**

By: \_\_\_\_\_  
*Jonathan Schilling*

Title: \_\_\_\_\_  
*Owner*

Attest: \_\_\_\_\_  
*Hannah L. Schilling*

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

**PUBLIC WORKS FACILITY ROOF OVERLAY**

**SCOPE OF SERVICES:**

Furnish and install a 238T standing seam metal roof overlay by McElroy Metal, Inc. Bossier City, LA, or approved substitute at the Public Works Facility located at 1021 S. Madison Street, Raymore MO.

**1. SPECIFICATIONS WHICH APPLY**

**PART 1 GENERAL**

**1.1 SUMMARY**

**A. SECTION INCLUDES**

1. Standing-seam metal roof panels, including trim and accessories

**2. RELATED SECTIONS**

- a) Section 07 22 00 - Roof and Deck Insulation
- b) Section 07 62 00 - Sheet Metal Flashing and Trim
- c) Section 07 72 00 - Roof Accessories
- d) Section 07 92 00 - Joint Sealants

**1.2 REFERENCES**

- A. AISI S-100 – North American Specification for the Design of Cold-Formed Steel Structural Members.
- B. ASCE-7: American Society of Civil Engineers -Minimum Design Loads for Buildings and Other Structures; version adopted by local Building Code authority having jurisdiction.
- C. ASTM A792 - Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
- D. ASTM E1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding System by Uniform Static Air Pressure Difference

- E. ASTM E1646 - Standard Test Method for Rate of Water Penetration Through Exterior Metal Roof Panel Systems By Uniform Static Air Pressure Difference.
- F. ASTM E1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
- G. ASTM E2140 - Standard Test method for water penetration of metal roof panel systems by static water pressure head.
- H. Factory Mutual 4471 Appendix G - Susceptibility to Leakage Test Procedure for Class 1 Panel Roofs.
- I. UL 580 - Tests for Uplift Resistance of Roof Assemblies.
- J. UL 1897 - Uplift Tests for Roof Covering Systems.

### 1.3 ADMINISTRATIVE REQUIREMENTS

- A. Pre-installation Meetings:
  - 1. Schedule meeting to discuss roof project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer's warranty requirements before start of work onsite.
  - 2. Required attendees: Contractor, metal deck & roof installer, and any other subcontractors who have equipment penetrating the roof or Work that requires roof access or traffic.

### 1.4 SUBMITTALS

- A. Product Data: Manufacturer literature indicating product specifications, installation instructions, and standard construction details for specified products.
- B. Shop Drawings: To be prepared by metal roof system manufacturer.
  - 1. Submit roof plan showing panel layout, profiles, components, accessories, finish colors, gutters and downspouts as applicable.
    - a) Indicate layout of roofing panels and roof panel sizes, including custom fabricated roofing panels if indicated, indicate each trim condition.
    - b) Include details of each condition of installation, including the locations and types of fasteners, sealants and accessories. Indicate locations, gauges, shapes, and

methods of attachment of all panels, accessories and trim.

- c) Indicate products/materials required for construction activities of this section not supplied by manufacturer of products of this section.
- d) Indicate locations of field applied sealant.
- e) Indicate locations of field worked conditions.

2. Roof Panel Attachment:

- a) Roof plan with wind uplift pressure calculations at field, corner and perimeter areas according to version of ASCE-7 referenced by locally-adopted Building Code and the authority having jurisdiction.
- b) Roof plan indication roof clip spacing pattern at field, corner, perimeters and where panels are to be fixed from thermal movement.
- c) Roof panel attachment plan must be stamped by licensed engineer in State in which project is constructed, certifying roof attachment meets local Building Code requirements for wind uplift.

C. Samples:

- 1. Submit two samples, 12" long, full width panel, showing metal gage, and seam.
- 2. Two samples each for roof panel clip, bearing plate and clip fastener.
- 3. Submit color samples for Owner's selection.
- 4. Submit sample warranties:
  - a) Manufacturer Finish Warranty
  - b) Manufacturer Weathertightness Warranty complying with this Specification
  - c) Installer Warranty

D. Certificates:

1. Submit roof panel manufacturer's certification that fasteners, clips, backup plates, closures, roof panels and finishes meet the specification requirements.
  2. Submit roof panel manufacturer's certification that installer meets requirements to install roof system and is qualified to obtain required warranties.
- E. Delegated Design Submittals: Submit engineering calculations indicating wind uplift pressure calculations according to local building code for project location with respect to appropriate Importance Factor, Exposure category and Safety Factor. Calculations shall be sealed by a professional engineer licensed to practice structural engineering in the state in which project is located.
- F. Test and Evaluation Reports - Certified test results that indicate roof system meets or exceeds design and performance criteria. Testing to include:
1. Static Water Testing Certification: Manufacturers test data, signed and sealed by a registered professional engineer, in accordance with FM4471 Appendix G, and pass with no leakage. The test specimen must successfully withstand being submerged under 6" of water for a minimum period of 7 days.
  2. ASTM E1680 - Manufacturer's test data, signed and sealed by a registered professional engineer, for air infiltration rates meeting the following:
    - a) 24" panel width - 0.0019 cfm/sf maximum at a differential pressure of +/-20 pounds per square foot.
  3. ASTM E1646 - Manufacturer's test data, signed and sealed by a registered professional engineer, indicating no water penetration up to 20 pounds per square foot differential pressure.
  4. ASTM E1592 - Manufacturers test data, signed and sealed by a registered professional engineer, substantiating that roof system will meet the allowable wind pressures using an appropriate Factor of Safety in accordance with AISI S-100.
  5. ASTM E2140 - Manufacturers test data, signed and sealed by a registered professional engineer, on a test specimen with no end lap, indicating that no water leakage was observed during the testing period of 6 hours with a 6" water head on the specimen.
- G. Qualification Statements: For Manufacturer and Installer.

## 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Manual indicating requirements and recommendations, to maintain the roof system, in good working condition.
- B. Warranty Documentation: Submit final warranties required in this section.

## 1.6 QUALITY ASSURANCE

- A. Qualifications:
  - 1. Manufacturer Qualifications: Manufacturer shall have a minimum of ten years experience in the manufacturing of metal roof systems similar to those required for this project. Manufacturer must have a current installer training program.
  - 2. Installer Qualifications: Installer ("roofer") to perform the work of this section, shall have no fewer than 5 years of successful experience with the installation of metal roof systems similar to those required for this project. The installer shall be qualified by the roof panel manufacturer for installation of manufacturer-warranted systems.
- B. Field Measurements: Prior to fabrication of panels, take field measurements of structure or substrates to receive panel system. Allow for trimming panel units, where final dimensions cannot be established prior to fabrication.
- C. Mock-Ups: Install a 30 foot wide, quality control area of metal roofing, for review by the Owner. The Owner shall approve the quality of installation for the roof, prior to installing additional metal panels.

## 1.7 DELIVERY, STORAGE AND HANDLING

- A. Delivery and Acceptance Requirements: Deliver panels to jobsite properly packaged to provide protection against transportation damage. Panels too long to ship shall be site formed onto the roof by manufacturer's factory personnel using manufacturer's factory roll forming equipment.
- B. Storage and Handling Requirements:
  - 1. Exercise care in unloading, storing and erecting panels to prevent bending, warping, twisting, and surface damage.
  - 2. Store all material and accessories above ground on well skidded platforms. Store under waterproof covering. Provide proper

ventilation to panels to prevent condensation build-up between each panel.

3. Remove from site and replace panels which are damaged, or become water-stained during storage and handling.

## 1.8 WARRANTIES

### A. Manufacturer Warranties:

1. Panel Material: Furnish manufacturers 25 year warranty covering the panel against rupture, structural failure, or perforation.
2. Panel Coating: Furnish manufacturer's 40-year warranty panel coating warranty covering cracking, checking, and peeling, and 30 year warranty covering fade and chalk.
3. Metal Roof Weathertightness Warranty:
  - a) Manufacturer's Joint Weathertightness Warranty
    - (1) Warranty term: 20 years commencing on date of substantial completion.
    - (2) Total manufacturer's liability: No Repair Limit
    - (3) Warranty must cover: Pipe and Curb Penetrations
      - (a) Pipes must be centered in pan or a pipe curb must be used. Pipe must be flashed with an EPDM dektite.
      - (b) Curbs must be all welded aluminum or stainless steel.

### B. Installer Warranty: Installer to provide warranty agreeing to repair or replace metal roof panels, trim, or accessories that fails due to poor workmanship or faulty installation.

1. Warranty term: 2 years commencing on date of substantial completion.

## **PART 2 - PRODUCTS**

### 2.1 ROOF PANEL SYSTEM

A. Basis of Design: 238T by McElroy Metal, Inc. Bossier City, LA, or approved substitute.

B. Substitution Limitations

1. Requests for approval must be submitted in writing at least ten (10) days prior to bid date, and are accompanied by all related test reports and design calculations listed in section 1.4 and Design and Performance criteria Section 2.2.
2. Substitute manufactures will be approved by written addendum to all bidders. Voluntary alternates will not be considered. Substitutions will not be permitted after the bid date of this project.
3. Roof panels proposed for substitution shall fully comply with specified requirements in appearance, assembly, and performance.

C. Product Options

1. Factory-formed panel, width of 24 inches. Panels shall be symmetrical in design and shall be mechanically seamed with a field operated electric seaming machine approved by the manufacturer.
2. Minimum seam height 2 3/8 inches. Integral seam, double lock and snap together type panels are not acceptable
3. Seam cap matching panel finish with two rows of integral factory hot applied sealant. Sealant should not come in contact with clip, and clip should not require sealant to maintain a weathertight condition.
4. Galvalume coated sheet steel, Type AZ-50, Grade 50 as described in ASTM A792; 24 gauge.
5. Finish: Two coat coil applied, baked-on full-strength (70% resin, PVF2) fluorocarbon coating consisting of a nominal 0.25 mil dry film thickness primer, and a nominal dry film thickness of 0.7 - 0.8 mil color coat for a total 0.9 to 1.1 mil total system dry film thickness. Finish to be selected from manufacturer's standard color selection. The back side of the material should be 0.25 mil primer and 0.25 mil polyester wash coat.
6. Roof panel system must allow individual roof panel removal and replacement from any point on the roof without damage to adjacent roof panel(s).

7. Roof panel system must be approved by manufacturer to be installed on slopes as low as 1/4:12.
8. Panels must be furnished and installed in continuous lengths from ridge to eave with no overlaps. Panels too long to ship will be manufactured on site using manufacturer's employees and equipment.
9. Panel surface characteristics to be Plank and Pencil
10. Manufacturer weathertightness warranty meeting requirements of this Section.

## 2.2 PERFORMANCE/DESIGN CRITERIA

- A. Thermal Movement: Metal Roofing system, including flashing, shall accommodate unlimited thermal movement without buckling or excess stress on the structure.
- B. Roof panel and trim attachments will be designed to satisfy the requirements of the roof design (shown in shop drawings).
- C. Maximum wind uplift capacity of roof system shall be determined using ASTM E 1592 test results, with an appropriate Factor of Safety in accordance with AISI S-100.
- D. Panel system shall be designed in accordance with the local building code and ASCE7 for project location with respect to appropriate Exposure category, Importance Factor and Factor of Safety in accordance with AISI S-100.
- E. Tested and listed by Underwriters Laboratories to comply with UL 580 for wind uplift Class 90 rating.

## 2.3 ACCESSORIES

- A. Panel Clip Screw - screw required in wind uplift rating requirements and design specification for application, with corrosion-resistant coating, in length necessary to penetrate substrate minimum 3/4 inch., as supplied by roof panel manufacturer.
- B. Roof Panel Clip:
  1. Intermittent Clip: 16 gauge galvanized steel, one-piece, 1 3/4" offset, designed to sit between the ribs of an existing metal roof panel and allow roof panel thermal movement and not contact roof panel cap, as supplied by roof panel manufacturer, meeting wind uplift requirements and design criteria of this section.

2. Multi-Span Clip: as provided by roof panel manufacturer for full assembly warranted systems.
- C. Trim and flashing will be of the same gauge and finish unless approved otherwise by the metal roof system manufacturer.
1. Ridge closures, consisting of metal channel surrounding factory precut closed cell foam, will not be secured through the field of the panel.
  2. Trim will be installed specifically as displayed in the manufacturer provided shop drawings. Proposed changes must be approved in writing by the metal roof system manufacturer.
- D. Concealed supports, angles, plates, accessories and brackets: gauge and finish as recommended, and furnished by manufacturer.
- E. Accessory Screw: Size and screw type as provided by panel manufacturer for each use, with prefinished hex washer head in color to match panels where exposed to view.
- F. Rivets: full stainless steel, including mandrel, in size to match application.
- G. Field Sealant:
1. Exposed Sealant: Color coordinated urethane or polymer sealant as supplied by panel manufacturer.
  2. Non-exposed Sealant: Non-curing, non-skinning, butyl tape or tube sealant as supplied by manufacturer.
- H. Sealant Tape: non-drying, 100 percent solids, high grade butyl tape, as supplied by panel manufacturer, in sizes to match application.
- I. Pipe Penetration Flashings: 20 year warranted flexible boot type, with stainless steel compression ring. Use silicone type at hot pipes.
- J. Metal Roof Curbs: 0.063 minimum thickness welded aluminum, or 18 gauge minimum welded stainless steel, factory-insulated, with integral cricket, and designed to fit roof panel module, sized to meet application.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLERS**

- A. Must be certified and qualified by Manufacturer.

### 3.2 EXAMINATION

#### A. Verification of Conditions

1. Ensure surfaces are ready for panel application.
2. Inspect and ensure surfaces are free from objectionable warp, wave, and buckle before proceeding with installation of pre-formed metal roofing.
3. Ensure substrate is ready to receive metal roofing. Report items for correction and do not proceed with metal roof panel system installation until resolved.

### 3.3 PREPARATION

- A. Install substrate boards, hat channels, purlins, or furring channels in accordance with manufacturer's recommendations.
- B. Coordinate Work, with installation of other associated Work, to ensure quality application.
- C. Coordinate Work with installation of associated metal flashings and building walls.
- D. Coordinate Work to minimize foot traffic and construction activity on installed finished surfaces.
- E. Coordinate location of pipe penetrations to allow centering of pipe in panel.
- F. Coordinate location of roof curbs, to allow proper integration with roof panel seams.

### 3.4 INSTALLATION

- A. Comply with and install roofing and flashings in accordance with all details shown on manufacturer's approved shop drawings and manufacturer's product data, instructions, and installation manuals, within specified erection tolerances.
- B. Install field panels in continuous lengths, without endlaps
- C. Do not install panels damaged by shipping or handling.

- D. Install intermittent clips with bearing plates, if required, and continuous clips, if required, according to the engineered design pattern in the field, perimeter, and corner areas of the roof.
- E. Fix panels at location depicted on reviewed shop drawing(s).
- F. Fold up pan of panel at ridge, hip and headwalls. Commonly referred to as breadpanning.
- G. Allow for required panel clearance at penetrations for thermal movement.
- H. Install concealed supports, angles and brackets as furnished by manufacturer to form complete assemblies.
- I. Remove roof panel and flashing protective film prior to extended exposure to sunlight, heat, and other weather elements.
- J. Field-apply sealant tape and gun-grade sealant according to reviewed shop drawings and manufacturer's requirements for airtight, watertight installation.
- K. Ensure sealant beads and tapes are applied prior to sheet metal installation to achieve a concealed bead. Neatly trim exposed portions of sealant without damaging roof panel or flashing finish.
- L. Align pipe penetrations to occur at center of roof panel. Report and have corrected improperly-placed penetrations before proceeding with panel installation. Remove and replace roof panels which have improperly-placed penetration flashings.
- M. Align roof curbs to fit roof panel module and overlap standing seam(s). Allow for proper drainage on both sides of curb.
- N. Install sheet metal flashings according to manufacturer's recommendations, reviewed shop drawings and in accordance with provision of Section 07 62 00.

### 3.5 CLEANING

- A. Clean exposed surfaces of work promptly after completion of installation.
- B. Clean mud, dirt, and construction-related debris from panels before panels are scratched or marred.

### 3.6 PROTECTION

- A. Protect Work as required to ensure roofing will be without damage at time of final completion.
- B. Do not allow excessive foot traffic over finished surfaces.
- C. Do not track mud, dirt, or construction-related debris onto panel surfaces.
- D. Replace damaged Work before final completion.

4. ADDITIONAL BIDDING INFORMATION

- 4.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 18-247-201**

**Appendix B**  
**General Terms and Conditions**

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of September, 2018.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 25 for Cass County, Missouri, USA. Effective August 28, 2018, public projects under \$75,000 are exempt from the provisions of the prevailing wage law.

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

The Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

P. *Prevailing Wage Requirement*

Effective August 28, 2018, public projects under \$75,000 are exempt from the provisions of the prevailing wage law.

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 25). 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 noted above must be paid to all workers performing work under the contract (section 290.250, RSMo).

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in

which the work is to be performed. The expense of this bond shall be borne by the Contractor. If 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. Payment Bond*

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

*V. Maintenance Bond*

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the 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.

*W. Rejection of Bids*

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

*X. Release of Information*

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

*Y. American Products*

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

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

*Z. Affidavit of Work Authorization and Documentation*

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

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

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

**PROPOSAL FORM A**  
RFP 18-247-201

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) Jonathan Schilling having authority to act on behalf of (Company name) JR & Co., Inc. do hereby acknowledge that (Company name) JR & Co., 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: JR & Co., Inc.

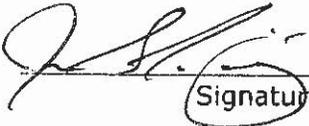
ADDRESS: 1201 W. 31st Street  
Street

ADDRESS: Kansas City MO 64108  
City State Zip

PHONE: 816.587.6148

E-MAIL: Jonathan.Schilling@JRcoUSA.com

DATE: 8/24/2018  
(Month-Day-Year)

 Owner/Operator  
Signature of Officer/Title

DATE: \_\_\_\_\_  
(Month-Day-Year)

\_\_\_\_\_  
Signature of Officer/Title

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

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

**PROPOSAL FORM B**  
RFP 18-247-201

**CONTRACTOR DISCLOSURES**

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

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

## **Legal Matters**

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

\_\_\_ Yes  X  No If yes, provide details in an attachment.

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

\_\_\_ Yes  X  No If yes, provide details in an attachment.

## **Required Representations**

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for 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 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 18-247-201

**EXPERIENCE / REFERENCES**

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. \*Please list any Municipalities that you have done work for in the past 48 months.

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

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

<b>COMPANY NAME</b>	KANSAS ARMY NATIONAL GUARD
<b>ADDRESS</b>	SALINA, KANSAS
<b>CONTACT PERSON</b>	1st SGT CHRIS HARGIS
<b>CONTACT EMAIL</b>	CHRISTOPHER.M.HARGIS.MIL@MAIL.MIL
<b>TELEPHONE NUMBER</b>	785-646-1217
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	SALINA BLDG 365/373, 498.00 / 7.12.2017

<b>COMPANY NAME</b>	KANSAS ARMY NATIONAL GUARD
<b>ADDRESS</b>	COFFEYVILLE, KANSAS
<b>CONTACT PERSON</b>	RICHARD DECHANT
<b>CONTACT EMAIL</b>	RICHARD.DECHANT.NFG@MAIL.MIL
<b>TELEPHONE NUMBER</b>	785-274-1131
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	COFFEYVILLE READINESS CENTER / \$213,421.00 / 12/13/2016

<b>COMPANY NAME</b>	City of Smithville / Smithville Fire Dept.
<b>ADDRESS</b>	341 Park
<b>CONTACT PERSON</b>	<del>816-532-4907</del> Dave Cline
<b>CONTACT EMAIL</b>	dcline@safpd.com
<b>TELEPHONE NUMBER</b>	816-532-4907
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	\$175,000 July 2018

<b>COMPANY NAME</b>	MW Builders
<b>ADDRESS</b>	13725 W. 109th St. Lenexa KS 66210
<b>CONTACT PERSON</b>	Bremor Dorrance
<b>CONTACT EMAIL</b>	bdorrance@mwbuilders.com
<b>TELEPHONE NUMBER</b>	913-317-3700
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	1,300,000.00 3/13/17

<b>COMPANY NAME</b>	AVCO, Inc.
<b>ADDRESS</b>	303 S Davis St. Hamilton MO 64644
<b>CONTACT PERSON</b>	Steve Dahms
<b>CONTACT EMAIL</b>	avcodahms@hotmail.com
<b>TELEPHONE NUMBER</b>	(816) 465-0016
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	\$436,020 May 1 2018

State the number of Years in Business: 30

State the current number of personnel on staff: 130

**PROPOSAL FORM D**  
RFP 18-247-201

Proposal of JR & Co., Inc. \_\_\_\_\_, organized and  
(Company Name)  
existing under the law of the State of Iowa \_\_\_\_\_, doing business  
as JR & Co., Inc. \_\_\_\_\_ (\*)

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. 18-247-201 – Public Works Facility Roof Overlay.

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

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

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

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

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

**BID PROPOSAL FORM E - Project No. 18-247-201**  
**PUBLIC WORKS FACILITY ROOF OVERLAY**

<b>Base Bid</b>				
Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	\$14,400	\$14,400	\$14,400
Materials	LS	\$84,317	\$84,317	\$84,317
Labor	LS	\$12,400	\$12,400	\$93,420.15
				\$
<b>TOTAL BASE BID</b>				<b>\$192,137.15</b>

**Total Base Bid for Project Number: 18-247-201**

\$ 192,137.15

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

*(\$ONE HUNDRED NINETY TWO THOUSAND ONE HUNDRED THIRTY SEVEN DOLLARS ) AND FIFTEEN CENTS*

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

**BID OF:** JR & Co., Inc.

**(Firm Name)**

**DATE:** 8/24/2018

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

**RAYMORE**  
come home to

**ADDENDUM NO. 1**  
Public Works Facility Roof Overlay  
Project #18-247-201

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

**Addendum No. 1 - Question and clarification.**

**1. Question: Are stamped engineer drawings required?**

**Response:** Yes, as outlined in the specifications.

**2. Question: Are roof substitutions accepted? If so, which ones?**

**Response:** Butler MR-24 is considered an approved equal.

**3. Question: Is insulation between layers required?**

**Response:** Yes, in accordance with the Roof Overlay Manufacturers requirements.

**4. Question: Will you want larger gutters? Are current ones handling the load?**

**Response:** The current gutters are handling roof runoff

**5. Question: Are vents movable?**

**Response:** Yes, subject to code provisions and would be considered incidental to the bid price.

**6. Question: Color: Match existing or just closest new?**

**Response:** Color will be selected from the manufacturer's standard colors.

**7. Question: Ice guards over doors?**

**Response:** Yes

**8. Question: Has structural engineer looked at it and is it good?**

**Response:** The overlay system as proposed meets the requirements of the applicable Building Codes. Design calculations are attached to this addendum for review by prospective bidders and suppliers.

**9. Question: Time for completion is 60 days, can it be extended?**

**Response:** We expect work to move forward in a timely manner after delivery of material to the site.

**10. Question: If structural engineering comes back not good, can contract be cancelled if already in place?**

**Response:** Yes.

**11. Question: Please include drawings of the roof with measurements**

**Response:** See Attached

**Companies attending Prebids:**

JR & Co. Roofing	Mar Building Solutions	Kaw Roofing
Butler Manufacturing	McElroy Metal	Schefers
DB2 Services Inc	Cornell Roofing	

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by e-mail at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after August 21, 2018 at 5 p.m.

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

Company Name: JR & Co., Inc.

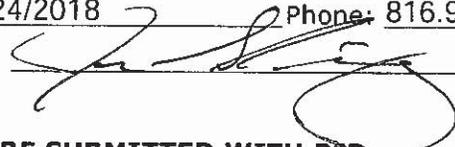
By: Jonathan Schilling

Title: Owner/Operator

Address: 1201 W. 31st Street

City, State, Zip: Kansas City, MO, 64108

Date: 8/24/2018 Phone: 816.905.2779

Signature of Bidder: 

**ADDENDUM MUST BE SUBMITTED WITH BID**

**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 Jonathan Schilling, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Jonathan Schilling / JR & Co., Inc.

Company: JR & Co., Inc.

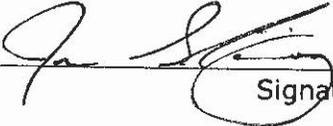
Address: 1201 W. 31st Street, Kansas City, MO 64108

- 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 # 18-247-201.
- 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.

JR & Co., Inc. \_\_\_\_\_

Company Name

 \_\_\_\_\_  
Signature

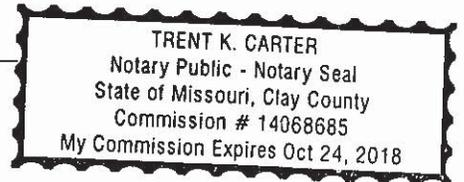
Name: Jonathan Schilling

Title: Owner/Operator

STATE OF Missouri COUNTY OF Clay

Subscribed and sworn to before me this 24<sup>TH</sup> day of August, 2018.

Notary Public: Trent K Carter



My Commission Expires: 10-24-2018

**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.

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## 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 JR & Co., 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).

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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

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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.

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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

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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

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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

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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.

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## 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

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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: 289259

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: 289259

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 **JR & Co., Inc.**

**Jonathan Schilling**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

3/1/2018

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

3/1/2018

Date

Company ID Number: 289259

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: JR & Co., Inc.

Company Facility Address: 1142 Clay Street

North Kansas City, MO 64116

Company Alternate

Address: PO Box 7594

North Kansas City, MO 64116

County or Parish: Clay

Employer Identification

Number: 710871020

North American Industry

Classification Systems

Code: 238

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 289259

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

Name: **Jonathan Schilling**  
Telephone Number: **(816) 587 - 6148** Fax Number: **(816) 746 - 6453**  
E-mail Address: **Jonathan.schilling@jrcousa.com**

Name: **Trent Carter**  
Telephone Number: **(816) 587 - 6148** Fax Number: **(816) 746 - 6453**  
E-mail Address: **trent@jrcousa.com**



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Sept. 10, 2018

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 3390 Budget Amendment - FY18 Operating Funds

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#: General, Park & Enterprise Funds

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

During Fiscal Year 2018, the following operating transactions occurred that require a budget amendment. Finance staff has accumulated these items to be addressed as a single budget amendment.

1. Court division budgeted capital expenditures for software upgrades, which needs to be transferred to the Restricted Revenue Fund for a future date. \$13,750
2. Communications Department budgeted for arts & signage projects, which needs to be transferred to the Restricted Revenue Fund for a future date. \$3,000 from Arts Commission & \$17,382 from Capital
3. Prosecuting division had additional expenditures associated with an increase in the new contract approved in December 2017 with Bill 3323. \$1,060
4. Police Department had additional expenditures associated with sending recruits through the police academy. Staff requested a line-item transfer from personnel to contractual within the department. \$10,654
5. Parks Department budgeted capital expenditures for a comprehensive master plan, which needs to be transferred to the Restricted Revenue Fund for a future date. \$75,000
6. Parks Department was awarded an archery grant. The revenue and expenditures need to be recognized at this time. \$3,621
7. Parks & Recreation Fund built and opened the Raymore Activity Center. The revenue and expenditures need to be recognized at this time. \$2,000 program revenue, \$4,171 expenditures
8. Enterprise Fund experienced more construction activity than projected leading to additional water meter supply fees and additional water tap expenditures. \$46,500

**BILL 3390**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2018 OPERATING BUDGET.”**

**WHEREAS**, the Fiscal Year 2018 budget was adopted by the Raymore City Council; and

**WHEREAS**, during 2017-2018, the Court division of the General Fund budgeted capital expenditures for software upgrades, which need to be transferred to the Restricted Revenue Fund for a future date; and

**WHEREAS**, during 2017-2018, the Communications Department of the General Fund budgeted for arts and signage projects, which need to be transferred to the Restricted Revenue Fund for a future date; and

**WHEREAS**, during 2017-2018, the Prosecuting division of the General Fund had additional expenditures associated with new contract approved with Bill 3323; and

**WHEREAS**, during 2017-2018, the Police Department of the General Fund had additional expenditures associated with sending recruits through the police academy. Staff requested a line item transfer from personnel to contractual within the department; and

**WHEREAS**, during 2017-2018, the Parks Department of the Parks & Recreation Fund budgeted capital expenditures for a comprehensive master plan, which needs to be transferred to the Restricted Revenue Fund for a future date; and

**WHEREAS**, during 2017-2018, the Parks Department of the Parks & Recreation Fund was awarded an archery grant, and the revenues and expenditures need to be recognized at this time; and

**WHEREAS**, during 2017-2018, the Parks & Recreation Fund built and opened the Raymore Activity Center, and the revenue and expenditures need to be recognized at this time; and

**WHEREAS**, during 2017-2018, 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 2018 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 2018 Operating Budget is amended as follows:

<b><u>Revenues</u></b>	<b><u>Budgeted</u></b>	<b><u>Amended Budget</u></b>	<b><u>Change</u></b>
Restricted Revenue Fund	\$167,050	\$201,182	\$34,132
Parks & Recreation Fund	\$1,327,486	\$1,333,107	\$5,621
Enterprise Fund	\$6,838,119	\$6,884,619	\$46,500
<b><u>Expenditures</u></b>	<b><u>Budgeted</u></b>	<b><u>Amended Budget</u></b>	<b><u>Change</u></b>
General Fund - Court (01-10)	\$171,047	\$157,297	(\$13,750)
General Fund - Com (01-12)	\$317,768	\$297,386	(\$20,382)
General Fund - Prosc (01-13)	\$20,140	\$21,200	\$1,060
General Fund - Police (01-15)	\$4,177,333	\$4,177,333	\$0
Parks & Rec Fund - Parks (25-25)	\$1,396,199	\$1,399,820	\$3,621
Parks & Rec Fund - RAC (25-28)	\$0	\$4,171	\$4,171
Enterprise Fund - Water (50-20)	\$3,299,424	\$3,345,924	\$46,500

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

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

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

**DULY READ THE FIRST TIME THIS 10TH DAY OF SEPTEMBER 2018.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF SEPTEMBER 2018 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

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

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

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



# **New Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: September 24, 2018

SUBMITTED BY: Jeanie Woerner

DEPARTMENT: City Clerk

<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 checked="" type="checkbox"/> Other approval by motion/vote	

**TITLE / ISSUE / REQUEST**

Approval of liquor license request for El Dorado Mexican Restaurant

**STRATEGIC PLAN GOAL/STRATEGY**

3.3.1 Cultivate a Climate for Prosperous Business Growth and Development

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Raymore City Code Chapter 600: Alcoholic Beverages

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Jennifer Armstrong, new owner of HC&R Restaurant, dba El Dorado Mexican Restaurant located at 404 W. Pine Street has filed an application for a 2018-2019 liquor license. The applicant has submitted the necessary application and supporting documents as required by City Code.

As outlined in City Code Section 600.050, approval by a majority of the City Council is required. Approval of the City license is contingent on approval of the State license by Missouri Alcohol and Tobacco Control.

## SECTION 600.050: - APPLICATION FOR LICENSE AND RENEWAL

- A. *Filing Of An Application.* Each application for an original or renewal license shall be filed with the City Clerk on a form to be provided by the City, signed and sworn to by the applicant. Each application shall be accompanied by a proper remittance reflecting the appropriate license fee made payable to the City.
- B. *Qualifications.* Neither the applicant nor any officer, director or shareholder of a corporate applicant shall have been convicted of a felony or of any distribution, sale or possession of any controlled substances or dangerous drugs. The applicant shall present with the application a bona fide sale contract or option duly executed, which may be subject to the applicant obtaining a liquor license, or a bona fide lease duly executed by the lessor, or an option for a lease duly executed, subject to the applicant obtaining a liquor license, covering the property for which a liquor license is requested. If the applicant is a corporation, the petition shall set forth all of the above information with respect to the managing officer or officers, identifying such officer or officers. The application shall further state the full name of the corporation, its date of incorporation, its registered agent and registered address, the names and addresses of all shareholders of the corporation and whether said corporation operates any other business or controls or is controlled by any other corporation or business and if so, the application shall further state the name of such controlled or controlling corporation or business, its registered agent and registered address and the location of all businesses operated by it and the name and address of any such businesses with a liquor license, whether within or without the City; and the application shall also state if such controlling corporation or any controlled corporation is doing business under a fictitious name and the address where said business is located. The City Council also may request such additional information of an applicant as it may deem necessary for it to make a determination with respect to the issuance of a liquor license.
- C. *Hearing On Application.* Upon the filing of the application with the Clerk, the Clerk shall fix a date for a hearing before the Council not more than thirty-one (31) days from the date of filing of the application and shall give the applicant written notice of the date of the hearing. The hearing shall be conducted in accordance with Section 600.090 of this Chapter.
1. The Council shall consider the location of the proposed business for which a license is sought with respect to its proximity to a school, a church, a public park or playground and to other places of the character for which a license is sought and shall have authority to refuse to issue a license when in their judgment the issuance thereof would not be in the best interests of the locality in which the applicant applies for a location of such place. In no event shall the Council approve the issuance of a license for the sale of liquor within one hundred (100) feet of any school, church or other building regularly used as a place of worship except that when a school, church or place of worship shall thereafter be established within one hundred (100) feet of any place of business licensed to sell intoxicating liquor, renewal of the license shall not be denied for lack of consent in writing as herein provided. Such consent shall not be granted until at least ten (10) days written notice has been provided to all owners of property within one hundred (100) feet of the proposed licensed premises.
  2. The Council shall approve the application if after the hearing it finds that:
    - a. Issuance of the requested license would be in the best interests of the locality of the proposed business;

- b. The applicant is a person of good moral character, a native born or naturalized citizen of the United States of America, a registered voter and a taxpaying citizen of the City;
  - c. No license theretofore issued to such applicant to sell intoxicating liquors has been revoked within two (2) years of the date of the application;
  - d. The applicant has not been convicted since the ratification of the Twenty-First Amendment to the Constitution of the United States of the violation of any law applicable to the sale of intoxicating liquor, or that such applicant has not employed in his/her business any person whose license has been revoked or who has been convicted of violating the provisions of such law since the date aforesaid;
  - e. The applicant plans and proposes to conduct a retail liquor business in compliance with the laws of the State of Missouri, the ordinances of the City and the provisions of this Chapter.
- D. Upon approval of any application for a license, the Clerk shall grant the applicant a license to conduct business in the City for a term to expire with the thirtieth (30th) day of June next succeeding the date of such license, unless such license be revoked or suspended for cause before the expiration of such time.
- E. Applications for renewal of licenses must be filed on or before the first (1st) day of May of each calendar year. Such renewal application shall be reviewed by the Council at its next meeting. Upon approval of the majority of the Council and payment of the license fee provided herein, the Clerk shall renew the license. In the event that any person residing or conducting businesses within two hundred (200) feet of the applicant's place of business shall file a written protest against the renewal of such license, the Council shall conduct a hearing on the application for license renewal as provided in Subsection (D) of this Section.

(Ord. No. 28071 §1, 8-11-08; Ord. No. 29136, § 7, 12-28-09)



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Sept. 24, 2018

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Community 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**

Res. 18-54 - Confirmation of decision to install sidewalk on undeveloped lots

**STRATEGIC PLAN GOAL/STRATEGY**

2.2.2: Create and maintain a well-connected transportation network

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

At its Sept. 10 meeting, City Council held two public hearings on those undeveloped lots that were determined to meet the threshold requiring to have sidewalk installed by the property owner. Council voted to include both lots on the list to be formally presented for installation of the sidewalk by the City.

Should Council confirm that the City shall install sidewalk upon the two identified lots staff will notify each property owner that the City will commence installation no sooner than Sept. 1, 2019. Should the property owner install sidewalk or obtain a building permit to construct a home on the lot prior to Sept. 1, 2019 the City will remove the lot from the installation list. If the City installs sidewalk on any of the lots a special assessment will be placed on the lot for the cost of installation.

## RESOLUTION 18-54

**“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI CONFIRMING THE DECISION TO INSTALL SIDEWALK ON CERTAIN IDENTIFIED UNDEVELOPED LOTS AND AUTHORIZING CITY STAFF TO TAKE THE STEPS NECESSARY TO HAVE SIDEWALK INSTALLED.”**

**WHEREAS**, in conformance with Section 445.030K2a5 of the Unified Development Code notification was provided to the owners of undeveloped lots that had been identified as meeting the threshold requirements for having sidewalk installed; and

**WHEREAS**, a public hearing was held on September 10, 2018 for those lots wherein sidewalk was not installed by the established deadline; and

**WHEREAS**, at the conclusion of each public hearing for the lots described below the City Council made the findings pursuant to Section 445.030K2a9 of the Unified Development Code and made a determination to install sidewalk on the lot and levy a special assessment against the lot for the costs thereof in accordance with Section 445.030K2a7; and

**WHEREAS**, the City Council decision to install sidewalk was done for the purpose of having a continuous and connected sidewalk network throughout the City.

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

Section 1. The City Council hereby confirms the determination made at the September 10, 2018 public hearing and hereby authorizes the installation of sidewalk on the following described undeveloped lots:

- 1116 Lakecrest Circle - Edgewater at Creekmoor 3rd Plat Lot 80
- 906 Kodiak Street - Whitetail Run Lot 2

Section 2. City staff is hereby authorized to proceed with the plans and specifications for the installation of sidewalk upon the above identified lots and shall proceed with securing bids for the installation of the sidewalk. No sidewalk shall be installed by the contractor selected by the City before September 1, 2019.

Section 3. City staff is hereby authorized to levy a special assessment against those lots upon which sidewalk is installed by the City for the costs of installation of the sidewalk.

Section 4. This Resolution shall become effective on and after the date of passage and approval.

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

**DULY READ AND PASSED THIS 24TH DAY OF SEPTEMBER, 2018 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

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

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

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



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: September 24, 2018

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

**TITLE / ISSUE / REQUEST**

Bill 3391 - On-call Survey Services

**STRATEGIC PLAN GOAL/STRATEGY**

**FINANCIAL IMPACT**

Award To: Huffman Land Surveyors, Inc.  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#:

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
N/A	N/A

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The City's Engineering Department has an occasional need for professional surveying work associated with in-house design projects. The tasks performed typically include right-of-way staking, easement preparation and gathering of topographic information.

The FY 2018/2019 Capital Budget includes several projects for which these tasks are required such as the Owen Good Force main repair, Harold Estates Sewer Extension and the Shadowood settlement investigation.

In accordance with the City's Purchasing Policy, a Request for Qualifications was issued to land surveying firms. The following firms submitted a response to our Request for Qualifications: Huffman Land Surveyors, Olsson Associates, BHC Rhodes and Anderson Engineering.

Staff has reviewed the statement of qualifications submitted and recommends the City retain the services of Huffman Land Surveyors, Inc to provide on-call surveying services for a three-year period.

Because of the varying nature of the services to be performed, a scope of services and costs associated with the specific tasks to be performed will be negotiated on a task-by-task basis.

**BILL 3391**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HUFFMAN LAND SURVEYORS, INC. TO PROVIDE ON-CALL SURVEYING SERVICES.”**

**WHEREAS**, the City has occasional needs for professional surveying services, and;

**WHEREAS**, the staff publicly advertised for on-call surveying services, and;

**WHEREAS**, staff reviewed the proposals submitted and found that the proposal from Huffman Land Surveyors, Inc. was the best of the proposals submitted.

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

Section 1. The City Manager is hereby directed and authorized to enter into a guaranteed pricing contract with Huffman Land Surveyors, Inc. to provide on-call surveying services.

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

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

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

**DULY READ THE FIRST TIME THIS 24TH DAY OF SEPTEMBER, 2018.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF OCTOBER, 2018 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad  
Councilmember Barber  
Councilmember Berendzen  
Councilmember Burke III  
Councilmember Circo  
Councilmember Holman  
Councilmember Kellogg  
Councilmember Townsend

ATTEST:

APPROVE:

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

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

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



CITY OF RAYMORE  
CONTRACT FOR PROFESSIONAL SERVICES  
**ON CALL LAND SURVEYING SERVICES**

Agreement made this 8th day of October, 2018 between Huffman Land Surveyors, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 661, Raymore, MO 64083, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of October 8, 2018 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

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #18-006 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. Consultant 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 RFQu # 18-006 including insurance 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

This contract is for services provided in a one year period beginning November 1, 2018 and ending October 31, 2019. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III  
CONTRACT SUM AND PAYMENT

Payment and Fee Schedules to be attached.

ARTICLE IV  
CONTRACT PAYMENT

The City agrees to pay the Consultant for on call services as follows:

The Consultant shall provide the City with monthly billings as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Consultant's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the Consultant's failure to perform any of his duties as specified in this contract and addendums, or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

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

ARTICLE V  
INSURANCE REQUIREMENTS

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

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

The Consultant shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Consultant 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.

## ARTICLE VI 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 Consultant may rely.

The Consultant'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 Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. 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 Consultant shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

Consultant 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. Consultant shall bear the cost of any permits which he is obligated to secure. Consultant will also ensure any sub-Consultants hired will obtain the necessary licenses and permits as required.

Consultant 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. Consultant agrees to ensure sub-Consultants and their employees comply with all applicable laws and regulations aforementioned.

Consultant 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.

## ARTICLE VII TERMINATION OF AGREEMENT

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

default under the terms of this contract. Such notification may be made by telephone or in writing. If the Consultant fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Consultant 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 Consultant at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

#### ARTICLE VIII ARBITRATION

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

#### ARTICLE IX WARRANTY

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

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

#### ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the consultant 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 XI  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant 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.

(SEAL)

**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

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

(SEAL)

**HUFFMAN LAND SURVEYORS, INC.**

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

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

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

## **Appendix A**

### **Scope of Services**

The actual 'scope of services' will be finalized during negotiations with the selected firm.

## Appendix B General Terms and Conditions

### A. *Procedures*

The extent and character of the services to be performed by the Consultant 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 Consultant shall not comply with requests and/or orders issued by any other person. The Finance Director will designate his/her authorized representatives in writing. Both the City of Raymore and the Consultant must approve any changes to the contract in writing.

### B. *Contract Period*

Award of this contract is anticipated prior to the end of February 2018, with the initial term beginning March 1, 2018 and ending February 28, 2019. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

### C. *Insurance*

The Consultant 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 Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

#### 1. General Liability

Owners and Protective Liability.

#### Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

### D. *Hold Harmless Clause*

The Consultant shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Consultant 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 Consultant 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 Consultant; 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 Consultant, 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 Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub consultant or vendor used by the Consultant.

G. *Invoicing and Payment*

The Consultant shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

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 Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Consultant 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 Consultant within thirty (30) days of receipt of the claim.

City decision shall be final unless the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant at the Consultant'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 Consultant shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Permits*

The successful Consultant 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 vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. *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.

Q. *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.

R. *Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the consultant 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.

**HUFFMAN LAND SURVEYORS, INC.**

**City of Raymore, Missouri Request for Qualifications &  
Quote for on call Land Surveying Services**

**RFQu NUMBER 18-006**

## MICHAEL J. HUFFMAN

16112 Slater Ave  
Belton, Mo. 64012  
(816) 322-4544

January 25, 2018

Born June 11, 1958 Age 59  
Belton High School Graduate May 1976

I have raised three children all Belton High School Graduates, Allen age 36, Belton graduate 2000, married 2 children and Jeff age 33, Belton graduate 2006, single 2 children and Mindy age 24, Belton graduate 2012 single no children.

I have been Single since June 2003, after 25 years of marriage and I now enjoy spending time with my Family and Friends but especially my grandchildren the three boys, two at 6 years old and one at 2-1/2 years old and one girl at 4 years old.

Registered Professional Land Surveyor, Mo PLS-2268, Licensed since May 2<sup>nd</sup>, 1989. I was employed by Griffin & Karch, Inc. Raytown, MO. 64133 when I began my Surveying career in October 1977 and when I quit working for this company after over 18 years of service on April 15, 1996, I established my own company Huffman Land Surveyors, LLC., which I still operate as of the current date, I have experience in all aspects of Land Surveying, including but not limited to, Property Boundaries, Platting, Subdivision Layout, Design, ALTA/NSPS Surveys, Construction Staking, Creating Easement Documents, Land Descriptions, Topographic Surveys and use of Hiper GPS System Equipment and AutoCAD Drafting.

I am a longtime member of the Missouri Society of Professional Surveyors, and a member of Belton Crossroads United Methodist Church.

### QUALIFICATION FORM A

#### PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: HUFFMAN LAND SURVEYORS, LLC.

ADDRESS: 16112 SLATER Ave  
Street

ADDRESS: Belton Mo. 64012  
City State Zip

PHONE: 816-322-4544

E-MAIL: huffman@swbell.net

DATE: 01/25/2018  
(Month-Day-Year) Michael J. Huffman  
Signature of Officer/Title

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

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

- Check One:
- MBE (Minority Owned Enterprise)
  - WBE (Women Owned Enterprise)
  - Small Business

### QUALIFICATION FORM B

## **DISCLOSURES**

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

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

## **Legal Matters**

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm 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 RFQu, 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 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 Consultant 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 were 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.

**QUALIFICATION FORM C**  
 RFQu 18-006

**EXPERIENCE / REFERENCES**

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

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

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

<b>COMPANY NAME</b>	City of Raymore
<b>ADDRESS</b>	100 Municipal Circle
	Raymore, MO 64083
<b>CONTACT PERSON</b>	MIKE KRASS
<b>PHONE NUMBER</b>	(816) 331-1852
<b>PROJECT, AMOUNT AND DATE COMPLETED.</b>	Community Building, City Hall & Park Rec R/W 58 Hwy & Kentucky, Bridge County Line Ryans East Boundary Line

<b>COMPANY NAME</b>	Engineering Solutions
<b>ADDRESS</b>	50 SE 30TH Street
	LEE'S Summit, Mo. 64082
<b>CONTACT PERSON</b>	MATT Schlicht
<b>PHONE NUMBER</b>	(816) 623-9888
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Rock Brook Church Topographic 12/15/2017 \$7,000 <sup>00</sup> Todd Guidewell Miniware Houses 458 Hwy Topographic \$3,000 <sup>00</sup>

<b>COMPANY NAME</b>	City of Belton Missouri
<b>ADDRESS</b>	16400 N. Mullen Rd.
	Belton, Mo 64012
<b>CONTACT PERSON</b>	Shane Dewald
<b>PHONE NUMBER</b>	(816) 348-7400 Ext. 7408
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Memorial Park Redesign, WALKING TRAIL By Park Bldg. & Skate Park & MARKET Park Dog Park - Seabee Prep.

<b>COMPANY NAME</b>	City of Peculiar Missouri
<b>ADDRESS</b>	250 S. Main Street
	Peculiar, Mo. 64078
<b>CONTACT PERSON</b>	Cifford McDonald
<b>PHONE NUMBER</b>	(816) 779-2226
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Ball fields Topographic for Redesign for Soccer fields, Description for Special AREAS, Sign STAKED Bradley Crossing & PIAT

<b>COMPANY NAME</b>	Warger & Associates
<b>ADDRESS</b>	5015 NW Canal St. Suite 100
	Riverside, Mo. 64150
<b>CONTACT PERSON</b>	Steve Warger P.E.
<b>PHONE NUMBER</b>	(816) 769-6132(c)
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Somerset Hills SUBDIVISION KCMO. Autumn Woods SUBDIVISION Belton Mo.

State the number of Years in Business: 21

State the current number of personnel on staff: 2

**QUOTE FORM D**

## 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 Michael J. Huffman who, being duly sworn, states on his oath or affirmation as follows:

Name/Consultant: Michael J. Huffman  
Company: Huffman Land Surveyors, LLC.  
Address: P.O. Box 661 Raymore Mo. 64083

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Consultant 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 #18-006.
- 3 Consultant 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 Consultant's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

HUFFMAN LAND SURVEYORS, LLC.  
(Company Name)

Michael J. Huffman  
Signature

Name: Michael J. Huffman

Title: MANAGING PARTNER

Subscribed and sworn to before me this 25<sup>th</sup> day of Jan, 2018.

STATE OF MO COUNTY OF Jackson

Notary Public: Brian S. Daniel

BRIAN S. DANIEL  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
COMMISSION EXPIRES FEB 19, 2021  
COMMISSION # 13407732

My Commission Expires: 2-19-21

**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 Consultant; and
- 2 A valid copy of the signature page completed and signed by the Consultant, the Social Security Administration, and the Department of Homeland Security -Verification Division.

Company ID Number: 1265192

**Approved by:**

<b>Employer</b> Huffman Land Surveyors, LLC	
<b>Name (Please Type or Print)</b> MICHAEL HUFFMAN	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/25/2018
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b>	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b>

Company ID Number: 1265192

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Huffman Land Surveyors, LLC
Company Facility Address	16112 Slater Ave Belton, MO 64012
Company Alternate Address	P. O. Box 661 Raymore, MO 64083
County or Parish	CASS
Employer Identification Number	473441941
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

**HUFFMAN LAND SURVEYORS, INC.**

**FORM D - QUOTE**

**RFQu: 18-006**

**HOURLY CHARGE OUT RATE \$150.00 FOR TWO MAN FIELD  
CREW WITH SUPPLIES INCLUDED.**

**HOURLY CHARGE OUT RATE \$80.00 FOR ONE MAN OFFICE  
WORK, COMPUTATIONS AND RESEARCH TIME.**

# Miscellaneous



**THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, JULY 24, 2018, IN THE CITY HALL COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.**

**MEMBERS PRESENT:** Chairman Trautman; Members: Eastwood, Harris, Heath, Houdyshell, and Supple. Members Bartow, Cipolla and Seimears are absent.

**STAFF PRESENT:** Director Musteen, Superintendent McLain, Superintendent Rulo and Office Assistant Naab.

**1. Call to Order:** Chairman Trautman called the meeting to order at 7:01pm.

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Personal Appearances**

**5. Consent Agenda**

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

- |                       |               |
|-----------------------|---------------|
| A. Park Board Minutes | June 26, 2018 |
| B. Park Board Minutes | July 10, 2018 |

**Motion:** Member Harris moved to accept the minutes of June 26, 2018 and July 10 2018.  
Member Eastwood seconded.

**Discussion:** Minutes from the June 26 meeting needs to be corrected to reflect accurate voting for the new chair and vice-chair.

<b>Vote:</b>	6 Aye	Member Bartow	Absent
	3 Absent	Member Cipolla	Absent
	0 Nay	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Seimears	Absent
		Member Supple	Aye
		Member Trautman	Aye

**6. Committee Reports**

Recreation Committee	(did not meet)
Budget Committee	(did not meet)
Grounds Committee	(did not meet)

**APPROVED: August 28, 2018 (5-0, 1 Absent, 3 Abstain)**





**Park Board Minutes: July 24, 2018**      **Page 4**

3 Absent	Member Eastwood	Aye
	Member Harris	Aye
	Member Heath	Aye
	Member Houdyshell	Aye
	Member Seimears	Absent
	Member Supple	Aye
	Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 7:26 pm.

Respectfully submitted,  
Greta Naab  
Office Assistant

**APPROVED: August 28, 2018 (5-0, 1 Absent, 3 Abstain)**

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, SEPTEMBER 4, 2018**, IN THE COUNCIL CHAMBERS OF CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, KELLY FIZER, MARIO URQUILLA, MATTHEW WIGGINS, CHARLES CRAIN AND MAYOR KRIS TURNBOW. ABSENT WERE ERIC BOWIE, DON MEUSCHKE, AND MELODIE ARMSTRONG. ALSO PRESENT WERE ASSOCIATE PLANNER DAVID GRESS, PUBLIC WORKS DIRECTOR MIKE KRASS, 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. **Approval of minutes of August 21, 2018 meeting**

**Motion by Commissioner Urquilla, Seconded by Commissioner Wiggins to accept the meeting minutes as submitted.**

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Absent
Commissioner Bowie	Absent
Commissioner Crain	Abstain
Commissioner Fizer	Aye
Commissioner Meuschke	Absent
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

**Motion passed 5-0-1.**

6. **Unfinished Business - None**
7. **New Business -**

**A. Case #18014 - 2019-2023 Capital Improvement Program (public hearing)**

City Manager Jim Feuerborn presented an overview of the 2019-2023 Capital Improvement Program. He reviewed the revenue sources for each fund and proposed expenditures as part of the FY19 capital budget. He reviewed each project included in the Capital Improvement Program with specific focus on those projects included in the FY19 Capital Budget.

Public Works Director Mike Krass provided information on the proposed Shadowood settlement issue project as there has been soil settlements occur that have affected streets and sidewalks in the neighborhood.

*Chairman Faulker opened the public hearing at 7:34 p.m.*

No public comments.

*Chairman Faulkner closed the public hearing at 7:35 p.m.*

Commissioner Wiggins commented that he appreciated the efforts put into the CIP. He commented that the inclusion of all of the maintenance projects is appreciated.

Commissioner Urquilla asked about the status of possible improvements to our existing soccer fields or a future soccer complex.

Mr. Feuerborn commented that City staff are having discussions on this topic, both with public and private complexes. He stated the key is to get the facilities in the right location. We are doing a review of available land, including costs to provide additional soccer fields.

Commissioner Urquilla said he is pleased with where the City is going.

Commissioner Fizer asked about the addition of light poles at Fox Ridge and Johnston Drive which were on the list for FY18.

Mr. Krass stated the installation of that street light is currently in the approval process and should occur soon.

Chairman Faulkner asked how the 2019 CIP compares with the 2018 CIP budget.

Mr. Feuerborn commented that if you exclude the GO Bond projects from the 2018 CIP then the 2019 CIP is slightly higher than the 2018 CIP.

Chairman Faulkner asked if there are any other settlement issues in other subdivisions, such as Ward Park Place.

Mr. Krass stated there were some settlements on private property in Ward Park Place, but any settlements on City streets have been addressed.

Chairman Faulkner asked about the Harold Estates gravity sewer line and if the City had easements in place for the project.

Mr. Feuerborn stated the City will need to acquire easements for the project and we have had discussions with the landowner to the north of Harold Estates.

Chairman Faulkner did express some disappointment with the 163rd street extension disappearance from the CIP.

Mr. Feuerborn stated the project is still on the 10-year road plan, but due to its cost it is not feasible to include the project in the CIP.

Chairman Faulkner commented that communities on the Kansas side seem to install certain infrastructure in advance of development, but understood the costs involved to do so.

Mr. Feuerborn stated where the City did advance road projects the developer had plans to proceed with adjacent development.

**Motion by Commissioner Urquilla, Seconded by Commissioner Crain, to accept case #18014, the 2019-2023 Capital Improvement Program, as presented to be forwarded to the City Council with a recommendation of approval.**

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Absent
Commissioner Bowie	Absent
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Absent
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

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

**8. City Council Report**

Mr. Zerr provided an overview of the August 27, 2018 meeting of the City Council.

**9. Staff Report**

Associate Planner David Gress provided an overview of the upcoming cases to be considered by the Commission.

Mr. Krass provided an overview of the status of current City infrastructure projects.

**10. Public Comment**

None.

**11. Commission Member Comment**

Commissioner Urquilla thanked staff for its work on the CIP.

Commissioner Wiggins thanked staff for its work on the CIP.

Chairman Faulkner thanked staff for its efforts.

**12. Adjournment**

**Motion by Commissioner Wiggins, Seconded by Commissioner Urquilla to adjourn the September 4, 2018 Planning and Zoning Commission meeting.**

**Vote on Motion:**

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Absent
Commissioner Bowie	Absent
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Absent
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

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

The September 4, 2018 meeting adjourned at 8:00 p.m.

Respectfully submitted,

Jim Cadoret