

TENTATIVE AGENDA
Raytown Board of Aldermen
July 11, 2023

REGULAR SESSION NO. 6
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 PM

The meeting will be streamed live and can be accessed on the City's website at www.raytown.mo.us. In addition, a video recording of the meeting will be available within 48 hours on the City's website. For questions, contact City Clerk, Teresa Henry at (816) 737-6004 or thenry@raytown.mo.us.

Public comments can be made in-person by signing in before the meeting using the sign-in sheet available in the City hall Council Chamber. To make public comments remotely, please use the Zoom Webinar ID and Passcode below and notify the Clerk, using the contact information above, of your intent to give a Public Comment remotely during the live online meeting, or send your Public Comments to the City Clerk at the email address above by 12:00 p.m. (noon) on July 10, 2023 so that your comments can be presented in writing to the Board of Aldermen during the Public Comments section of the July 11, 2023 meeting agenda. All Public Comments received will be kept on file in the City Clerk's office.

zoom.us/join
Webinar ID: 814 0201 2291
Passcode: 050800

OPENING SESSION

Invocation/Pledge of Allegiance

Roll Call

Public Comments

Comments from the Mayor

Comments from the City Administrator

Committee Reports

STUDY SESSION

- 1. Mid-Year Financial Report**
Michael Graham, Finance Director

LEGISLATIVE SESSION

2. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda.

- 2.a.** Approval of the Regular June 20, 2023 Board of Aldermen Meeting minutes.

OLD BUSINESS

- 3. Second Reading: Bill 6635-23, Section XIII: AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT BY AND AMONG SHIRIN INVESTMENTS, LLC, THE**

CITY OF RAYTOWN, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR PLANS REVIEW IN CONNECTION WITH A CONVENIENCE STORE TO BE LOCATED AT 8619 BLUE RIDGE BLVD. Point of Contact: Missy Wilson, Assistant City Administrator/Economic Development Administrator.

NEW BUSINESS

- 4. Public Hearing: A public hearing to consider an conditional use permit for property located at 5318 Raytown Road.**

4.a. FIRST READING: Bill No. 6637-23, Section XIII: AN ORDINANCE APPROVING ISSUANCE OF A CONDITIONAL USE PERMIT TO EDUARDO RUIZ AND RUIZ AND SONS PROPERTIES, INC., TO OPERATE A CAR WASH AT 5318 RAYTOWN ROAD IN AN NC, NEIGHBORHOOD COMMERCIAL, DISTRICT WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Diane Egger, Community Development Director.

- 5. Public Hearing: A public hearing to consider text amendments to Chapter 50 regarding Recreational (Adult) Marijuana Use.**

5.a. FIRST READING: Bill No. 6638-23, Section XIII: AN ORDINANCE AMENDING CHAPTER 50, ARTICLE XII, OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, MISSOURI, TO ACCOMMODATE THE RECENT VOTER APPROVED STATEWIDE CONSTITUTIONAL AMENDMENT APPROVING RECREATIONAL (ADULT) MARIJUANA USE CONSISTENT WITH REGULATIONS ADOPTED BY THE STATE OF MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES. Point of Contact: Diane Egger, Community Development Director.

- 6. A RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF GRANT FUNDS FROM THE MISSOURI DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND IN THE AMOUNT OF \$1,012,000.00 TO DEMOLISH AND COMPLETE IMPROVEMENTS ON THE 53RD STREET PROPERTY. Dave Turner, Parks and Recreation Director.**
- 7. A RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF THE 2023 COMMUNITY PROJECT FUNDING GRANT FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE AMOUNT OF \$3,000,000.00 TO RENOVATE PROPERTY AT 53RD STREET AND KENAGY PARK. Dave Turner, Parks and Recreation Director.**
- 8. A RESOLUTION AMENDING FISCAL YEAR 2022-2023 BUDGET TO REAPPROPRIATE VARIOUS EXPENDITURES INCOMPLETE FROM THE PREVIOUS YEAR. Point of Contact: Michael Graham, Finance Director.**
- 9. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH HEARTLAND TRAFFIC SERVICES, INC. FOR THE CITYWIDE PAVEMENT MARKING PROGRAM, IN A TOTAL AMOUNT NOT TO EXCEED \$65,000.00. Point of Contact: Robinson Camp, Public Works Director.**
- 10. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MCANANY CONSTRUCTION INC. FOR THE 2023 ULTRATHIN BONDED ASPHALT SURFACE PROJECT IN AN AMOUNT NOT TO EXCEED \$651,073.00 FOR FISCAL YEAR 2022-2023. Point of Contact: Robinson Camp, Public Works Director.**
- 11. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN**

AGREEMENT WITH DONELSON CONSTRUCTION COMPANY, LLC. UTILIZING THE GREENE COUNTY, MISSOURI COOPERATIVE BID FOR THE 2023 MODIFIED AGGREGATE QUICK SET RESURFACING PROJECT IN AN AMOUNT NOT TO EXCEED \$815,470.60 AND AMEND THE FISCAL YEAR 2022-2023 BUDGET. Point of Contact: Robinson Camp, Public Works Director.

- 12. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MCCONNELL & ASSOCIATES CORP. FOR THE DOWNTOWN ALLEY AND PARKING RESURFACING PROJECT IN AN AMOUNT NOT TO EXCEED \$91,262.50 FOR FISCAL YEAR 2022-2023. Point of Contact: Robinson Camp, Public Works Director.**
- 13. A RESOLUTION DECLARING CERTAIN PROPERTY OWNED BY THE CITY OF RAYTOWN AS SURPLUS AND AUTHORIZING DISPOSITION OF SUCH PROPERTY BY AUCTION. Point of Contact: Robinson Camp, Public Works Director.**

DISCUSSION ITEM

- 14. Single Hauler Trash Service - Alderman Ryan Myers**

ADJOURNMENT

2022/2023
MID-YEAR FINANCIAL
REPORT

GENERAL FUND

	2022/2023 Budget	YTD Activity Thru 4.30.23	% of Budget Used	Remaining Budget
Revenue				
Property Tax	\$ 1,306,970	\$ 1,270,293	97.19%	\$ 36,677
General Sales Tax	4,384,400	2,520,897	57.40%	1,863,503
Other Taxes	55,700	25,373	45.55%	30,327
Franchise Taxes	3,604,430	2,062,778	57.23%	1,541,652
Permit and License	522,200	227,051	43.47%	295,149
Intergovernmental	1,337,300	759,817	56.82%	577,483
Service Charges	87,090	29,440	33.80%	57,650
Municipal Court Receipts	271,800	137,347	50.53%	134,453
Reimbursements, Interest and Misc.	76,720	367,941	100.0%	
Grants	1,242,462		0.00%	1,242,462
Transfer In	1,462,912	731,456	50.00%	731,456
Total Revenue	\$14,351,983	\$ 8,132,394	54.60%	\$ 6,510,810
Expense				
Personal Services	\$ 9,498,721	\$ 4,296,532	45.23%	\$ 5,202,189
Repairs and Maintenance	419,083	208,813	49.83%	210,270
Supplies, Services, and Charges	2,114,930	876,853	41.45%	1,238,077
Transfers Out	2,371,678	468,296	19.74	1,903,382
Utilities	558,520	269,430	48.24%	289,090
Grants	374,413	0	0.00%	374,413
Total Expense	\$15,337,345	\$ 6,119,925	39.90%	\$ 8,648,864
Fund Balance Applied	\$ (985,362)			
General Fund Net Surplus	0	\$ 2,012,469		

PARK FUND

	2022/2023 Budget	YTD Activity Thru 4.30.23	% of Budget Used	Remaining Budget
Revenue				
Property Tax	\$ 622,000	\$ 634,439	100.00%	
General Sales Tax	327,000	177,443	54.26%	\$ 149,557
Service Charges	55,000	21,918	39.85%	33,082
Reimbursements, Interest and Misc.	21,300	40,456	100.00%	
Grants	355,000	0	0	335,000
Total Revenue	\$ 1,360,300	\$ 874,256	61.90%	\$ 517,639
Expense				
Personal Services	\$ 679,798	\$ 338,412	49.78%	\$ 341,386
Supplies, Services, and Charges	239,765	44,793	18.68%	194,972
Repairs and Maintenance	99,500	27,439	27.58%	72,061
Contractual Services	35,000	0	0	35,000
Capital Expenditures	771,867	0	0	771,867
Utilities	56,200	23,207	41.29%	32,993
Transfers	33,600	16,491	49.08%	17,109
Total Expense	\$ 1,915,730	\$ 450,342	23.51%	\$ 1,465,388
Fund Balance Applied	\$ (555,430)			
Park Fund Net Surplus	0	\$ 423,914		

TRANSPORTATION SALES TAX FUND

	2022/2023 Budget	YTD Activity Thru 4.30.23	% of Budget Used	Remaining Budget
Revenue				
General Sales Tax	\$ 1,580,100	\$ 856,682	54.22%	\$ 723,418
Reimbursements, Interest and Misc.	3,400	29,451	100.00%	0
Total Revenue	\$ 1,583,500	\$ 886,133	54.30%	\$ 723,418
Expense				
Capital Expenditures	\$ 0	\$ 63,901	0	0
Repairs and Maintenance	1,045,000	78,283	7.49%	\$ 966,717
Supplies, Services, and Charges	282,575	48,344	17.10%	234,231
Transfers	360,000	175,898	48.86%	184,102
Total Expense	\$ 1,687,575	\$ 366,426	17.90%	1,385,050
Fund Balance Applied	\$ (104,075)			
Transportation Sales Tax Fund Net Surplus	0	\$ 519,707		

CAPITAL SALES TAX FUND

	2022/2023 Budget	YTD Activity Thru 4.30.23	% of Budget Used	Remaining Budget
Revenue				
General Sales Tax	\$ 1,307,000	\$ 709,773	54.31%	\$ 597,227
Reimbursements, Interest and Misc.	18,400	57,036	100.00%	
Grants	10,210		0	10,210
Total Revenue	\$ 1,335,610	\$ 766,809	54.50%	\$ 607,437
Expense				
Capital Expenditures	\$ 1,591,193	\$ 196,185	12.33%	\$ 1,395,008
Supplies, Services, and Charges	2,800	1,250	44.64%	1,550
Transfers	259,200	131,924	50.80%	127,276
Total Expense	\$ 1,853,193	\$ 329,359	17.77%	\$ 1,523,834
Fund Balance Applied	\$ (517,583)			
Capital Sales Tax Fund Net Surplus	0	\$ 437,450		

PUBLIC SAFETY SALES TAX FUND

	2022/2023 Budget	YTD Activity Thru 4.30.23	% of Budget Used	Remaining Budget
Revenue				
General Sales Tax	\$ 1,818,000	\$ 946,363	52.06%	\$ 871,637
Reimbursements, Interest and Misc.	2,300	28,967	100.00%	0
Total Revenue	\$ 1,820,300	\$ 975,330	52.10%	\$ 871,637
Expense				
Capital Expenditures	0	0	0	0
Supplies, Services, and Charges	\$ 456,214	\$ 153,776	33.71%	\$ 302,438
Transfers	1,642,912	819,405	49.88%	823,507
Utilities	28,500	11,599	40.60%	16,901
Total Expense	\$ 2,127,626	\$ 984,780	46.29%	\$ 1,142,846
Fund Balance Applied	\$ (307,326)	\$ (9,450)		
Public Safety Sales Tax Fund Net Surplus	0	0		

RISK MANAGEMENT FUND

	2022/2023 Budget	YTD Activity Thru 4.30.23	% of Budget Used	Remaining Budget
Revenue				
Reimbursements and Misc.	\$ 40,000	\$ 49,223	100.00%	
Transfer In	83,300	41,500	49.80%	\$ 41,800
Total Revenue	\$ 123,300	\$ 90,723	66.20%	\$ 41,800
Expense				
Supplies, Services, and Charges	\$ 123,300	\$ 51,075	41.42%	\$ 72,225
Total Expense	\$ 123,300	\$ 51,075	41.42%	\$ 72,225
Risk Management Fund Net Surplus	0	\$ 39,648		

T I F F U N D

	2022/2023 Budget	YTD Activity Thru 4.30.23	% of Budget Used	Remaining Budget
Revenue				
Other Tax	\$ 9,620	\$ 3,461	35.98%	\$ 6,159
Property Tax	96,950	96,557	99.60%	383
Reimbursements, Interest and Misc.	1,231,320	805,051	65.38%	426,269
Transfer In	1,834,538	1,699,623	92.60%	134,915
Total Revenue	\$ 3,712,428	\$ 2,604,702	70.10%	\$ 567,726
Expense				
Debt Service	\$ 2,921,718	\$ 2,588,785	88.60%	\$ 332,933
Supplies, Services, and Charges	250,710	15,917	06.35%	234,793
Total Expense	\$ 3,712,428	\$ 2,604,702	70.10%	\$ 567,726
TIF Fund Net Surplus	0	0		

STORMWATER FUND

	2022/2023 Budget	YTD Activity Thru 4.30.23	% of Budget Used	Remaining Budget
Revenue				
General Sales Tax	\$ 108,000	\$ 59,148	54.77%	\$ 48,852
Reimbursements, Interest and Misc.	2,000	12,356	0	0
Transfer In	906,440	75,000	8.20%	831,440
Total Revenue	\$ 1,016,440	\$ 146,504	13.30%	\$ 880,292
Expense				
Capital Repairs	\$ 878,690	\$ 7,804	0.89%	\$ 870,886
Repairs & Maintenance	73,000	1,847	2.53%	71,153
Supplies, Services, and Charges	41,950	29,737	70.88%	12,213
Transfers	22,800	10,994	48.22%	11,806
Total Expense	\$ 1,016,440	\$ 50,382	4.96%	\$ 966,058
Stormwater Fund Net Surplus	0	\$ 96,132		

CAPITAL IMPROVEMENT PROJECTS FUND

	2022/2023 Budget		YTD Activity Thru 4.30.23		% of Budget Used	Remaining Budget
Revenue						
Reimbursements and Misc.	\$	29,200	\$	66,119	100.00%	
Total Revenue						
	\$	29,200	\$	66,119		
Expense						
Supplies, Services, and Charges	\$	18,700	\$	762	4.07%	\$ 17,938
Total Expense						
	\$	18,700	\$	762	4.07%	\$ 17,938
Capital Improvement Fund Net Surplus						
	\$	10,500	\$	65,357		

SANITARY SEWER FUND

	2022/2023 Budget	YTD Activity Thru 4.30.23	% of Budget Used	Remaining Budget
Revenue				
Service Charges	\$ 8,161,650	\$ 3,871,464	47.43%	\$ 4,290,186
Reimbursements, Interest and Misc.	173,970	218,941	100.00%	
Transfer In	400,000	0	0	400,000
Total Revenue	\$ 8,735,620	\$ 4,090,405	46.30%	\$ 4,690,186
Expense				
Capital Expenditures	\$ 2,799,510	\$ 205,555	7.34%	\$ 2,593,955
Debt Service	1,256,509	439,477	34.98%	817,032
Personnel Services	1,024,859	380,564	37.13%	644,295
Repairs & Maintenance	231,320	52,513	22.70%	178,807
Supplies, Services, and Charges	5,251,878	2,289,735	43.60%	2,962,143
Utilities	15,298	6,142	40.15%	9,156
Total Expense	\$ 10,579,375	\$ 3,373,986	31.89%	\$ 7,205,388
Fund Balance Applied	\$ (1,843,755)			
Sanitary Sewer Fund Net Surplus	0	\$ 716,419		

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 07/07/2023

MEETING DATE: July 11, 2023

SUBMITTED BY:

DEPARTMENT: Administration

Document Type: Other

SUBJECT/REQUEST

BACKGROUND/JUSTIFICATION

RECOMMENDED MOTION

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account #:	

REVIEWED BY

Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

None

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		

E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

CITY OF RAYTOWN
Request for Board Action

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Document Type: Other

SUBJECT/REQUEST

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COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account #:	

REVIEWED BY

Damon Hodges Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. 06-20-23 Minutes - DRAFT

**SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Secretary of State:		

Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

MINUTES
RAYTOWN BOARD OF ALDERMEN
JUNE 20, 2023
REGULAR SESSION NO. 5
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
AND
ONLINE ZOOM WEBINAR
7:00 P.M.

OPENING SESSION

Mayor Michael McDonough called the June 20, 2023, Board of Aldermen Regular meeting to order at 7:01 p.m. Bob Hensel, of The River Church, provided the invocation and led the pledge of allegiance.

Roll was called by Teresa Henry, City Clerk, and the attendance was as follows:

Present: Alderman Bonnaye Mims, Alderman Loretha Hayden, Alderman Janet Emerson, Alderman Ian Scott, Alderman Bill Van Buskirk, Alderman Greg Walters, Alderman Jim Aziere, Alderman Ryan Myers, Alderman Theresa Garza

Absent: Alderman Diane Krizek

Public Comments

Alderman Krizek joined the meeting at 7:05 p.m.

Comments were made by:

Rebecca Pennington, 11215 E 53rd Street, Raytown
Morris Mellow, 5816 Manning, Raytown
Martin Brogdon, 5525 Blue Ridge Boulevard
Nicole Moore, Safe at Home

Communication from the Mayor

None.

Communication from the City Administrator

Damon Hodges, City Administrator, provided an update on the City's current projects and plans.

Committee Reports

Comments were shared by Aldermen Aziere, Van Buskirk, Myers, and Mims.

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda.

Approval of the Regular June 6, 2023 Board of Aldermen meeting minutes.

Alderman Emerson, seconded by Alderman Scott, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Emerson, Scott, Walters, Aziere, Hayden, Myers, Garza, Van Buskirk, Mims, Krizek

Nays: None

REGULAR AGENDA

OLD BUSINESS

2. Public Hearing: A public hearing to consider an amendment to the official zoning map of the City of Raytown regarding a parcel of land located at 5348 Blue Ridge Blvd.

2a. **SECOND READING: Bill No. 6636-23, Section XIII: AN ORDINANCE** APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE CITY OF RAYTOWN FROM DISTRICT R-1, LOW DENSITY RESIDENTIAL TO DISTRICT NC, NEIGHBORHOOD COMMERCIAL, FILED BY THE PROPERTY OWNER, NASRUDDIN BHAMANI, MEMBER, RAYTOWN REAL ESTATE DEVELOPMENT, LLC, OF OLATHE, KANSAS, AFFECTING THE SOUTHEASTERN APPROXIMATELY 2.5-ACRES OF A 5.29-ACRE PARCEL OF LAND LOCATED AT 5348 BLUE RIDGE BLVD., WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Diane Egger, Community Development Director.

Mayor McDonough continued the public hearing.

The item was read by title only by Teresa Henry, City Clerk.

The Mayor stated that there were several individuals who did not get to speak at the June 6, 2023 Public Hearing and the City Attorney called the names for those individuals to speak, if present.

Chris Gilbert, Planning & Zoning Coordinator, presented the item and remained for any discussion.

Public Comments were made by:

Lois Moore, 5376 Blue Ridge Boulevard
Marilyn Layton, 5307 Crisp
Sharon Mathis Ko, 8120 Appleton, Raytown
Filly Galán, 5741 Blue Ridge Boulevard
Martin Brogdon, 5525 Blue Ridge Boulevard
Karen Brooks, 5528 Blue Ridge Boulevard
Jean Denham, 11308 E 53rd
Arlivia White, 5154 Westridge Circle
Ananda Sallman, 8621 E 59th Street, Kansas City, Missouri
Leslie Shelton, 5122 Westridge Circle
Tracy Nichols, 10301 E 63rd Terrace

Mayor McDonough closed the public hearing.

Mayor McDonough called for a short break at 9:05 p.m.

Mayor McDonough reconvened the meeting at 8:09 p.m.

Stephanie Hazelton, of Hazelton & Laner, LLP, representing the applicant, presented on the item.

Jennifer Baird, City Attorney, listed the following exhibits as having been submitted regarding the item:

- Exhibit 1 – June 6 and June 20, 2023 Board of Aldermen meeting packets and the PowerPoint presented by staff.
- Exhibit 2 – Architectural Site Plan
- Exhibit 3 – Articles submitted by Lisa Blume
- Exhibit 4 – Articles submitted by Nicole Moore
- Exhibit 5 – Articles submitted by Mark Weiss
- Exhibit 6 – Articles submitted by Zach Mulholland, Issues with Zoning Change Bill No 6636-23 at 5348 Blue Ridge Blvd
- Exhibit 7 – Petition submitted by Applicant on 06-20-2023
- Exhibit 8 – Information submitted by Alderwoman Krizek regarding history of the property

Mayor McDonough called for a short break at 9:05 p.m.

Mayor McDonough reconvened the meeting at 8:11 p.m.

Alderman Garza submitted a packet of information regarding the history of the property. The documents became Exhibit 8.

The following Alderman explained any further ex parte communication they had regarding the item since the June 6, 2023 meeting:

Aldermen Van Buskirk, Mims, Krizek, Myers, Emerson, Hayden, Scott, Garza

Alderman Emerson, seconded by Alderman Myers, made a motion to adopt.

Alderman Bill Van Buskirk, seconded by Alderman Scott, made a motion to amend the bill by adding language to condition 4 so that it reads as follows:

- 4. Applicant shall restrict convenience store hours of operation to within the 6 AM to 10 PM time frame, except on Fridays and Saturdays when hours of operations can be within the 6 AM to 11 PM time frame.**

The motion to amend was approved by a vote of 7-3.

Ayes: Aldermen Van Buskirk, Scott, Emerson, Krizek, Mims, Hayden, Myers
Nays: Aldermen Aziere, Walters, Garza

The motion to adopt Bill 6636-23 as amended was approved by a vote of 7-3.

Ayes: Aldermen Emerson, Myers, Krizek, Scott, Hayden, Mims, Bill Van Buskirk
Nays: Aldermen Garza, Aziere, Walters

ADJOURNMENT

Alderman Myers, seconded by Alderman Scott, made a motion to adjourn.
The motion was approved by a majority of those present.

The meeting adjourned at 10:52 p.m.

Teresa M. Henry, City Clerk, MRCC

CITY OF RAYTOWN

Request for Board Action

DATE SUBMITTED: 07/06/2023

MEETING DATE: July 11, 2023

SUBMITTED BY:

DEPARTMENT: Administration

Document Type: Ordinance

SUBJECT/REQUEST

Approve ordinance authorizing and approving Plans Review Building Code/Permitting Inspections Certificate of Occupancy and Platting Agreement between City of Raytown, City of Kansas City, Missouri and Shirin Investment, LLC.

BACKGROUND/JUSTIFICATION

Shirin Investment, LLC owns the property commonly known as 8619 Blue Ridge Blvd, Kansas City, Missouri. A portion of the property is located within Raytown city limits. Shirin Investment, LLC proposes to demolish the existing building, formerly Texas Tom restaurant, to build a freestanding canopy with four (4) fuel islands and build a new 3,800 sq.ft. convenience store (The Project). The property is zoned for the proposed commercial use.

The bulk of the proposed improvements will be built primarily within the Kansas City, Missouri city limits, including the fuel canopy, underground fuel storage along with existing access to the site from Blue Ridge Boulevard and certain site utilities.

The Plans Review Building Code/Permitting Inspections Certificate of Occupancy and Platting Agreement defines the roles and responsibilities each municipality (City of Kansas City, Mo and City of Raytown, Mo) shall have regarding plans review, building code/permitting, inspections, platting (if any), and certificate of occupancy for The Project, but also other aspects of zoning, fire, health department, business licenses, storm, and sanitary sewer and utilities and all other aspects of The Project for which municipal governmental approvals are required.

RECOMMENDED MOTION

Authorize and approve the agreement as presented.

PREVIOUS ACTION

During the June 20, 2023 Board of Aldermen meeting, this item was continue to a date certain of July 11, 2023.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account #:	

REVIEWED BY

Jennifer Baird Damon Hodges Teresa Henry
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LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Ord Plans Review Agreement (Shirin - 8619 Blue Ridge)
2.	Ord Plans Review Agreement (Shirin - 8619 Blue Ridge) attachment

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT BY AND AMONG SHIRIN INVESTMENTS, LLC, THE CITY OF RAYTOWN, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR PLANS REVIEW IN CONNECTION WITH A CONVENIENCE STORE TO BE LOCATED AT 8619 BLUE RIDGE BLVD

WHEREAS, Shirin Investments, LLC ("Shirin") intends to demolish the existing structure and build a new freestanding canopy with (4) fuel islands and a new 3,800 s.f. convenience store at 8619 Blue Ridge Blvd, primarily located in Kansas City, Missouri ("KCMO") and a portion in Raytown, Missouri ("Raytown"); and

WHEREAS, the parties desire to set forward the responsibilities for plans review, building/code permitting, inspections, platting, and certificate of occupancy for the project within each city.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, as follows:

SECTION 1 – AGREEMENT. That the Plans Review Building Code/Permitting Inspections Certificate of Occupancy and Platting Agreement by and among Shirin Investments, LLC, the City of Raytown, Missouri, and the City of Kansas City, Missouri, attached hereto and incorporated herein, is hereby authorized and approved. The City Administrator is authorized to execute the agreement and the city clerk is authorized to attest thereto.

SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 4 – EFFECTIVE DATE. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 11th day of July, 2023.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

**PLANS REVIEW BUILDING CODE/PERMITTING INSPECTIONS CERTIFICATE
OF OCCUPANCY AND PLATTING AGREEMENT**

This Plans Review, Building Code/Permitting, Inspections, Certificate of Occupancy and Platting (if any) Agreement ("Agreement") is made this ____ day of _____, 2023 by and between Shirin Investments, LLC ("Shirin"), the City of Raytown, Missouri ("RMO") and the City of Kansas City, Missouri ("KCMO").

WHEREAS Shirin is the owner of the property commonly known as 8619 Blue Ridge Blvd, Kansas City, Missouri (the "subject property"); and

WHEREAS Shirin Investments proposes to demolish the existing building at the subject property and build a new freestanding canopy with (4) fuel islands and build a new 3,800 SF convenience store (the "project" or the "proposed improvements"); and

WHEREAS the bulk of the proposed improvements will be primarily within the Kansas City, Missouri city limits, including the fuel canopy, dispensers, and underground fuel storage along with the existing access to the site off Blue Ridge Blvd and certain site utilities; and

WHEREAS given the location of the Raytown city limit line, approximately half of the new convenience store building will be in Kansas City and half in Raytown; and

WHEREAS KCMO, RMO and Shirin desire and agree that, except as stated herein, KCMO shall have jurisdiction and final decision-making authority over all plans review, building code/permitting, inspections, certificate of occupancy and platting for the project.

NOW THEREFORE, to facilitate the construction of the project at the subject property, the new convenience store building of which crosses the KCMO/RMO city limit line, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Shirin, RMO and KCMO enter into the following agreement.

The parties make the following Agreement to guide the permitting and construction of the project. This Agreement is intended to cover not only plans review, building code/permitting, inspections, platting (if any), and certificate of occupancy for the project, but also other aspects of zoning, fire, health department, business licenses, storm, and sanitary sewer and utilities and all other aspects of the project for which municipal governmental approvals are required. Note that the City of Raytown does not operate a fire department, health department or other utilities besides sanitary sewer and therefore Shirin will need to seek approval for the project on the subject property from those entities having such jurisdiction. The purpose of this Agreement is to give KCMO the jurisdiction, and final decision-making authority over all those municipal governmental approvals necessary for the project except as set forth herein, while at the same time preserving RMO's ability to provide input to KCMO on those issues relative to the project lying in Raytown, Missouri identified herein:

1. Except as set forth herein, KCMO shall have jurisdiction over, and final decision-making authority over, all plans review, building code/permitting, inspections, platting (if any) and issuance of a certificate of occupancy for the project and all other aspects of zoning, fire, health department, business licenses, liquor licenses, storm sewer and utilities and all other aspects of the project for which municipal governmental approvals are required.
 - a. KCMO will require Shirin to obtain a special use permit (“SUP”) from KCMO for the fuel facility component of the project and obtain plans review and building permit approval and a certificate of occupancy from KCMO for the project. To the extent the subject property will need to be platted, KCMO shall have jurisdiction over any required platting of the subject property. The parties agree that this Agreement is contingent on Shirin receiving approval of the SUP from KCMO for the fuel facility component of the project and obtaining all other necessary approvals from KCMO and RMO and is also contingent on Shirin obtaining access to sewer from the neighboring property in Raytown on terms acceptable to Shirin. If Shirin’s application for SUP is denied by the KCMO Board of Zoning Adjustment, or if the SUP is approved subject to conditions not acceptable to Shirin, Shirin shall notify KCMO and RMO of that fact and this Agreement shall be void and of no further force or effect. Furthermore, if the SUP is approved and Shirin decides not to pursue the project, Shirin shall notify KCMO and RMO of that fact and this Agreement shall be null and void and of no further force or effect. But if the SUP is approved and Shirin decides to proceed with construction, Shirin guarantees that it shall construct the fuel facility component of the project.
 - b. KCMO shall provide, and have jurisdiction and final decision-making authority over, all interior and exterior inspections of the proposed improvements, regardless of the location, using the KCMO building code and will enforce the KCMO building codes for these improvements.
 - c. Shirin will provide RMO with a copy of the issued building permit, and a copy of the final Certificate of Occupancy for the new convenience store building on completion of the project.
2. RMO staff will have the opportunity to look at and comment upon the following aspects of the project lying in the RMO city limits during the plans review stage of the project: landscaping (including perimeter fencing (i.e., a wooden six (6) foot tall solid stockade fence) along the Shirin property line only between the commercial-residential boundary within RMO limits (hereinafter “perimeter fencing”), dumpster enclosure design, and building façade design and materials. The review and comment opportunity for RMO is in the nature of an administrative review and shall not include any public hearing process or advertising or public comment. Shirin to provide RMO preliminary drawings of the project. In the event there are any discrepancies between KCMO and RMO regulations regarding the plans for the landscaping, perimeter fencing, dumpster enclosure design, and building façade design and materials in RMO city limits, RMO’s codes, regulations and design standards shall control. RMO comments shall be limited to the landscaping,

perimeter fencing, dumpster enclosure and building façade design and materials lying in the city limits of RMO. RMO shall not comment on any portion of the project lying in the KCMO city limits. RMO to complete its review of the landscaping, dumpster enclosure, perimeter fencing, and building façade design and materials in the RMO city limits on the preliminary drawings within fifteen (15) work days of the date the preliminary drawings are delivered to the RMO planning department (Attn: Chris Gilbert). RMO to provide a written list of the discrepancies on these items in the RMO city limits, if any, to Shirin within said fifteen (15) work days review period with the ability of Shirin to resubmit with the fifteen (15) work days review to begin again upon resubmittal. If no written list of discrepancies is provided to Shirin within the fifteen (15) work days review period, the preliminary drawings re: the landscaping (including boundary screening from neighborhood), dumpster enclosure, perimeter fencing, and building façade design and materials in the RMO city limits shall be deemed approved by RMO. In the event the plans for landscaping, dumpster enclosure, perimeter fencing, and building façade and design lying in the RMO city limits meet RMO codes, regulations, and design standards, or if the same are deemed approved, RMO shall provide written confirmation to Shirin and KCMO of its approval of those items no later than five (5) work days after the expiration of the fifteen (15) work days review period. Said written confirmation of approval shall be placed on the face of the preliminary plans in a stamped approval statement.

RMO staff shall also have the right to participate in the final inspection of the aspects of the project lying in the RMO city limits: landscaping, dumpster enclosure, perimeter fencing, and building façade and materials to determine if the same are in substantial conformance with what it preliminarily approved. So long as the landscaping, dumpster enclosure, perimeter fencing, and building façade and materials lying in the RMO city limits are in substantial conformance with the approved preliminary plans for the same RMO shall have no ability to delay, oppose, deny or otherwise “hold up” the final inspection and approval of the project by KCMO. If the portion of the project within the city limits of RMO is not in substantial conformance with the approved preliminary plans, then KCMO shall only issue a temporary occupancy permit to Shirin. A final occupancy permit shall not be issued to Shirin until RMO confirms that the landscaping, dumpster enclosure, perimeter fencing, and building façade and materials for that portion within the city limits of RMO conforms to the preliminary plans, provided, however, if the portion of the project within the city limits of RMO is in substantial conformance with the approved preliminary plans for the work in RMO city limits, RMO shall provide said confirmation within five (5) days of being requested to do so by either KCMO or Shirin so as not to unreasonably hold up or delay the issuance of the final occupancy permit by KCMO. Notwithstanding anything to the contrary herein, or elsewhere, Shirin shall have no obligation to submit construction documents to both RMO and KCMO and have competing reviews of the construction documents. Construction drawings to be submitted only to KCMO. All permitting to be handled by KCMO.

- a. Site plan approval, as described above in paragraph 2, for that portion of the project located in RMO shall not be required by RMO other than the specifically listed items including landscaping (including boundary screening from neighborhood), dumpster enclosure, perimeter fencing, and building façade matters.

- b. RMO will have jurisdiction and final decision-making authority over any off-site improvements in Raytown, Missouri necessary for the provision of utility service provided through Raytown, Missouri, and the acquisition of any easements in Raytown, Missouri for the same. Any utilities that are provided by RMO shall be built pursuant to RMO's codes, regulations, and design standards. Further, Shirin will be required to obtain all necessary building permits from RMO for such improvements.
 - c. Shirin will provide RMO a final set of sanitary sewer plans showing the connection from the subject property to the City's sewer main. The final sanitary sewer plans shall include as-built drawings, if as-built drawings are not already included with the final sanitary sewer plans. Shirin shall provide RMO a copy of all final and approved plans for the entire project located in both KCMO and RMO in digital format (includes all civil, structural, architectural and mechanical, electrical and plumbing (MEP) plans.
 - d. RMO's sewer rates are based on water usage. Since the subject property will be served water services by KCMO and sewer service by RMO, RMO requires Shirin to enter into an Agreement for Sanitary Sewer Service, which is attached hereto as **Exhibit A** and incorporated herein. KCMO to provide monthly water meter reads to RMO for the subject property.
3. Shirin will:
- a. Keep both KCMO and RMO informed of plan changes that affect their responsibilities under this Agreement.
 - b. Provide details on the underground storage tanks to RMO.
 - c. Coordinate with RMO for (1) the provision of sewer service to the subject property and project by RMO and submit plans to RMO for the provision of sewer service provided through RMO and (2) the acquisition of any easements in Raytown, Missouri for the same.
 - d. Shirin agrees that a majority of its sales will come from the sale of gasoline and convenience goods.
4. This Agreement will be in force until KCMO conducts final inspections and issues a Certificate of Occupancy.

City of Raytown, Missouri

By: _____
Print Name: _____
Title: _____
Date: _____

City of Kansas City, Missouri

By: _____
Print Name: _____
Title: _____
Date: _____

Approved as to form:

Assistant City Attorney

Shirin Investments, LLC

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

AGREEMENT FOR SANITARY SEWER SERVICE

This agreement for sanitary sewer service (“**Agreement**”), made and entered into this ____ day of _____, 202__, by and between **THE CITY OF RAYTOWN, MISSOURI**, a city of the fourth class of the State of Missouri, hereinafter referred to as (“**City**”) and **SHIRIN INVESTMENTS, LLC**, a Missouri limited liability corporation, and any future owners of the Property, hereinafter referred to as (“**Customer**”),

The parties agree as follows:

1. Customer owns property commonly known as 8619 Blue Ridge Blvd, Kansas City, Missouri, which is legally described in **Exhibit A** (“**Property**”).
2. The Property is located and straddles the cities of Kansas City, Missouri and Raytown, Missouri.
3. The Property is currently being served water services by the City of Kansas City, Missouri. Customer intends to demolish the existing building on the Property and build a new freestanding canopy with (4) fuel islands and build a new 3,800 s.f. convenience store. It will be cost prohibitive for Customer to connect to the City of Kansas City, Missouri’s sanitary sewer system because the nearest sanitary sewer connection is a considerable distance from the Property. However, the City has a sanitary sewer main near the Property that has capacity and can serve the Property.
4. The Customer agrees to the following:
 - a. Customer shall continue receiving water service from the City of Kansas City, Missouri. The City of Kansas City, Missouri shall provide monthly water meter reads to the City of Raytown. The City’s sewer rates are based on water usage. The City’s sewer rates are subject to change. Customer shall use its best efforts to obtain Kansas City’s agreement to provide monthly water meter reads to City, and City shall cooperate with Customer in Customer’s efforts to obtain Kansas City’s agreement to provide monthly water meter reads to City, however, in the event the Kansas City, for any reason, shall refuse to provide monthly water meter reads to City, then Customer shall be relieved of obtaining said agreement from Kansas City and instead it shall be the duty of the Customer to provide, monthly, to City a true and correct copy of its water bill from Kansas City for the Property which water bill shows the amount of water usage at the Property on which the City can base its rates.
 - b. Customer shall engage, at Customer’s sole expense, a qualified and licensed plumber to confirm whether the Property is connected to the City’s sewer system and the condition of the sewer line. If an adequate sewer line is connected to the City’s sewer main, then Customer shall provide documentation from the plumber showing where the line is located on the Property, where it connects to RMO’s sewer main and pictures of the line to show the condition. If the licensed plumber

determines that the existing line is not adequate to service the new convenience store building, then Customer, at Customer's sole expense, shall replace the line in accordance with City codes, regulations, and design standards and as otherwise provided by law.

If the licensed plumber confirms that the Property is not connected to the City's sewer system, then Customer, at Customer's sole expense, shall arrange for and pay to extend a sanitary sewer line from the Property to the City's sewer main pursuant to the City's codes, regulations, and design standards and as otherwise provided by law. Further, all work shall be done only by a duly qualified and licensed plumber.

- c. For the purposes of establishing a Raytown Sewer account, the Customer shall remit, within fifteen (15) days of receipt, copies of the following documents to the Raytown Sewer Department:
 - i. The approved Raytown plumbing inspection for improvements constructed in the rear of the Property at 8619 Blue Ridge Blvd, Kansas City, MO 64138 for the sewer connection running from the Kansas City, Missouri and Raytown, Missouri city limit line to the Raytown sewer main (or confirmation that the existing sewer line is adequate to service the Property with all improvements);
 - ii. Any easements needed to extend the sanitary sewer line from the Property to the Raytown sewer main;
 - iii. Evidence that this Agreement is recorded with the Jackson County Recorder of Deeds office pursuant to Section 4 (i) below.

The City's charges for sewer service will begin the date the attachment is made to the City's sewer main or the date that the City receives confirmation that an adequate sewer line exists on the Property, whichever occurs first.

- d. Customer shall obtain all necessary permits and easements for the sewer connection and pay all fees required to connect to the City's sewer system. If any adjoining owner fails or refuses to grant to Customer an easement across their property to extend the sanitary sewer line from the Property to the City's sewer main, City shall, at Shirin's expense, assist Customer in obtaining the easement. If Customer is unable to obtain an easement to extend a sanitary sewer line from the Property to the City's sewer main pursuant to the City's codes, regulations, and design standards and as otherwise provided by law, then Customer, at Customer's sole discretion, may terminate this Agreement. If the Agreement is terminated, City shall notify Kansas City of the termination of sewer service and Customer shall work with Kansas City on alternative sewer service to be provided to the Property by Kansas City.
- e. Within five (5) days after the Property is connected to the City's sewer system, Customer shall notify the Kansas City Water Department that Property is

connected to the Raytown sewer system and that Kansas City Water Department shall begin providing the City with water reads for the Property.

- f. Once connected to the City's sewer system, Customer and any subsequent customer shall become a sewer customer of the City and shall pay all sewer fees and charges established by the City including applicable connection fees. Only one sewer connection shall be allowed from the Property to the City's sewer main.
- g. Customer shall, at the time the Raytown Sewer Account is established, pay the City a minimum deposit of \$300.00. City will refund the deposit once the account is closed, provided there is no outstanding sewer payment(s).
- h. For purposes of this sewer account the Customer is:
Shirin Investments, LLC
4305 NE Antioch Road
Kansas City, Missouri 64117
Attn: Sameer Vishnani
Phone: 510-682-5802
Email: samvish@yahoo.com
- i. Customer agrees that the benefits and burdens of this Agreement are intended to attach to and run with the Property and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement. Further, when Customer obtains all necessary permits and easements for the sewer connection and pays all fees required to connect to the City's sewer system, Customer, at Customer's expense, shall record a copy of this Agreement with the Jackson County Recorder of Deed's office and provide the City with a copy of the recording information.
- j. If Customer sells the Property, Customer shall notify the City Sewer Department at least 30 days prior to the sale of the Property so that the City can work with the City of Kansas City Water Department on water meter reads and final sewer billing. Also, during the 30-day period prior to the sale of the property, Customer shall provide the City Sewer Department with contact information for the new Property owner. Customer shall be responsible for payment of its final sewer bill.
- k. If Customer fails to comply with any of the provisions in this Agreement, City shall provide written notice of the same to Customer, and the specific action required to come back into compliance and Customer, shall have thirty (30) days from the date that the notice is deemed given to come back into compliance, provided, however, that if the nature of the non-compliance is such that it cannot be reasonably cured within such 30 day period, then Customer, shall not be deemed to be in default if Customer, commences and diligently continues to pursue the cure to completion. If the default is caused by Customer's lack of sewer payment, then Customer will not be considered in default of this agreement if

Customer and City Sewer Department agree to a payment plan which would include an initial payment of at least 50% of the outstanding amount due. City may terminate sewer service to Customer's property and disconnect the sewer line from the City's sanitary sewer system, file a lien on the property for delinquent sewer payments, or proceed with other such legal remedies as allowed by law if Customer, does not come back into compliance during the cure period.

1. Customer is responsible for paying all reasonable legal fees in connection with the drafting of this Agreement and any agreement with the City of Kansas City, Missouri up to a maximum of Seven Hundred Fifty Dollars (\$750.00). The City will send Customer an invoice of the legal fees which will be a separate invoice from the monthly sanitary sewer service fees.
5. The City agrees to the following:
 - a. City shall allow Customer to connect a sanitary sewer line serving Customer's property to the City's sanitary sewer system subject to meeting all the requirements set forth in Section 4 above.
 - b. City agrees to collect and treat sanitary sewer from the Property in accordance with the City's rules, regulations, ordinances and laws.
 - c. City agrees to invoice the Customer monthly for providing sanitary sewer services pursuant to the City's current rates which may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed on the date and year first above written.

CITY OF RAYTOWN, MISSOURI,

By: _____
Michael Graham, Finance Director

ATTESTED:

Teresa Henry, City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On the ____ day of _____, 202_, before me, the undersigned Notary Public in and for the county and state aforesaid, personally appeared Michael Graham and Teresa Henry, to me personally known, who being by me duly sworn did say that they are the Finance Director and City Clerk, respectively, of the City of Raytown, Missouri, a fourth class city and political subdivision existing under and by virtue of the laws of the State of Missouri, and that the seal affixed to this Agreement is the seal of said City and that said Agreement was signed and sealed on behalf of the said City.

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

My Commission Expires:

Notary Public

Printed Name

SHIRIN INVESTMENTS, LLC

By: _____
Sameer Vishnani, Member

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On the ____ day of _____, 202_, before me, the undersigned Notary Public in and for the county and state aforesaid, personally appeared Sameer Vishnani, to me personally known, who being by me duly sworn did say that he is a managing member of Shirin Investments, LLC, a Missouri limited liability corporation, and that the seal affixed to this Agreement is the seal of said corporation and that said Agreement was signed and sealed on behalf of Shirin Investments, LLC.

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

My Commission Expires:

Notary Public

(Printed Name)

EXHIBIT A

The Property:

Address: 8619 Blue Ridge Blvd, Kansas City, MO 64138

Jackson County Parcel No: 50-320-09-15-01-0-00-000

50-320-09-33-01-0-00-000

50-320-09-44-00-0-00-000

Legal Description:

50-320-09-15-01-0-00-000

SEC-19 TWP-48 RNG-32; PT OF SW 1/4 NW 1/4 DAF: BEG AT TH INTERSEC OF THE LI OF SD 1/4 1/4 AND SELY ROW LI OF BLUE RIDGE BLV EXT TH SWLY ALG SD ROW LI 154.56' TO TRU POB TH S 46 DEG 28 MIN 00 SEC W 35.72' TH ALG A CURV TO; LF WI A RAD OF 1095.92' AND DIST 114.28' TH S 44 DEG 52 MIN 57 SEC E 128.62' TH N 89 DEG 36 MIN 00 SEC E 2' MOL TO KC-RAYTOWN CORP LIMIT LI TH NE ALG SD CORP LIMIT LI 140' MOL TH N 44 DEG 52 MIN 57 SEC; W 130' MOL TO TRU POB; (ALSO KNOWN AS PT TRACT 1 ON CERT SUR T-13 PG-37)

50-320-09-33-01-0-00-000

SEC-19 TWP-48 RNG-32; PT OF SW 1/4 NW 1/4 DAF: BEG AT TH INTERSEC OF THE LI OF SD 1/4 1/4 AND SELY ROW LI OF BLUE RIDGE BLV EXT TH SWLY ALG SD ROW LI 154.56' TH SE 150' TO TRU POB TH S 43 DEG 44 MIN 09 SEC W 127.50' TH S; 89 DEG 36 MIN 00 SEC W 29' MOL TO KC-RAYTOWN CORP LIMIT LI TH NE ALG SD CORP LIMIT LI 140' MOL TH S 44 DEG 52 MIN 57 SEC E 20' MOL TO TRU POB; (ALSO KNOWN AS PT TRACT 1 ON CERT SUR T-13 PG-37)

50-320-09-44-00-0-00-000

SEC-19 TWP-48 RNG-32; PT OF SW 1/4 NW 1/4 DAF: BEG AT SW COR LOT 20 ALTA VISTA ACRES TH S 0 DEG 09 MIN 00 SEC E 49' MOL TH S 89 DEG 36 MIN 00 SEC W 95.15' TH N 43 DEG 44 MIN 09 SEC E 127.50' TH S 44 DEG 52 MIN 57 SEC E; 9.61' TH S 0 DEG 09 MIN 00 SEC E 35' MOL TO POB; (ALSO KNOWN AS TRACT 2 ON CERT SUR T-13 PG-37)

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 07/06/2023

MEETING DATE: July 11, 2023

SUBMITTED BY:

DEPARTMENT: Community Development

Document Type: Ordinance

SUBJECT/REQUEST

Board of Aldermen consideration and approval of an application filed by Eduardo Ruiz of Ruiz and Sons Properties, Inc., seeking approval of a Conditional Use Permit (CUP) to operate a car wash located at 5318 Raytown Road in an NC, Neighborhood Commercial District. This property had previously operated as a car wash under a CUP issued in 2003 to Stadium Car Wash. The property ceased being operated as a car wash in 2018.

BACKGROUND/JUSTIFICATION

Following the closure of the business in 2018 under the name of Blue Top Car Wash, the property was vacant until purchased by Clint Barr, who used the property for uses that were not permitted, including storage inside the bays and auto repair, resulting in enforcement action being taken by the City. Mr. Ruiz purchased the property and repaired all the damage done to the site since 2018 and applied for a Conditional Use Permit (CUP) to reopen the location as a car wash. Per the city's land use table, a "Car Wash" use can only be conditionally approved in this zoning district and since the use of the property ceased being a car wash for the last 5 years, a new CUP is required.
--

RECOMMENDED MOTION

Staff recommends approval as submitted. The Planning & Zoning Commission voted (6-0) on June 1, 2023, to recommend approval of the application with all conditions as contained in the staff report and the attached Ordinance. The applicant was present as the Conditions of Approval were individually explained.
--

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	

Amount Budgeted:	
Funding Source/Account #:	

REVIEWED BY

Jennifer Baird Damon Hodges Teresa Henry
--

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Ord Car Wash CUP 5318 Raytown Road
2.	Ord Car Wash CUP 5318 Raytown Road - Staff Report PC 2023-04
3.	Ord Car Wash CUP 5318 Raytown Road - June 1 2023 Draft PC Minutes

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

AN ORDINANCE APPROVING ISSUANCE OF A CONDITIONAL USE PERMIT TO EDUARDO RUIZ AND RUIZ AND SONS PROPERTIES, INC., TO OPERATE A CAR WASH AT 5318 RAYTOWN ROAD IN AN NC, NEIGHBORHOOD COMMERCIAL, DISTRICT WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI

WHEREAS, Application PZ-2023-04, was duly submitted on or about April 14, 2023, by Eduardo Ruiz of Ruiz and Sons Properties, Inc., requesting approval of a Conditional Use Permit to operate a Car Wash Use on property located at 5318 Raytown Road within an NC, Neighborhood Commercial District in the City of Raytown, Jackson County, Missouri (the "Application"); and

WHEREAS, the Application was considered by the Planning & Zoning Commission on June 1, 2023, and by a vote of 6 in favor, 0 against, rendered a report to the Board of Aldermen recommending that the Application be approved; and

WHEREAS, after opening the public hearing, considering all testimony and the record, and then closing the public hearing, the Board of Aldermen finds and declares that the provisions hereinafter contained and enacted are in pursuit of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raytown and rendered a decision to approve the Application.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF CONDITIONAL USE PERMIT. That the Application for approval of a Conditional Use Permit to operate a Car Wash on property located at 5318 Raytown Road within an NC, Neighborhood Commercial District in the City of Raytown, Jackson County, Missouri is hereby approved and issued to Eduardo Ruiz and Ruiz and Sons Properties, Inc.

SECTION 2 – CONDITIONS OF APPROVAL. That the Application for approval of a Conditional Use Permit to operate a Car Wash on property located at 5318 Raytown Road within an NC, Neighborhood Commercial District in the City of Raytown, Jackson County, Missouri, be approved and issued to Eduardo Ruiz and Ruiz and Sons Properties, Inc., subject to the following conditions as contained in the staff report and as approved by the Planning & Zoning Commission:

The following conditions are required to be met on an ongoing basis:

1. Parking and entrance drives shall be maintained in good condition at all times.
2. Ensure the entire building exterior is maintained in good condition at all times, including paint, bay doors, vacuum stands, and facade. This includes perimeter fencing and trash enclosure maintenance and repair.
3. Ensure the site is maintained in good condition at all times including trimming of weeds and grass. All junk, trash, and debris that collects on the site to be removed immediately and not permitted to remain.
4. Any additional site lighting installed for security purposes shall be fully shielded and not cast light onto neighboring properties.

5. All signage shall be issued under separate permit process and shall meet Municipal Code requirements.
6. Any trash dumpster placed on site needs to be within a fully screened enclosure unless stored indoors except on trash pickup day. Such enclosure shall have a proper solid metal gate that can be accessed by the trash truck and also screen the container from view at all times.

General Conditions of Approval:

7. The Conditional Use Permit shall be issued only to the applicant and is not transferable. Any new business acquiring the operation from the applicant shall apply for and obtain its own Conditional Use Permit.
8. The property should not be occupied and used until the Commercial Use Permit and/or a Business License to operate are issued.
9. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of July, 2023.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney



PZ 2023-04

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: June 1, 2023

Re: Application for Conditional Use Permit for Car Wash

CONDITIONAL USE PERMIT APPLICATION SUMMARY

Applicant: Eduardo Ruiz of Kansas City, Missouri

Property Owner: Eduardo Ruiz, Ruiz and Sons Properties, Inc.

Property Location: 5318 Raytown Road

Request: Conditional Use Permit approval for Car Wash

Zoning: NC, Neighborhood Commercial District

The applicant is requesting Conditional Use Permit (CUP) approval to reopen a car wash in an NC, Neighborhood Commercial zoning district that was used as such twice previously as Stadium Car Wash, which acquired a CUP in 2003 to operate the facility (copy attached), and succeeded by Blue Top Car Wash, which closed in 2018. The immediate previous owner to Mr. Ruiz, Clint Barr, had reutilized the former car wash bays and hidden from view west side of the building to put various warehousing and auto repair entities in that were not permitted uses, resulting in enforcement action being taken. Mr. Ruiz has restored the integrity of the car wash and its related systems and just needs this CUP to move forward with business licensing to reopen and re-sign the property. Per the city's land use table, a car wash can only be conditionally approved in this zoning district and the previous use as a car wash under Blue Top Car Wash, LLC, ceased more than 6 months prior and was converted to a completely different use than was approved by the CUP in 2003, so any legal non-conforming rights have long expired.

BACKGROUND

Property's Zoning Classification	Neighborhood Commercial (NC)
Surrounding Properties' Zoning	Neighborhood Commercial (NC) All Sides
Surrounding Overlay	None
Surrounding Land Use	Retail, Office, Vacant Land, Former Super Splash, Industrial Non-Conforming Uses
Designated Future Land Use	Public, Semi-Public
Ward	Ward 3
Approximate Land Area	1.09 Acres
Roadway Classification	Arterial and Local



Figure 2 – Surrounding Zoning and Location Map

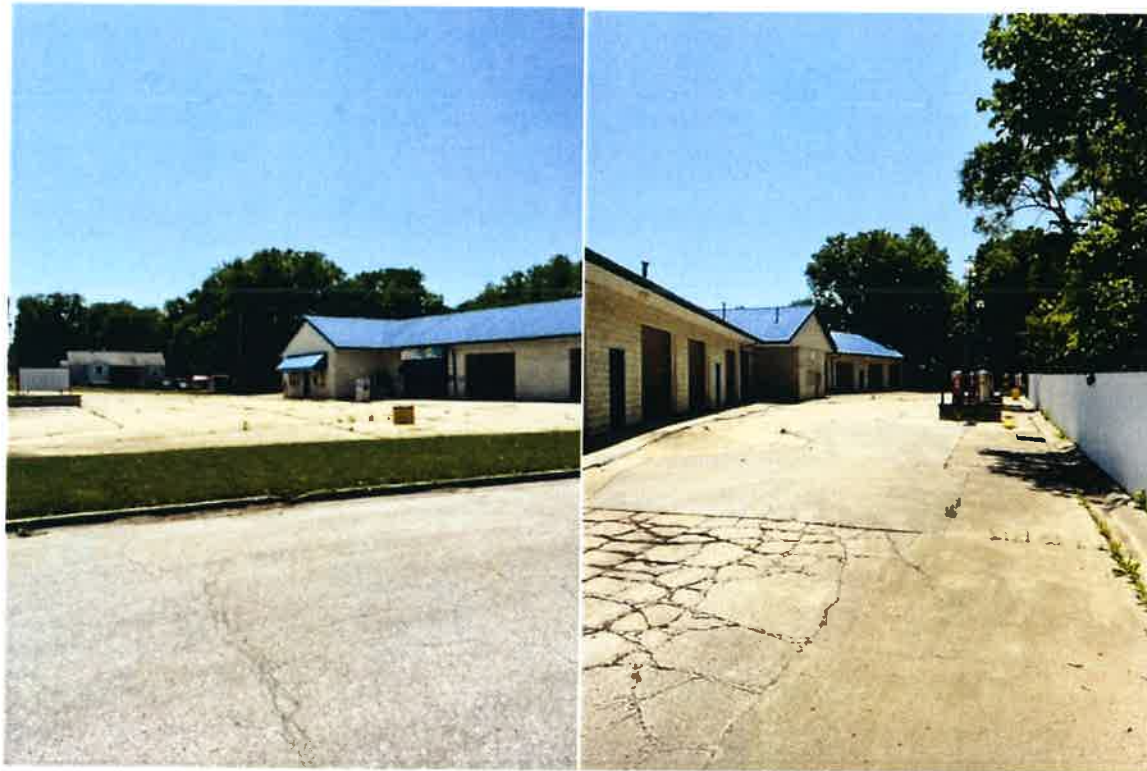


Figure 1 – Site Photos Showing Front and Rear Facades of the Car Wash



Staff Report

Community Development
Planning and Development Services

SITE DESCRIPTION AND PRESENT USE

The 1.09-acre site is presently vacant, but the new owner has spent a lot of resources returning the car wash to its former condition, repairing all the damage to the property and replacing missing equipment that was caused by the previous owner and its tenants that were treating the bays similar to commercial warehouse and auto repair bay space without business licenses or permits to be there.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The subject property is surrounded by industrial, office, commercial, retail, and institutional uses, including the former Super Splash water park.

HISTORY

The subject property was a car wash in the 1990s, sat vacant for about 7 years until 2003 when the CUP for Stadium Car Wash was approved, including significant site remodeling and upgrades to the building. Following Stadium Car Wash was Blue Top Car Wash which closed in 2018, and the property has not had a legal licensed use in it since then.

PUBLIC COMMENTS

The public notice was published in *The Daily Record* on May 12, 2023. Public notice letters were sent to property owners within 185 feet of the property by the applicant. The Neighborhood Information Meeting was held on May 18, 2023, and no persons showed up for the meeting. To date, the Community Development Department has received no calls or written emails or letters regarding this application.

ANALYSIS

Evaluating an application for a conditional use permit requires consideration to be given by the City to the health, safety, morals, comfort and general welfare of the inhabitants of the City, including but not limited to, the following factors (the 2003 CUP had to meet the same criteria):

1. Stability and integrity of the various zoning districts

The proposed use is in a commercial area, so fits right in with the surrounding uses.

2. Conservation of property values

Property values typically rise when vacant buildings are fixed up and reoccupied.

3. Protection against fire and casualties

Staff has no concerns regarding fire and/or casualties on this project. The existing building is a modern building remodeled in 2003.

4. Observation of general police regulations

The proposed new vehicle sales business is not anticipated to violate any general police regulations.



5. Prevention of traffic congestion

The proposed new business will not increase traffic congestion above what has existed on the property throughout its entire life as a car wash.

6. Promotion of traffic safety and the orderly parking of motor vehicles

The proposed new business will not substantially increase traffic safety risk over what is already present or what has historically been generated by this car wash. Overall numbers at this location will be way lower now than in the past due to the permanent closure of the Super Splash water park by the City.

7. Promotion of the safety of individuals and property

The proposed new business will not affect the safety of individuals or property. The structure is in reasonable condition and no building modifications are required outside of any minor improvements required when the commercial use permit inspection is performed.

8. Provision for adequate light and air

The proposed new business will not significantly affect the air quality of the area above what is normal for a car wash, and should have minor additional impacts on neighboring properties, and should be comparable to previous operations at the site as a car wash.

9. Prevention of overcrowding and excessive intensity of land uses

The proposed new business will be consistent with the previous car wash intensity of use on the property and has sufficient parking to adequately address customer load.

10. Provision for public utilities and schools

The proposed new business will not affect any public utilities or schools but will generate some additional revenue. The existing structure is already connected to utility services.

11. Invasion by inappropriate uses

This particular use is a commercial use located in a commercial zoned area adjacent to an arterial roadway and surrounded by other more and less intense commercial/industrial uses.

12. Value, type and character of existing or authorized improvements and land uses

The property on which the proposed business would be located is developed. Staff has provided recommended conditions of approval to ensure compliance with existing code standards.

13. Encouragement of improvements and land uses in keeping with overall planning

Staff has no concerns regarding the proposed business adhering to overall planning principles if the recommended conditions of approval are adopted and followed by the applicant. This reuse of the property is wholly consistent with existing zoning and previous use of the property as a car wash.

14. Provision for orderly and proper renewal, development and growth

The proposed vehicle sales business should not affect the orderly and proper renewal, development or growth of the city. To the contrary, this use will permit the property to continue operating and generating revenue in a manner consistent with previous car wash uses on the Property and cease being a blight indicator as a vacant structure.

RECOMMENDATION

Staff recommends approval of Case No. PZ 2023-04 – Conditional Use Permit for a Car Wash use filed by Eduardo Ruiz, to be located at 5318 Raytown Road with the following recommended conditions of approval:

The following conditions are required to be met on an ongoing basis:

1. Parking and entrance drives shall be maintained in good condition at all times.
2. Ensure the entire building exterior is maintained in good condition at all times, including paint, bay doors, vacuum stands, and facade. This includes perimeter fencing and trash enclosure maintenance and repair.
3. Ensure the site is maintained in good condition at all times including trimming of weeds and grass. All junk, trash, and debris that collects on the site to be removed immediately and not permitted to remain.
4. Any additional site lighting installed for security purposes shall be fully shielded and not cast light onto neighboring properties.
5. All signage shall be issued under separate permit process and shall meet Municipal Code requirements.
6. Any trash dumpster placed on site needs to be within a fully screened enclosure unless stored indoors except on trash pickup day. Such enclosure shall have a proper solid metal gate that can be accessed by the trash truck and also screen the container from view at all times.

General Conditions of Approval:

7. The Conditional Use Permit shall be issued only to the applicant and is not transferable. Any new business acquiring the ~~vehicle sales~~ ^{Car Wash} operation from the applicant shall apply for and obtain its own Conditional Use Permit.
8. The property should not be occupied and used until the Commercial Use Permit and/or a Business License to operate are issued. This does not apply to currently licensed vehicle repair businesses operating on the property.
9. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.

FILE COPY

BILL NO. 5685-03

ORDINANCE NO. 4849-03

SECTION NO. X III

1 AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO OPERATE A CAR
2 WASH IN THE NC (NEIGHBORHOOD COMMERCIAL) DISTRICT ON LAND
3 LOCATED AT 5318 RAYTOWN ROAD, FOR AN UNLIMITED TERM OF YEARS, ALL
4 IN ACCORDANCE WITH SECTION 20 OF THE COMPREHENSIVE ZONING
5 REGULATIONS FOR THE CITY OF RAYTOWN, MISSOURI.

6
7 WHEREAS, Conditional Use Permit Application # PZ-2003-003 CUP, submitted by
8 William V. Padgett, on behalf of Calvin Porter, owner, requesting a conditional use permit to operate
9 a carwash in District NC (Neighborhood Commercial) on land located at 5318 Raytown Road, was
10 referred to the Planning Commission to hold a public hearing; and

11
12 WHEREAS, after due public notice in the manner prescribed by law, the Planning
13 Commission held a public hearing for the request on January 9, 2003, and rendered a report to the
14 Board of Aldermen containing findings of fact and a recommendation that the conditional use permit
15 be approved; and,

16
17 WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen
18 held a public hearing on January 21, 2003, and rendered a decision to grant said conditional use
19 permit.

20
21 Now therefore, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF
22 RAYTOWN, MISSOURI, as follows:

23
24 Section 1. That the application pursuant to Section 20 of the Comprehensive Zoning
25 Regulations to allow a convenience car wash in District NC (Neighborhood Commercial) is hereby
26 granted for an unlimited term of years, with respect to the following described property:

27
28 That part of the southwest one-quarter of the northeast one-quarter of Section 32, Township
29 49, Range 32, in Raytown, Jackson County, Missouri, described as follows to wit: Commencing at a
30 point in the centerline of Raytown Road, 62.95 feet south (measured along said centerline) of the
31 north line of the southwest one-quarter of the northeast one-quarter of Section 32, Township 49,
32 Range 32 and which point is the northeasterly corner of a tract described in Book 1227 at page 553;
33 thence deflecting to the right 90 degrees and running along the northerly line of said tract, a distance
34 of 55 feet; thence deflecting to the left 44 degrees 13 minutes 33 seconds and running along the
35 northwesterly line of said tract and along the northwesterly line of a tract described in Book 1286 at
36 page 683, a distance of 279.42 feet to the most westerly point of a public road described in Book
37 1286 at page 683, which point is the true point of beginning, thence southwesterly along a line
38 parallel with the centerline of Raytown Road to a point of intersection with the southerly line of a
39 tract described in Book 1217 at page 451; thence north 67 degrees 54 minutes east to the westerly
40 right-of-way of Raytown Road; thence northwesterly along said right-of-way to a point of
41 intersection with the southerly line of public road described in Book 1286 at page 683; thence
42 westerly following said southerly line of said public road to the true point of beginning.

43
44 Section 2. That the following conditions of approval apply:

BILL NO. 5685-03

ORDINANCE NO. 4849-03

SECTION NO. XIII

- 1 a. Approval of a Flood Plain Development Permit and a No-Rise Certificate by the
2 City's Flood Plain Administrator;
3
4 b. All wash bays shall discharge into the City sewer system;
5
6 c. Efforts to further investigate and remediate petroleum-contaminated soil and
7 groundwater on the property are required in accordance with the Missouri
8 Department of Natural Resources (MDNR);
9
10 d. Access shall be provided on the property for the purpose of conducting any
11 investigation of cleanup activities required by the MDNR;
12
13 e. Redevelopment of the property shall be in accordance with the site plan titled,
14 "Topographic Survey" by Boundary and Construction Surveying, Inc., as attached to
15 the staff report to the Planning Commission, dated January 9, 2003;
16
17 f. Compliance with applicable City of Raytown codes and ordinances is required; and
18
19 g. Location of the trash enclosure is subject to approval of a variance by the Board of
20 Zoning Adjustments.
21
22 h. At least the center section of the exterior of the existing building, beginning at the
23 point on each side of where the interior wash bay wall starts, shall be finished with
24 split face concrete block measuring 8"x8"x16" in either grey or buff (an earth-tone
25 that is a grey-tan mix); at least the exterior entrances and exits of the wash bays will
26 be finished with concrete block measuring 4"x8"x16", laid vertically on the door
27 edges to replace existing woodwork; and the roof shall be gabled or peaked and shall
28 not be flat.
29

30 Section 3. That failure to comply with all of the provisions contained in this ordinance shall
31 constitute violations of both this ordinance and the City's Comprehensive Zoning Regulations.
32

33 Section 4. That all ordinances or parts of ordinances in conflict with this ordinance are
34 hereby repealed.
35

36 Section 5. That this ordinance shall be in full force and effect from and after the date of its
37 passage and approval.
38

39 BE IT REMEMBERED that the above was read two times, and upon final vote taken the
40 4 day of February, 2003, was approved by the Board of Aldermen of the City of
41 Raytown, Jackson County, Missouri upon the following vote:
42

Aldermen	Aye	Nay	Absent/Abstain
Neal	✓		

BILL NO. 5685-03

ORDINANCE NO. 4849-03

SECTION NO. XIII

Walters	✓		
Jerry Kinman	✓		
Wiley	✓		
Jeff Kinman	✓		
Melson	✓		
Schlapia	✓		
Briggs	✓		
Knabe	✓		
Fleming	✓		
Tie Vote: Mayor Frank			

Deborah F. Grant
DEPUTY CITY CLERK

APPROVED BY THE MAYOR the 4 day of February, 2003.

Frank
MAYOR

or:

APPROVED without the Mayor's signature the _____ day of _____, 2003.

or:

APPROVED over the Mayor's veto the _____ day of _____, 2003.

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Joanne L. Graham
CITY ATTORNEY

Sponsor(s): Fleming

CITY OF RAYTOWN

Request for Board Action

Originating Department: <u>Community Development</u> Department Head Approval: _____ Date: January / 10 / 2003	Supplemental Department Report(s) ☐ Administration ☐ Finance ☐ Law ☐ Public Works ☐ Pks. & Rec ☐ Police ☐ Emerg. Services ☐ Munic Ct.
APPROVED FOR AGENDA CITY ADMINISTRATOR: _____	Agenda Section: Item Number: Title / Subject: BILL # <u>568503</u> SECTION # <u>X/11</u>

DEPARTMENTAL ANALYSIS

I. ISSUE / PROBLEM:

Mr. William V. (Vernon) Padgett is seeking approval of his conditional use permit application to operate a car wash at 5318 Raytown Road. The property to which this application applies was previously known as Stadium Car Wash.

II. REPORT:

The Zoning Ordinance requires that a site plan be submitted as part of a conditional use permit, which the applicant has done. The site plan indicates that the applicant proposes to renovate and make other alterations to the exiting building and property. The renovations and alterations include:

1. Tear down the middle portion of the building façade that previously housed the car wash office and construct a new façade.
2. Remove the existing roof on the entire building and replace with a new roof.
3. Repave and repair the parking and driveway areas that have been removed or damaged.
4. Remove and replace existing parking lot curbing along the east (Raytown Road) and north sides (53rd Street Place) of the property and install grass and shrubbery along the edges of the parking lot.
5. Remove a portion of the existing curb along 53rd Street Place near its intersection with Raytown Road and construct a new curb along this street.
6. Construct new curbing on the north end of the building and along 53rd Street Place north of the building.

7. Remove the existing vacuum islands and construct new vacuum and carpet cleaning islands.
8. Install new parking lot lighting.
9. Construct a monument sign along Raytown Road.
10. Construct a wood fence along a portion of the drive to the rear of the building.
11. Construct a new trash enclosure to the rear of the building near the northwest corner of the property.

III. FACTORS TO BE CONSIDERED

In considering any application for a conditional use permit, the Planning Commission shall give consideration to the health, safety, morals, comfort and general welfare of the inhabitants of the city, including but not limited to, the following factors.

1. The zoning and current uses of nearby property.

The property to which the conditional use permit application applies is zoned Neighborhood Commercial (NC). The zoning and existing uses on surrounding properties is as follows:

- East: Raytown Road abuts the east side of the property with office uses and a vacant tract of land located on the east side of the street. Properties to the east are zoned Neighborhood Commercial (NC).
- West: A creek abuts the west of the property with the parking lot for Super Splash located on the west side of the creek. The Super Splash property to the west is zoned Neighborhood Commercial (NC).
- South: Residential houses in which retail businesses are operated from are located to the south and zoned Neighborhood Commercial (NC).
- North: 53rd Street Place abuts the north side of the property with a convenience store (Total) and two small office buildings located on the north side of the 53rd Street Place. The properties to the north are zoned Neighborhood Commercial (NC).

2. Character of the neighborhood.

Based upon the existing uses, as described in review factor number 1 above, the neighborhood in which the subject property is located is predominately commercial in nature. Based upon the predominate nature of the existing uses in the surrounding area staff feels that the proposed car wash would be consistent with the character of the area.

3. Suitability of the current zoning and duration of vacancy.

The Neighborhood Commercial (NC) district allows car washes upon approval of conditional use permit. The subject property previously was used as a car wash but has been vacant for approximately 6 to 7-years. It appears that the proposed car

wash is suitable at this location as there are uses of similar intensity on neighboring properties and a car wash was previously operated at this location.

4. Potential effects of conditional use permit approval.

The subject property is located within a flood plain as designated by the Flood Insurance Rate Maps (FIRM). As such the property is subject to the City of Raytown Flood Plain Management Regulations, which require the applicant to submit for City approval a Flood Plain Development Permit. In addition, because the applicant will be making renovations and alterations to the property which will exceed 50-percent of the property's current value the City's Flood Plain Management Regulations require that a No-Rise Certificate must also be submitted by the applicant for city approval. The applicant has submitted a Flood Plain Development Permit and a No-Rise Certificate. The Flood Plain Development Permit and the No-Rise Certificate have been approved by the City's Flood Plain Administrator.

In addition to the need to comply with the City's Flood Plain Management Regulations, if the conditional use permit is approved, another effect of the proposed car wash will be increased traffic on Raytown Road. In reviewing this issue staff feels that the traffic impact of the proposed conditional use will not adversely effect Raytown Road as it is classified as an arterial roadway, is four-lanes in width and the subject property previously contained a car wash which did not cause any adverse traffic impacts on Raytown Road.

Because the property has been previously developed there are existing utilities available to serve the site that can adequately accommodate the proposed use. In discussions with the applicant, the northern most wash bay discharges directly into the creek located along the rear of the property while all of the other wash bays discharge in to the City sewer system. Staff has discussed the need for all of the wash bays to discharge into the city sewer system. Therefore, if the conditional use permit is approved this needs to be a condition of approval.

5. Consideration of public interest versus landowner hardship.

As previously stated the subject property formerly had a car wash on it. In addition the former car wash also sold gas. The underground fuel tanks have been removed. The Missouri Department of Natural Resources (MDNR) has reviewed their file for the subject property and has provided a letter (a copy of which is attached) stating that there is still petroleum impacted soil and groundwater on the property. The MDNR further states that they have no objection to the development of this property but that efforts to further investigate and remediate contamination on the property will be required and will need to be coordinated with any development on the property. The MDNR letter further states that cooperation in providing access on the property to conduct any investigation of cleanup activities required by the MDNR. In order to protect the public's interest if the conditional use permit is approved, conditions of approval should be that efforts to further investigate and remediate contamination on the property are required in accordance with the MDNR and that access be provided on the property for the purpose of conducting any investigation of cleanup activities required by the MDNR.

6. Consistency with the adopted comprehensive plan.

The Comprehensive Plan identifies the area in which the subject property is located as an area for commercial uses. Based upon this designation, the proposed car wash is consistent with the City's adopted Comprehensive Plan.

IV. PUBLIC COMMENTS:

At the public hearing held before the Planning Commission on January 9, 2003, members of the public had the following comments:

Robert Neds, Attorney, 7608 Raytown Road spoke on behalf of his client, Ed Atchity. Mr. Atchity owns and operates a neighborhood car wash on Woodson Road near Blue Ridge Boulevard. Mr. Neds had the following concerns:

1. The market in that area is saturated with neighborhood type car washes.
2. A traffic count, supplied by the Public Works Department, indicated that the count for 52 Street and Raytown Road is 7,200 vehicles per day, which is too low to provide adequate business for another car wash.
3. The Planning Commission had an application by Mr. Atchity for a neighborhood car wash before them several years ago and required Mr. Atchity to limit his hours of operation. Mr. Atchity wants the same restrictions placed on Mr. Padgett's car wash if the Conditional Use Permit is approved.
4. Safety concerns were also an issue. Mr. Neds indicated that the car wash would create a haven for crime if allowed to be open for 24 hours.
5. Mr. Atchity and Mr. Neds did not think that another neighborhood car wash was the highest and best use of this property.

Tracy Darby
5104 Woodson Road

Ms. Darby indicated that she would prefer to have the land used as a City Park. She thought that it would be the highest and best use of the land and that it would be very compatible with the City's "Super Splash Park" next door.

The Planning Commission considered the information provided by staff, the applicant, and the public and recommended approval of the application, subject to the conditions proposed by staff and adding two additional conditions.

V. STAFF RECOMMENDATION:

It is the recommendation of staff that the proposed conditional use permit be approved subject to the following conditions:

1. Approval of a Flood Plain Development Permit and a No-Rise Certificate by the City's Flood Plain Administrator.
2. All wash bays discharge in to the City sewer system.

3. Efforts to further investigate and remediate petroleum-contaminated soil and groundwater on the property are required in accordance with the MDNR.
4. Access be provided on the property for the purpose of conducting any investigation of cleanup activities required by the MDNR.
5. Redevelopment of the property be in accordance with the site plan attached to this staff report.

VI. PLANNING COMMISSION RECOMMENDATION

It is the recommendation of the Planning Commission that the application be approved, subject to conditions 1 through 5 of the Staff's recommendation and adding the following conditions:

6. Compliance with applicable City of Raytown codes and ordinances.
7. Location of the trash enclosure is subject to approval of a variance by the Board of Zoning Adjustments.

VII. SPONSOR(S): ALDERMAN FLEMING

TOPOGRAPHIC SURVEY

SEC. 32, TWPS. 49, RG. 32

RAYTOWN, JACKSON COUNTY, MISSOURI

GENERAL NOTES:

[illegible]

1227
BK. 553
PAGE

1285
BK. 683
PAGE

TOTAL AREA
44,944 sq. ft.
112 acres

BUILDING AREA
6,827 sq. ft.

PROPERTY ADDRESS
5400 HAYTOWN ROAD
HAYTOWN, MISSOURI

NOTE: 3" TALL 2 - 5" BLUE SPRINGS
7.5" WIDE 8 - 1" BLUE PUL. 4

SHOOTING HORN TO - RAY AND
BLUE TO WATCH BARNARD
(SHOOTING HORN TO JIM)
KOTCH SHOOTING STICK-UP AND
(HORN) DOOR OR STOPS - DELICATE
BUTTERFLY - DOOR (HORN)
BUTTERFLY - DOOR (HORN)

• DURING EYES - 1" AT PLANTING
2-5" AT MATURITY

NOTE:
 0 DRAINF ENDS - 1' AT PLANTING
 2-3' AT MATURITY

NOTES:

NOTE:
9 OTHER ENDS - 2-3" AT INSTABILITY

100 - 11

10

1

BOUNDARY & CONSTRUCTION

SURVEYING, INC.
14774 LEXINGTON DR., JENNIFER CMT. NO. 90128
PH. 414/900-4700 FAX 414/900-0027

PROJECT NO. 02-273

References

2007

WILLIAM V. PADGETT
DO E. HOWELL
MARGELINE MESSIAH

OW E. HOWELL
MARCELINE MESSIAH MARSA

RAYTOWN PLANNING & ZONING COMMISSION

MINUTES

January 9, 2003

Chairman, Dave Bower called the Planning Commission to order at 7:04 p.m.

Roll Call

Present

Mr. Bower
Mr. Fields
Mr. Ertel
Ms. Stock
Mr. Ward
Ms. Fleming
Mr. Youngs
Ms. Frank
Mr. Yeokum (Arrived at 7:20 p.m.)

Minutes

Ms. Stock made a motion to approve the Minutes of November 7, 2002

Ms. Ward seconded the motion.

All Commissioners voted in favor and the Motion carried. The Minutes of November 7, 2002 were approved and entered into the record.

Mr. Ertel motioned to amend the Agenda. He requested that item 6 (a) the Car Wash and item 6 (b) the Credit Union switch positions on the Agenda because of a time constraint for the Applicant of the Car Wash.

Ms. Stock seconded the motion

All Commissioners voted in favor of the motion. The motion carried and was entered into the record.

Ms. Frank made a motion to move the election of officers to the end of the Agenda.

Mr. Ward seconded the motion.

All Commissioners voted in favor of the motion. The motion carried and was entered into the record.

Old Business:

There was no old business.

New Business:

B.	Application:	Conditional Use Permit for Car Wash
	Case No.:	PZ-2003-003 CUP
	Applicant:	William V. Padgett

The Public Hearing was opened at this time:

The Relevant City Exhibits were entered into the record:

- a. City of Raytown Comprehensive Plan
- b. City of Raytown Zoning Ordinance as amended
- c. Application for proposed conditional use permit and accompanying materials
- d. Publication of Notice of Public Hearing.
- e. Staff Report.

Explanation of any exparte' communication from Commission members regarding the application. None noted.

Summary of Application by staff:

BACKGROUND INFORMATION:

Mr. William V. Padgett (Vernon) is seeking approval of his conditional use permit application to operate a car wash at 5318 Raytown Road. The property to which this application applies was previously known as Stadium Car Wash.

The Zoning Ordinance requires submittal of a site plan, which the applicant has done. A copy of the site plan is attached for your review: As indicated on the site plan the applicant proposes to renovate and make other alterations to the exiting building and property. The renovations and alterations include:

1. Tear down the middle portion of the building that previously housed the car wash office and construct a new façade.
2. Remove the existing roof on the entire building and replace with a new roof.
3. Repave and repair the parking and driveway areas that have been removed or damaged.
4. Remove and replace existing parking lot curbing the east (Raytown Road) and north sides (53rd Street Place) of the property and install grass and shrubbery along the edges of the parking lot.
5. Remove a portion of the existing curb along 53rd Street Place near its intersection with Raytown Road and construct a new curb along this street.
6. Construct new curbing on the north end of the building and along 53rd Street Place north of the building.
7. Remove the existing vacuum islands and construct new vacuum and carpet cleaning islands.
8. Install new parking lot lighting.
9. Construct a monument sign along Raytown Road.
10. Construct a wood fence along a portion of the drive to the rear of the building.

11. Construct a new trash enclosure to the rear of the building near the northwest corner of the property.

Factors To Be Considered

In considering any application for a conditional use permit, the Planning Commission shall give consideration to the health, safety, morals, comfort and general welfare of the inhabitants of the city, including but not limited to, the following factors.

- 1. The zoning and current uses of nearby property.**

The property to which the conditional use permit application applies is zoned Neighborhood Commercial (NC). The zoning and existing uses on surrounding properties is as follows:

East: Raytown Road abuts the east side of the property with office uses and a vacant tract of land located on the east side of the street. Properties to the east are zoned Neighborhood Commercial (NC).

West: A creek abuts the west of the property with the parking lot for Super Splash located on the west side of the creek. The Super Splash property to the west is zoned Neighborhood Commercial (NC).

South: Residential houses in which retail businesses are operated from are located to the south and zoned Neighborhood Commercial (NC).

North: 53rd Street Place abuts the north side of the property with a convenience store (Total) and two small office buildings located on the north side of the 53rd Street Place. The properties to the north are zoned Neighborhood Commercial (NC).

- 2. Character of the neighborhood.**

Based upon the existing uses, as described in review factor number 1 above, the neighborhood in which the subject property is located is predominately commercial in nature. Based upon the predominate nature of the existing uses in the surrounding area staff feels that the proposed car wash would be consistent with the character of the area.

- 3. Suitability of the current zoning and duration of vacancy.**

The Neighborhood Commercial (NC) district allows car washes upon approval of conditional use permit. The subject property previously was used as a car wash but has been vacant for approximately 6 to 7-years. It appears that the proposed car wash is suitable at this location as there are uses of similar intensity on neighboring properties and a car wash was previously operated at this location.

- 4. Potential effects of conditional use permit approval.**

The subject property is located within a flood plain as designated by the Flood Insurance Rate Maps (FIRM). As such the property is subject to the City of Raytown Flood Plain Management Regulations, which require the applicant to submit for City approval a Flood Plain Development Permit. In addition, because the applicant will be making renovations and alterations to the property which will exceed 50-percent of the property's current value the City's Flood Plain Management Regulations require that a No-Rise Certificate must also be submitted by the applicant for city approval.

The applicant has submitted a Flood Plain Development Permit and a No-Rise Certificate that are currently under review by the City's Flood Plain Administrator in the public Works Department. At the time that this staff report is being written, these applications had not been approved. Therefore, if the conditional use permit is approved, a condition of approval will need to be approval of the Flood Plain Development Permit and a No-Rise Certificate, as redevelopment cannot occur on this property unless the City's Flood Plain Administrator has granted approval.

In addition to the need to comply with the City's Flood Plain Management Regulations, if the conditional use permit is approved, another effect of the proposed car wash will be increased traffic on Raytown Road. In reviewing this issue staff feels that the traffic impact of the proposed conditional use will not adversely effect Raytown Road as it is classified as an arterial roadway, is four-lanes in width and the subject property previously contained a car wash which did not cause any adverse traffic impacts on Raytown Road.

Because the property has been previously developed there are existing utilities available to serve the site that can adequately accommodate the proposed use. In discussions with the applicant, the northern most wash bay discharges directly into the creek located along the rear of the property while all of the other wash bays discharge in to the City sewer system. Staff has discussed the need for all of the wash bays to discharge into the city sewer system. Therefore, if the conditional use permit is approved this needs to be a condition of approval.

5. Consideration of public interest versus landowner hardship.

As previously stated the subject property formerly had a car wash on it. In addition the former car wash also sold gas. The underground fuel tanks have been removed. The Missouri Department of Natural Resources (MDNR) has reviewed their file for the subject property and has provided a letter (a copy of which is attached) stating that there is still petroleum impacted soil and groundwater on the property. The MDNR further states that they have no objection to the development of this property but that efforts to further investigate and remediate contamination on the property will be required and will need to be coordinated with any development on the property. The MDNR letter further states that cooperation in providing access on the property to conduct any investigation of cleanup activities required by the MDNR. In order to protect the public's interest if the conditional use permit is approved, conditions of approval should be that efforts to further investigate and remediate contamination on the property are required in accordance with the MDNR and that access be provided on the property for the purpose of conducting any investigation of cleanup activities required by the MDNR.

6. Consistency with the adopted comprehensive plan.

The Comprehensive Plan identifies the area in which the subject property is located as an area for commercial uses. Based upon this designation, the proposed car wash is consistent with the City's adopted Comprehensive Plan.

STAFF RECOMMENDATION:

It is the recommendation of staff that the proposed conditional use permit be approved subject to the following conditions:

1. Approval of a Flood Plain Development Permit and a No-Rise Certificate by the City's Flood Plain Administrator.
2. All wash bays discharge in to the City sewer system.
3. Efforts to further investigate and remediate petroleum-contaminated soil and groundwater on the property are required in accordance with the MDNR.
4. Access is provided on the property for the purpose of conducting any investigation of cleanup activities required by the MDNR.
5. Redevelopment of the property is in accordance with the site plan attached to this staff report.
6. Compliance with applicable City of Raytown codes and ordinances.

At this time the court reporter administered the Oath of Truthfulness to all in the audience that wished to speak at any of the public hearings on the Agenda for January 9th.

Presentation by the Applicant:

William V. (Vern) Padgett
700 East Howell Avenue
Marceline, MO 64658

- *Mr. Padgett was present and displayed two photos of the car wash at 5318 Raytown Road.*
- *These two photos were entered into the record as exhibit (f).*
- *Mr. Padgett also presented a display board depicting two versions of roof design.*
- *This was entered into the record as exhibit (g).*
- *Mr. Padgett also presented a feasibility study – pertaining to gross profit margin.*
- *This was entered into the record as exhibit (h).*

Mr. Ward had a question about the contamination of the soil and questions whether an attendant would be present during hours of operation.

Mr. Padgett stated that the contamination is not a problem and would be cleaned up. He also stated that he did not plan to have an attendant on duty.

Ms. Frank asked about the amount of renovation to be done to the parking lot. Mr. Padgett stated that he would remove any damaged concrete and replace it with new but did not intend to completely demo the whole parking lot and redo it unless it was in disrepair.

Robert Neds, Attorney, 7608 Raytown Road spoke on behalf of his client, Ed Atchity. Mr. Atchity owns and operates a neighborhood car wash on Woodson Road near Blue Ridge Boulevard. Mr. Neds had the following concerns:

1. The market in that area is saturated with neighborhood type car washes.
2. A traffic count, supplied by the Public Works Department, indicated that the count for 52 Street and Raytown Road is 7,200 vehicles per day, which is too low to provide adequate business for another car wash.
3. The Planning Commission had an application by Mr. Atchity for a neighborhood car wash before them several years ago and required Mr. Atchity to limit his hours of operation. Mr. Atchity wants the same restrictions placed on Mr. Padgett's car wash if the Conditional Use Permit is approved.
4. Safety concerns were also an issue. Mr. Neds indicated that the car wash would create a haven for crime if allowed to be open for 24 hours.
5. Mr. Atchity and Mr. Neds did not think that another neighborhood car wash was the highest and best use of this property.

Tracy Darby
5104 Woodson Road

Ms. Darby indicated that she would prefer to have the land used as a City Park. She thought that it would be the highest and best use of the land and that it would be very compatible with the City's "Super Splash Park" next door.

Mr. Benson stated that the City did not own the property and could not market it for others uses.

Mr. Benson noted that the property is in the "flood way" and the building is waterproof and that all electrical work would be high enough to stay clear of any water unless it was a 100 year flood.

Discussion items included lighting, crime, and hours of operation. The commissioners felt that perhaps 24 hours of operation may in fact deter crime because of the added lighting.

Mr. Bower noted that the Comprehensive Plan called for that area to be used for commercial uses.

There was some concern about water running down the parking lot and damming up near the corner. Mr. Benson indicated that he would have Public Works look at the drainage again before the application went to the Board of Aldermen on January 21, 2003.

Mr. Ward made a motion to approve the application including the following seven (7) conditions:

Mr. Fields seconded the motion.

The conditions are as follows:

1. Approval of a Flood Plain Development Permit and a No-Rise Certificate by the City's Flood Plain Administrator.

2. All wash bays discharge in to the City sewer system.
3. Efforts to further investigate and remediate petroleum-contaminated soil and groundwater on the property are required in accordance with the MDNR.
4. Access be provided on the property for the purpose of conducting any investigation of cleanup activities required by the MDNR.
5. Redevelopment of the property be in accordance with the site plan attached to this staff report.
6. Compliance with applicable City of Raytown codes and ordinances.
7. Location of the trash enclosure is subject to approval of a variance by the Board of Zoning Adjustments.

A roll call vote was taken with the following results:

Yes: Mr. Bower, Mr. Ward, Mr. Fields, Ms. Frank, Ms. Fleming, Mr. Ertel, Ms. Stock, Mr. Yeokum, Mr. Youngs.

All commissioners voted in favor and the motion carried by a vote of 9 – 0 to approve. The application was approved and was entered into the record. The application will go before the Board of Aldermen on January 21, 2003 for a public hearing.

Date: February 3, 2003

To: Mayor and Board of Aldermen

From: Tim Truesdale, Director of Community Development
Joanne L. Graham, City Attorney



Re: Ordinance for Stadium Carwash
Conditional Use Permit Application # PZ-2003-003 CUP
On Land Located At 5318 Raytown Road

At the public hearing regarding the conditional use permit for Stadium Carwash, there were some questions regarding the exterior finish of the building. The applicant has always intended to finish at least a portion of the existing building with split-face concrete block. To assure that the conditional use permit requires the exterior finish that the applicant intends to build, staff recommends that the following condition be added to the ordinance approving the conditional use permit:

- h. At least the center section of the exterior of the existing building, beginning at the point on each side of where the interior wash bay wall starts, shall be finished with split face concrete block measuring 8"x8"x16" in either grey or buff (an earth-tone that is a grey-tan mix); at least the exterior entrances and exits of the wash bays will be finished with concrete block measuring 4"x8"x16", laid vertically on the door edges to replace existing woodwork; and the roof shall be gabled or peaked and shall not be flat.

The applicant has always intended to construct these improvements to the exterior of the building. Adding this as a condition of the ordinance assures that if the ownership of the property were to change, the exterior of the building will be finished out as proposed by the applicant.

A motion to amend by substitution is appropriate if the Board chooses to add this condition to the existing bill. A copy of the revised bill is attached.



Community Development Department
Planning and Zoning Division
10000 E 59th Street • Raytown, MO 64133
Phone: 816-737-6014 • Fax: 816-737-6164

CONDITIONAL USE PERMIT APPLICATION

1. Location 5318 Raytown Rd.
2. Property Owner (Printed, as appears on deed) 5318 Raytown Rd. Eduardo Ruiz
Address 2117 bunker ave, Kansas city Kansas
Phone 9133199407 Email laloman1311@gmail.
Property Owner (Signature) _____
3. Applicant/Agent Eduardo Ruiz
Phone 9133199407 Email laloman1311@gmail.
Applicant/Agent (Signature) _____
4. The property's current use/purpose is: Warehousing and related uses
5. The property's current zoning classification is: NC
6. The proposed use/purpose of the property is: Original use carwash
7. The proposed conditional use will be in keeping with the character of the neighborhood because:
Because it will help neighbors maintain their cars in good condition.
8. The proposed use will be consistent with the uses and zoning on nearby parcels because:
It's easily accessible to the community, being in a safe spot.
9. Prior to submitting this application, the property has been vacant for:
It has been vacant for 3 years.

Case #: PC 2023-04



10. This property is more suited for the proposed use than its current use(s) because:

The property was originally designed to be a carwash, but was used improperly by the last owner. We as new owner's have reestablished it for its intended purpose as a carwash.

11. The proposed conditional use could have the following detrimental effects on nearby parcels:

There would be no negative or detrimental effect. On the contrary we are trying to make the area/neighborhood better by upbrnnging it due to the area being mainly abandoned. It's on a main street that with good use upbrnng the community instead of being used for urban doing.

12. If the application is denied, the property owner(s) will face the following hardships:

Property owners would lose all of money that has been used to better the Carwash/along with the time put in to try and open the Carwash because the property was only opened and created to be a carwash and ran as such.

13. Public facilities and utilities are adequate to serve the proposed use as follows:

all public facilities and utilities are adequate to the surroundings of the Carwash to serve its purpose as such. The property doesn't have much Public facilities around.

14. Additional comments:

15. Filing Fee payable to the City of Raytown, for \$450.00 (cash, check or credit card).

16. Signature - Property Owner or Legal Agent

17. Signature - Applicant or Legal Agent



Community Development
10000 East 59th St, Raytown, MO 64133
Office: (816) 737-6014

Permit NO. **BLDC-016825-2023**

Permit Type: **Building (Commercial)**

Work Classification: **Plumbing**

Permit Status: **Issued**

Issue Date: **03/24/2023**

Expiration: **09/20/2023**

Location Address

5318 RAYTOWN RD, RAYTOWN, MO 64133

Contacts

JUNIORS CARWASH 3
2117 BUNKER AVE, KANSAS CTIY, KS 66102
(913)319-9407

Property Owner

GGLLC Jomeque
6820 NW Cross RD, Parkville, MO 64152
(816)808-9863

Applicant

ggllcjomeque@yahoo.com

GG LLC
6820 NW CROSS RD, PARKVILLE, MO 64152
(816)382-1854

Master Plumber

Description: Install 85,000 BTUs gas boiler

Valuation:

Total Sq Feet : 0.00

Inspection Requests:

816-737-6014

Fees	Amount
Building Permit Valuation Fee - Commercial	
Permit Adjustment Fee	
Total:	

Payments	Amt Paid
Total Fees	
Check # EfQ3cfx423VZ	
Amount Due:	

Inspection Information

1. All inspections require two working days (48 hours) advance notice.
2. Inspections must be scheduled and approved before covering any work.
3. APPROVED PLANS AND SITE PLAN MUST BE ONSITE FOR INSPECTIONS!

This permit is issued in reliance upon information submitted by the applicant. The Building Official may suspend or revoke a permit whenever the permit is issued in error, on the basis of incorrect information supplied, or in violation of the adopted code, city ordinance or regulations. This permit shall become null and void if the work authorized by this permit is suspended for a period of 180 days or is not commenced within 180 days. Approval of the plans or any inspections of this project shall not be construed as an approval of a violation of the codes or ordinances of the City of Raytown.

Deb Gorman

Issued By: Deb Gorman

March 24, 2023

Date

Giselle Jomeque

Applicant

03/27/2023

Date

March 27, 2023

May 9, 2023



Dear Property Owner/Tenant:

Notice of Neighborhood Meeting and Public Hearings in Your Area

The Raytown Community Development Department is processing an application for a Conditional Use Permit for a "Car Wash" use in an NC, Neighborhood Commercial, District, filed by Eduardo Ruiz of Ruiz and Sons, Inc., to be located at 5318 Raytown Road in Raytown, Missouri. The applicant intends to reopen a building as a car wash that was a car wash in the past but has been used for other purposes for a few years. As a nearby owner or tenant, you are entitled to appear and provide comment at any of the public hearings on this matter or to provide written comment.

The applicant will be holding a neighborhood information meeting in the City Council Chambers at 10:00 AM on Thursday, May 18, 2023, to which you are invited to discuss the application directly with them. City staff will not be present at this time. If you have any concerns or need more information about the application, this is a good meeting to attend.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission **at 7:00 PM on Thursday, June 1, 2023.** The full packet and agenda should be available for view on the City of Raytown website on Friday, May 26, 2023.

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application, tentatively scheduled for **7:00 PM on Tuesday, July 11, 2023.**

All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E. 59th St. Raytown, MO 64133.

The public is invited to attend the public hearings to ask questions and provide comment regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by phone at (816) 737-6059 or by e-mail at chrisg@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816) 737-6014 no later than 48 hours prior to the applicable public hearing date.

May 18, 23
Thank you for
the notice. Please
excuse my humble
response, no typist.
As a neighbor in the
area, a car wash here
seems to be the best use of the
property. It has been a car
wash for years &
reopening of the business. I
bet the Ruiz family will
make it a success.
Thank you,
Neal Chiron

Affidavit of Publication

To: City of Raytown - Missouri - Michael Stolzle
10000 E 59Th St
Raytown, MO, 64133

Re: Legal Notice 2502664, 5318 Raytown Road
State of MO

County of Jackson

I, Lisa Fowler, being duly sworn, depose and say: that I am the Authorized Designee of Kansas City Daily Record, a daily newspaper of general circulation in Kansas City, County of Jackson, State of MO; that a notice, of which the annexed is a printed copy, has been duly and regularly published in the Kansas City Daily Record once each day for 1 consecutive days; and that the date of the publication were as follows: 05/12/2023.

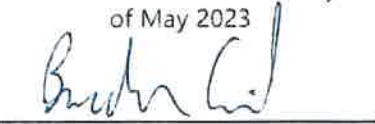
Publishers fee: \$9.40

By:


Lisa Fowler

Sworn to me on this 16th day
of May 2023

By:



Brandon M. Crail
Notary Public, State of MO
No. 20297982
Qualified in St. Louis County
My commission expires on
March 5, 2024



Notice of Public Hearings

Affected Property: 5318 Raytown Road, Raytown, Missouri
Jackson County Parcel ID # 32-810-06-40-00-0-00-000

A public hearing to consider a Conditional Use Permit application to operate a "Car Wash" Use in an NC, Neighborhood Commercial, District, filed by Eduardo Ruiz and Sons Properties, Inc., will be held by the Raytown Planning & Zoning Commission **at 7:00pm on Thursday, June 1, 2023.** The packet and agenda should be available for view on the City of Raytown website on Friday, May 25, 2023.

The Raytown Board of Aldermen will also hold a public hearing to consider this Conditional Use Permit, tentatively scheduled for **7:00pm on Tuesday, July 11, 2023.**

All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E. 59th St. Raytown, MO 64133.

The public is invited to attend the public hearings to ask questions and provide comment. Additional information can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by telephone at (816) 737-6059 or by e-mail at chrisg@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816) 737-6014 no later than 48 hours prior to the applicable public hearing date.

2502664 Jackson May 12, 2023



MAILING LIST FOR 5318 Raytown Road Car Wash CUP

[illegible]

May 9, 2023

Dear Property Owner/Tenant:

Notice of Neighborhood Meeting and Public Hearings in Your Area

The Raytown Community Development Department is processing an application for a Conditional Use Permit for a "Car Wash" use in an NC, Neighborhood Commercial, District, filed by Eduardo Ruiz of Ruiz and Sons, Inc., to be located at 5318 Raytown Road in Raytown, Missouri. The applicant intends to reopen a building as a car wash that was a car wash in the past but has been used for other purposes for a few years. As a nearby owner or tenant, you are entitled to appear and provide comment at any of the public hearings on this matter or to provide written comment.

The applicant will be holding a neighborhood information meeting in the City Council Chambers at 10:00 AM on Thursday, May 18, 2023, to which you are invited to discuss the application directly with them. City staff will not be present at this time. If you have any concerns or need more information about the application, this is a good meeting to attend.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission **at 7:00 PM on Thursday, June 1, 2023.** The full packet and agenda should be available for view on the City of Raytown website on Friday, May 26, 2023.

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application, tentatively scheduled for **7:00 PM on Tuesday, July 11, 2023.**

All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E. 59th St. Raytown, MO 64133.

The public is invited to attend the public hearings to ask questions and provide comment regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by phone at (816) 737-6059 or by e-mail at chrisg@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816) 737-6014 no later than 48 hours prior to the applicable public hearing date.

Raytown, MO



1 in. = 91ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Road
- Parcel
- Address Point
- City Limit

Notes

5318 Raytown Road

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

[illegible]

No one showed up to this meeting

[Handwritten signature]



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI

12/09/2022 3:59 PM
COV FEE: \$24.00 2 PGS

INSTRUMENT NUMBER
2022E0108781

WARRANTY DEED

THIS DEED, dated as of this 4th day of December, 2022 WITNESSETH, that **5318 LLC, a Missouri limited liability company**, Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD VALUABLE CONSIDERATIONS, does by these presents, GRANT, BARGAIN AND SELL, Convey and Confirm unto **Ruiz and Son's Properties Inc, a Kansas corporation**, whose mailing address is **2117 Bunker Ave, Kansas City, KS 66102**, Grantee, its successors and assigns, the following described land situated in **Jackson County, Missouri**:

That part of the Southwest One-Quarter of the Northeast One-Quarter of Section 32, Township 49, Range 32, in Raytown, Jackson County, Missouri described as follows, to-wit: Commencing at a point in the centerline of Raytown Road 62.95 feet South (measured along said centerline) of the North line of the Southwest One-Quarter of the Northeast One-Quarter of Section 32, Township 49, Range 32, and which point is the Northeasterly corner of a tract described in Book 1227 at Page 553; thence deflecting to the right 90 degrees and running along the Northerly line of said tract, a distance of 55 feet; thence deflecting to the left 44 degrees 13 minutes 33 seconds and running along the Northwestern line of said tract and along the Northwestern line of a tract described in Book 1286 at Page 683, a distance of 279.42 feet to the most Westerly point of a public road described in Book 1286 at Page 683, which point is the true point of beginning; thence Southeasterly along a line parallel with the centerline of Raytown Road to a point of intersection with the Southerly line of a tract described in Book 1217 at Page 451; thence North 67 degrees 54 minutes East to the Westerly right-of-way of Raytown Road; thence Northwesterly along said right-of-way to a point of intersection with the Southerly line of a public road described in Book 1286 at Page 683; thence Westerly following said Southerly line of said public road to the true point of beginning. Except that part in E. 53rd Place and Except that part in Raytown Road.

Subject to easements, reservations, restrictions, and covenants, if any, of record.

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

Filed by Chicago Title Company, LLC

Deed (Warranty - Commercial)
MOD1176.doc / Updated: 04.19.18

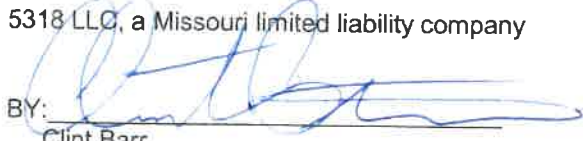
Page 1

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MO-CT-FKCM-01080.330711-KCC222695

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, said Grantor has hereunto set his hand this 9th day of December, 2022.

5318 LLC, a Missouri limited liability company

BY: 

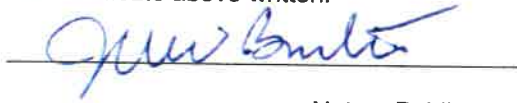
Clint Barr
Sole Member

STATE OF Missouri

COUNTY OF Jackson

On this 9th day of December, 2022 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Clint Barr, Sole Member, on behalf of 5318 LLC, a Missouri limited liability company known to me to be the person who executed the instrument within and who duly acknowledged execution of the same on behalf of said LLC.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.



Notary Public

My Commission Expires: _____

JILL D. BURTON
Notary Public-Notary Seal
STATE OF MISSOURI
County of Jackson
My Commission Expires: 08-25-2024
Commission #15997738

Filed by Chicago Title Company, LLC

Deed (Warranty - Commercial)
MOD1176.doc / Updated: 04.19.18

Page 2

Printed: 12.08.22 @ 02:56 PM by JB
MO-CT-FKCM-01080.330711-KCC222695

This document has been
electronically recorded by
Chicago Title Insurance Co

12/9/22 2022E0108781

WARRANTY DEED

THIS DEED, dated as of this 4th day of December, 2022 WITNESSETH, that **5318 LLC, a Missouri limited liability company**, Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD VALUABLE CONSIDERATIONS, does by these presents, GRANT, BARGAIN AND SELL, Convey and Confirm unto **Ruiz and Son's Properties Inc, a Kansas corporation**, whose mailing address is **2117 Bunker Ave, Kansas City, KS 66102**, Grantee, its successors and assigns, the following described land situated in **Jackson County, Missouri**:

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Subject to easements, reservations, restrictions, and covenants, if any, of record.

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

Filed by Chicago Title Company, LLC

Deed (Warranty - Commercial)
MOD1176.doc / Updated: 04.19.18

Page 1

Printed: 12.08.22 @ 02:56 PM by JB
MO-CT-FKCM-01080.330711-KCC222695

REAL PROPERTY CERTIFICATE OF VALUE - JACKSON COUNTY, MISSOURI

(REQUIRED TO BE FILED WITH DEED AT TIME OF RECORDING)

Please type or print all information. This form must be prepared by the Buyer or his/her Representative.

Grantor's (Seller) Name: 5318 LLC, a Missouri limited liability companyGrantee's (Buyer) Name: Ruiz and Son's Properties Inc, a Kansas corporationAddress of Property: 5318 E Raytown RoadRaytown, MO 64133

Grantee's address, if different from above: _____

2117 BUNKER AVE KCK 66102Parcel ID Number: 32-810-06-40-0-00-0-00-000FOR OFFICE USE ONLY
DO NOT WRITE IN THIS SPACE

1. Is this newly constructed residential property? ☐ YES Date occupied: ____/____/____ ☒ NO
2. Is this vacant land? ☐ YES ☒ NO
3. Intended use of property: Present Use ☒ Renovation ☐ New Development / Construction ☐
Other ☐ _____
4. Check if the transaction transfers property in any of the following ways:

- | | |
|--|--|
| ☐ sale for delinquent taxes | ☐ by deed pursuant to merger, consolidation, sale or transfer of substantially all of the assets of a corporation. |
| ☐ sale of cemetery lot | ☐ by deed as part of the contribution to the capital of a corporation, partnership, limited liability company, or other similar entity. |
| ☐ lease or transfer of severed mineral interests | ☐ by deed executed by personal representative to convey to devisees or heirs property passing by testate or intestate succession |
| ☐ by order of any court | ☐ by deed which conveys property held in name of any partnership, not a family, to any partner or his or her spouse. |
| ☐ by executory contract for deed | ☐ by deed which is a gift of property. |
| ☐ by lease or easement | ☐ by deed between family members, or to or from a family corporation, partnership, or trust for the benefit of a family member, for no consideration. |
| ☐ to or from the United States, the State of Missouri, or any agency, or political subdivision thereof. | |
| ☐ for purpose of confirming, correcting, modifying, or supplementing a previously recorded deed, without additional consideration | |
| ☐ solely for the purpose of releasing security for a debt or other obligation | |
| ☐ by deed of partition | |
| ☐ by deed where no money or other valuable consideration is given for the transfer. | |

IF ANY OF THE ABOVE ITEMS IN THE SHADED BOX ARE CHECKED, PLEASE PROCEED TO #11 BELOW

5. Total Sales Price (including all assumed mortgages and liens): \$210,000.00
Points were paid by: ☐ SELLER ☐ BUYER ☒ NONE
6. Was there new financing? ☐ YES ☒ NO Did financing concessions affect sales price? ☐ YES ☐ NO
7. Is this deed part of a trade? ☐ YES ☒ NO
8. Was any personal property included in the sale price? (For example: furniture, equipment, machinery, livestock, crops, business franchise or inventory... etc.) ☐ YES ☒ NO
Please describe: _____
9. Was this transaction at arm's length? ☒ YES ☐ NO
(An arm's length transaction is one between unrelated parties under no duress.)
10. If you believe this transaction does not represent market value, please attach any additional information that you want the county assessor to consider.
11. I certify, under penalties of law, that this statement has been examined by me and, to the best of my knowledge and belief, is a true, correct and complete statement.

ANY PERSON WHO FAILS TO FILE A COMPLETED CERTIFICATE OF VALUE WHEN REQUIRED BY LAW, OR WHO KNOWINGLY FILES A FALSE CERTIFICATE, MAY BE PUNISHED BY A FINE OF UP TO \$1,000.

For assistance in filing this form,
Call the Assessor's Office at (816) 881-3530
415 E. 12th St., Suite 100M
Kansas City, MO 64106-257212/9/22
Date[Signature]
Signature of Grantee/RepresentativeJim Burdette, Agent
Print Name and Position



Official Receipt

Jackson County, MO

2020-2022 Property Tax

Paid December 15th, 2022

Receipt Details**Receipt Number**
13385068**Amount Applied**
\$23,480.85**Payer Name**
CHICAGO TITLE COMPANY LLC**Tender Type**
ACH**Payer Address**
5318 RAYTOWN RD
RAYTOWN, MO 64133**Real Property****Property Account Number** 32-810-06-40-00-0-00-000**Name**
RUIZ & SONS PROPERTIES INC**Address**
5318 RAYTOWN RD
RAYTOWN, MO 64133**Since**
2022-12-09**To**
—**Legal Line**

SEC 32 TWP 49 RNG 32 PT OF SW 1/4 NE 1/4 DAF: BEG SW COR 53RD ST PL & RAYTOWN RD

Tax Year 2020**Receipt Details**

Amount Applied \$5,794.42	Unpaid Balance \$0.00	Description A/V Principal-Commer
Amount Applied \$2,431.64	Unpaid Balance \$0.00	Description Replacement Tax
Amount Applied \$2,085.99	Unpaid Balance \$0.00	Description A/V Interest
Amount Applied \$314.53	Unpaid Balance \$0.00	Description A/V Interest
Amount Applied \$157.61	Unpaid Balance \$0.00	Description Chapter 52 Gener

CITY - RAYTOWN
\$258.30
JACKSON COUNTY
\$315.71
FIRE DISTRICT - RAYTOWN
\$708.39
RAYTOWN SCHOOL C-II
\$3,425.95

Tax Year 2022
Receipt Details

Amount Applied	Unpaid Balance	Description
\$5,099.13	\$0.00	A/V Principal-Commer
Amount Applied	Unpaid Balance	Description
\$295.00	\$0.00	Certified City

Distribution of Districts

STATE BLIND PENSION
\$16.26
BOARD OF DISABLED SERVICES
\$45.32
MENTAL HEALTH
\$60.33
METRO JUNIOR COLLEGE
\$109.93
MID-CONTINENT LIBRARY
\$175.63
CITY - RAYTOWN
\$257.87
JACKSON COUNTY
\$320.91
FIRE DISTRICT - RAYTOWN
\$686.92
RAYTOWN SCHOOL C-II
\$3,425.95

Any unpaid balance will continue to accumulate interest, penalties, and fees.

This receipt reflects the amount of any current unpaid balance at the time this receipt is generated. It does not include any such interest, penalties and fees that are later accrued. Changes to the account may change the unpaid balance amount.

If this payment does not clear your financial institution, this receipt is void and you may receive a returned item fee and late penalty. Please verify with your financial institution that this payment has cleared.

Amount Applied \$78.80	Unpaid Balance \$0.00	Description Chapter 52 Maint
Amount Applied \$23.76	Unpaid Balance \$0.00	Description Chapter 52 Gener
Amount Applied \$11.88	Unpaid Balance \$0.00	Description Chapter 52 Maint
Amount Applied \$394.02	Unpaid Balance \$0.00	Description Chapter 141 Gene
Amount Applied \$59.41	Unpaid Balance \$0.00	Description Chapter 141 Gene

Distribution of Districts

STATE BLIND PENSION

\$18.24

BOARD OF DISABLED SERVICES

\$39.46

MENTAL HEALTH

\$64.20

METRO JUNIOR COLLEGE

\$129.38

MID-CONTINENT LIBRARY

\$224.72

CITY - RAYTOWN

\$291.29

JACKSON COUNTY

\$371.49

FIRE DISTRICT - RAYTOWN

\$813.08

RAYTOWN SCHOOL C-II

\$3,842.56

Tax Year 2021

Receipt Details

Amount Applied \$5,116.86	Unpaid Balance \$0.00	Description A/V Principal-Commer
Amount Applied \$921.03	Unpaid Balance \$0.00	Description A/V Interest
Amount Applied \$140.21	Unpaid Balance \$0.00	Description A/V Interest
Amount Applied \$120.76	Unpaid Balance \$0.00	Description Chapter 52 Gener
Amount Applied \$60.38	Unpaid Balance \$0.00	Description Chapter 52 Maint
Amount Applied \$18.38	Unpaid Balance \$0.00	Description Chapter 52 Gener
Amount Applied \$9.19	Unpaid Balance \$0.00	Description Chapter 52 Maint
Amount Applied \$301.89	Unpaid Balance \$0.00	Description Chapter 141 Gene
Amount Applied \$45.96	Unpaid Balance \$0.00	Description Chapter 141 Gene

Distribution of Districts

STATE BLIND PENSION

\$16.26

BOARD OF DISABLED SERVICES

\$35.94

MENTAL HEALTH

\$58.38

METRO JUNIOR COLLEGE

\$109.93

MID-CONTINENT LIBRARY

\$187.99

CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
REGULAR MEETING
MINUTES

June 1, 2023
7:00 pm
Council Meeting Chambers

1. Welcome by Chairman Wilson

Vice Chairman Frazier called the meeting to order at 7:00 PM. The sign in sheet from the meeting is attached to the back of these minutes.

2. Call meeting to order and Roll Call.

Wilson:	Absent	Thurman:	Present	Emerson:	Absent
Stock:	Present	Frazier:	Present	Sneddon:	Present
Meyers:	Absent	Bruenger:	Present	Jean-Paul	Present

3. Approval of Minutes:

Minutes of the May 11, 2023, Regular Meeting were amended by changing Ms. Stock to Ms. Emerson on item No.8 and were approved 6-0 upon motion by Ms. Stock and second by Ms. Thurman.

4. Public Discussion: None.

5. Old Business:

A. Case No.: PZ 2023-03:

Applicant: City of Raytown

Reason: Amending Chapter 50, Article 12, of the Raytown Municipal Code to Conform to New State of Missouri Regulations Issued Following Voter Approval of a Constitutional Amendment Approving Recreational Marijuana on November 8, 2022.

1. Introduction of Application by Chairman.

Vice-Chairman Frazier opened the hearing and introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No commissioners reported ex parte communication in relation to this application.

3. Enter Relevant Exhibits into the Record.

Chris Gilbert entered Missouri Dept. of Health and Senior Services (DHS) Proposed New Rule under 19 CSR 100 into the record as Obtained from its website with an Estimated Effective date of July 30, 2023. This document is large in size and is not attached to these minutes but can be freely downloaded from the DHS website. Other documents entered into the record by staff include the power point presentation, staff report, and supporting documents.

4. Staff Presentation of the Application.

Chris Gilbert, Planning & Zoning Coordinator, provided the staff report, and reviewed the proposed text amendments.

5. Public Comments on Application.

No person from the public spoke during this hearing.

6. Commission Discussion.

The commissioners asked questions of staff which were answered.

7. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Ms. Thurman motioned and Mr. Jean-Paul seconded to recommend approval of the proposed text amendments to the Board of Aldermen.

VOTE: Motion passed 6-0. Case proceeds to Board of Aldermen on July 11, 2023.

6. New Business:

A. Case No.: PZ 2023-04:

Applicant: Eduardo Ruiz, Ruiz and Sons

Reason: Conditional Use Permit Approval for Car Wash to be Located at 5318 Raytown Road in an NC, Neighborhood Commercial, District

1. Introduction of Application by Chairman.

Vice-Chairman Frazier opened the hearing and introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No commissioners reported ex parte communication in relation to this application.

3. Enter Relevant Exhibits into the Record.

The applicant entered a series of color photos taken of the property into the record showing the condition of the property and the extent to which they went to get it back into serviceable condition. Other documents that were entered by staff include the power point presentation, staff report, and supporting documents.

4. Applicant Presentation of Application.

The applicant explained the scope of the application to fix the property back up and use it as its original car wash use.

5. Staff Presentation of the Application.

Chris Gilbert, Planning & Zoning Coordinator, provided the staff report, providing the background of the request, use intentions for the property, analysis of the application, and recommendation to approve with specific conditions contained in the staff report.

6. Public Comments on Application.

No person from the public spoke on this application.

7. Commission Discussion.

The commissioners asked questions of staff and the applicant which were answered.

8. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Jean-Paul motioned, and Mr. Sneddon seconded, to recommend approval of the application to the Board of Aldermen.

VOTE: Motion passed 6-0. Case proceeds to the Board of Aldermen on July 11, 2023.

7. Other Business- None

8. Set Future Meeting Date – Next scheduled meeting date is July 6, 2023.

9. Meeting was Adjourned at 7:48 PM by acclamation.

Planning Commission Meeting

June 1, 2023

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

[illegible]































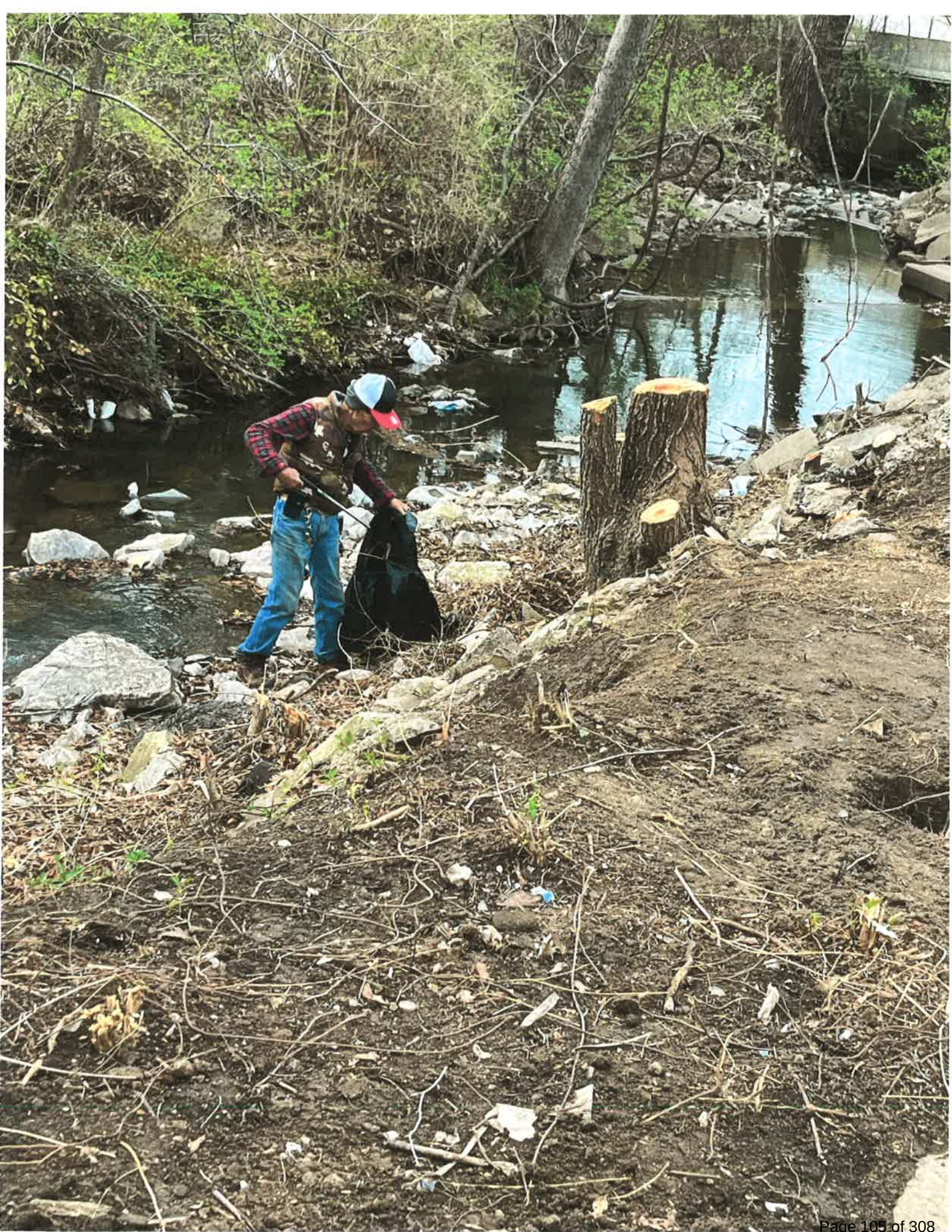
















CITY OF RAYTOWN

Request for Board Action

DATE SUBMITTED: 07/06/2023

MEETING DATE: July 11, 2023

SUBMITTED BY:

DEPARTMENT: Community Development

Document Type: Ordinance

SUBJECT/REQUEST

Board of Aldermen consideration and approval of amendments to Chapter 50, Article XII of the Raytown Municipal Code, incorporating several changes to accommodate new State of Missouri Department of Health and Senior Services regulations regarding Recreational (Adult) Use Marijuana statewide.

BACKGROUND/JUSTIFICATION

In November, 2018, Missouri voters went to the polls and approved an amendment to the Missouri Constitution that legalized the sale and use of Marijuana for medical uses and purposes, pursuant to state regulations. In July, 2019, the Board of Aldermen approved a new Article XII under Chapter 50 of the Raytown Municipal Code to address zoning issues related to this new concept and to conform with the new state regulations. These regulations worked as intended until voters went to the polls in November, 2022, and approved another amendment to the Missouri Constitution that legalized the sale and use of Marijuana for recreational uses and purposes, pursuant to state regulations.

This Ordinance, designed to be consistent with state law while also protecting Raytown neighborhoods and residents from the undesirable impacts of Marijuana operations, contains several changes to Article XII under Chapter 50 of the Raytown Municipal Code to comply with the new state regulations expected to go final on July 31, 2023.

Alternatives to approving the proposed text amendments would be to deny the amendments and be out of compliance with new state regulations regarding recreational marijuana use expected to take effect on July 31, 2023, or to table this item and take no action.

RECOMMENDED MOTION

The Planning & Zoning Commission voted (6-0) on June 1, 2023, to advance this application for consideration by the Board of Aldermen. Passage of these amendments will bring the Raytown Municipal Code into compliance with new state rules expected to take effect on July 31, 2023, regarding recreational marijuana.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account #:	

REVIEWED BY

Jennifer Baird Damon Hodges Teresa Henry
--

LIST OF REFERENCE DOCUMENTS ATTACHED

- | | |
|----|---|
| 1. | Ord Recreational Marijuana Text Amendments Recreational Marijuana Ordinance |
| 2. | Ord Recreational Marijuana Text Amendments May 11 2023 PC Recreational Marijuana Staff Report |
| 3. | Ord Recreational Marijuana Text Amendments June 1 2023 Draft PC Minutes |

**SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

AN ORDINANCE AMENDING CHAPTER 50, ARTICLE XII, OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, MISSOURI, TO ACCOMMODATE THE RECENT VOTER APPROVED STATEWIDE CONSTITUTIONAL AMENDMENT APPROVING RECREATIONAL (ADULT) MARIJUANA USE CONSISTENT WITH REGULATIONS ADOPTED BY THE STATE OF MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

WHEREAS, application PZ-2023-03, submitted by the City of Raytown, proposes to amend Chapter 50, Article XII, to accommodate the November 8, 2022, voter approved statewide constitutional amendment approving recreational (adult) marijuana use consistent with regulations adopted by the State of Missouri Department of Health and Senior Services expected to become final on July 31, 2023; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning & Zoning Commission held a public hearing on June 1, 2023, and voted (6-0) on to advance the application for consideration by the Board of Aldermen; and

WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen held a public hearing on July 11, 2023 and rendered a decision to approve the amendments to the Raytown Code of Ordinances, Chapter 50, Article XII, to accommodate the recent voter approved statewide constitutional amendment approving recreational (adult) marijuana use consistent with regulations adopted by the State of Missouri Department of Health and Senior Services expected to become final on July 31, 2023.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF AMENDMENTS. The amendments to Chapter 50, Article XII, to accommodate the recent voter approved statewide constitutional amendment approving recreational (adult) marijuana use consistent with regulations adopted by the State of Missouri Department of Health and Senior Services expected to become final on July 31, 2023, are hereby amended as stated in Section 2.

SECTION 2 – AMENDMENTS. The amendments as shown on attached Exhibit A are hereby adopted.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of July 2023.

BILL NO. _____

ORDINANCE NO. _____

SECTION NO. XIII

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney



PZ 2023-03

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: June 1, 2023

Re: Text Amendment Amending Chapter 50, Article 12, to Conform to State Regulations Related to Voter Approved Constitutional Amendment Permitting Recreational Marijuana

APPLICATION SUMMARY

Applicant: City of Raytown

Project Contact: Chris Gilbert, Planning and Zoning Coordinator

Property Location: Citywide

Request: Amending Chapter 50, Article 12, of the Raytown Municipal Code to Conform to New State of Missouri Regulations Issued Following Voter Approval of a Constitutional Amendment Approving Recreational Marijuana on November 8, 2022.

BACKGROUND INFORMATION:

The 2018 November General Election witnessed Missouri voters give their approval for marijuana use for medical purposes. The City of Raytown adopted Medical Marijuana Zoning Regulations in July of 2019 when state regulations became available that were placed in Chapter 50, Article 12, of the Raytown Municipal Code. The recent 2022 November General Election witnessed Missouri voters give their approval to an amendment to the Missouri Constitution legalizing the sale and use of Marijuana for recreational uses. The State of Missouri's Department of Health and Senior Services has been working on rules for recreational use of marijuana since the voter approval and now have a final set of rules prepared that are expected to go into effect on July 30, 2023.

Staff is presenting the attached amendments to Chapter 50, Article 12, to ensure our laws stay consistent with state law while also protecting Raytown neighborhoods and residents from the undesirable impacts of operations related to the sale, transport, manufacturing, storing and growing of marijuana. Included in the recommended amendments are the following key changes from the previous Medical Marijuana-only regulations:

- Adding some new definitions.
- Removal of references to medical use only, except in certain sections where medical use is separate from Recreational requirements.
- Changing state statutory references from the previous 19 CSR 95 to the new 19 CSR 100.
- Adding off-site warehouses to list of marijuana related uses requiring M, Manufacturing zoning.



Staff Report

Community Development
Planning and Development Services

- Adding Dispensary Microbusinesses to Marijuana Dispensary Rules section for HC, Highway Commercial and NC, Neighborhood Commercial zones.
- Adding Wholesale Microbusinesses to list of marijuana related uses requiring M, Manufacturing zoning.
- Reduce the required closure period overnight from 10 PM to 8 AM (current code) to 12 AM to 6 AM for state licensed dispensaries and microbusiness dispensaries.
- Permit drive-through sales in a manner that does not conflict with other Municipal Code provisions.
- Require all Recreational Consumer Cultivators to be state licensed prior to cultivating at their residence.
- Prohibiting seed markets, popups, exchanges, and other activities that are not expressly permitted by State Law.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission hold this public hearing, take testimony from all parties, and consider recommending approval to the Board of Aldermen of this application proposing various amendments to Chapter 50, Article 12, of the Raytown Municipal Code as pertains to zoning regulations for recreational marijuana facilities.

ARTICLE XII. - ~~MEDICAL~~ MARIJUANA, MEDICAL AND ADULT USE

Sec 50-580. –Definitions

Church means a permanent building primarily and regularly used as a place of worship.

Consumer means a person who is at least 21 years of age per 19 CSR 100. This term shall also be considered to be interchangeable with the terms “recreational use” and “adult use” as used in this Article

Daycare means a child-care facility, as defined by Section 210.201, RSMo, that is licensed by the State of Missouri.

Elementary or Secondary School means any public school as defined by Section 160.011, RSMo, or any private school giving instruction in a grade or grades not higher than the twelfth (12th) grade, including any property owned by the public or private school that is regularly used for extracurricular activities, but does not include any private school in which education is primarily conducted in private homes.

Enclosed, Locked Facility means: (A) An indoor stationary closet, room, garage, greenhouse, or other comparable fully enclosed space equipped with locks or other functioning security devices that permit access to only the qualifying patient(s) or primary caregiver(s) who have informed the department that this is the space where they will cultivate marijuana; or (B) An outdoor stationary structure: 1. That is enclosed on all sides, except at the base, by wooden slats, or a similar material that is anchored, attached, or affixed to the ground and that cannot be accessed from the top; 2. In which the plants are not visible to the unaided eye from an adjacent property when viewed by an individual at ground level; and 3. That is equipped with locks or other security devices that restrict access to only the qualifying patient(s) or primary caregiver(s) who have informed the department that this is the space where they will cultivate marijuana.

Marijuana or Marihuana means Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. Marijuana, or Marihuana, does not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent (0.3%) on a dry weight basis, or commodities or products manufactured from industrial hemp, including non-psychoactive Cannabidiol (CBD) Oil extracted from hemp seeds, including non-psychoactive Cannabidiol (CBD) Oil extracted from hemp seeds.

Marijuana-Infused Products means products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures, and concentrates.

~~Medical~~ Marijuana Cultivation Facility means a facility licensed by the Missouri Department of Health and Senior Services to acquire, cultivate, process, store, transport, and sell marijuana to a ~~Medical~~-Dispensary Facility, ~~Medical~~-Marijuana Testing Facility, ~~Warehouse~~, or to a ~~Medical~~-Marijuana-Infused Products Manufacturing Facility.

~~Medical-Marijuana Dispensary Facility~~ means a facility licensed by the Missouri Department of Health and Senior Services to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia **for adult use in amounts permitted by state law, or** used to administer marijuana as provided for in this section to a qualifying patient, a primary caregiver, another ~~Medical-Marijuana Dispensary Facility~~, a ~~Medical Marijuana Testing Facility~~, **Warehouse**, or a ~~Medical-Marijuana Infused Products Manufacturing Facility~~.

~~Medical-Marijuana Facility~~ means a Medical Marijuana Dispensary Facility, ~~Medical Marijuana Cultivation Facility~~, ~~Medical Marijuana Testing Facility~~, ~~Medical Marijuana Infused Products Manufacturing Facility~~, **Warehouse**, ~~and a Medical-Marijuana Transportation Facility~~, **Microbusiness Dispensary Facility and Microbusiness Wholesale Facility**.

~~Medical-Marijuana-Infused Products Manufacturing Facility~~ means a facility licensed by the Missouri Department of Health and Senior Services, to acquire, store, manufacture, transport, and sell marijuana-infused products to a ~~Medical-Marijuana Dispensary Facility~~, a ~~Medical Marijuana Testing Facility~~, **Warehouse**, or to another ~~Medical Marijuana-Infused Products Manufacturing Facility~~.

~~Medical-Marijuana Testing Facility~~ means a facility certified by the Missouri Department of Health and Senior Services, to acquire, test, certify, and transport marijuana.

~~Medical-Marijuana Transportation Facility~~ means a facility licensed by the Missouri Department of Health and Senior Services to transport marijuana **for adult use in amounts permitted by state law, or** to a Qualifying Patient, Primary Caregiver, a Medical Marijuana Cultivation Facility, a ~~Medical-Marijuana-Infused Products Manufacturing Facility~~, a ~~Medical-Marijuana Dispensary Facility~~, a ~~Medical-Marijuana Testing Facility~~, **Warehouse**, or another ~~Medical-Marijuana Transportation Facility~~.

Microbusiness Dispensary Facility means a microbusiness facility licensed by the Missouri Department of Health and Senior Services under 19 CSR 100 where marijuana is dispensed for medical or adult use.

Microbusiness Wholesale Facility means a microbusiness facility licensed by the Missouri Department of Health and Senior Services under 19 CSR 100 where marijuana cultivation operations for medical or adult use occur and/or where marijuana-infused products and prerolls are manufactured for medical or adult use.

Qualifying Patient means a Missouri resident diagnosed with at least one (1) qualifying medical condition.

Primary Caregiver means an individual twenty-one (21) years of age or older who has significant responsibility for managing the well-being of a Qualifying Patient and who is designated as such on the primary caregiver's application for an identification card from the Missouri Department of Health and Human Services.

Warehouse means a facility granted a certificate by the Missouri Department of Health and Senior Services for off-site storage of marijuana product.

Sec. 50-581. -Rules of Interpretation

- (a) The distance limitations in this article, when referring to distances between ~~Medical~~ Marijuana Facilities and Schools, Daycares, and Churches, shall be measured in accordance with 19 CSR 30-95.040.
- (b) The distance limitations in this article, when referring to distances between a ~~Medical~~ Marijuana Facility and a separate ~~Medical~~ Marijuana Facility not contained in the same structure, shall be measured in a straight line between the primary entrances of each ~~Medical~~ Marijuana Facility.
- (c) The distance limitations in this article, when referring to distances between a ~~Medical~~ Marijuana Facility and a residential district, shall be measured in a straight line between the primary entrance of the ~~Medical~~ Marijuana Facility and the nearest point on the property line of a residential district.

Sec. 50-582. -No Additional Licenses

~~All~~ ~~Medical~~ Marijuana Facilities shall be required to be properly licensed and/or certified by the Missouri Department of Health and Senior Services as required by 19 CSR 30-95 100. Furthermore, ~~Medical~~ Marijuana Facilities shall have a city business license as required in Chapter 10 of the Raytown Municipal Code, and a Commercial Use Permit as required by Section 50-518 of the Raytown Municipal Code, and any other license required by the City that complies with 19 CSR 30-95 100. Certain activities performed in relation to such facilities may require permits from other agencies not related to the City such as the Raytown Fire District.

Sec. 50-583. -~~Medical~~ Marijuana Dispensary and Microbusiness Dispensary General Rules

In addition to the requirements for dispensary facilities ~~including microbusiness dispensaries~~ in 19 CSR 30-95.080 100, ~~dispensary~~ ~~such~~ facilities shall also comply with the following:

- (a) ~~Medical~~ Marijuana Dispensaries shall not be open to the public or make any sales between the hours of ~~10:00 PM and 8:00 AM~~ 12:00 AM (Midnight) and 6:00 AM or as established by the Ordinance approving a Conditional Use Permit in cases where such a permit is required.
- (b) ~~Medical~~ Marijuana Dispensaries shall only transport ~~medical~~ marijuana:
 - a. To Qualifying Patients, Primary Caregivers, a Medical Marijuana Testing Facility, a Medical Marijuana Dispensary, a Medical Marijuana-Infused Product Manufacturing Facility;
 - b. If the ~~Medical~~ Marijuana Dispensary complies with the requirements of 19 CSR 30-95.100(2) 100.

- (c) No Marijuana, of any type, may be smoked, ingested, or otherwise consumed on the premises of a ~~Medical Marijuana Dispensary~~ at any time, nor shall the licensee permit such consumption.
- (d) ~~Medical Marijuana Dispensaries~~ shall not disburse ~~medical-marijuana~~ as part of a promotional event.
- (e) All ~~Medical Marijuana Dispensaries~~ shall only sell ~~medical-marijuana~~ seeds acquired from **state** licensed ~~Medical-Marijuana Cultivation~~ facilities.
- (f) No ~~Medical-Marijuana Dispensary~~ shall sell ~~medical marijuana~~ seeds to a Qualifying Patient or Primary Caregiver who is not currently authorized to cultivate ~~medical marijuana~~.
- (g) All ~~Medical-Marijuana Dispensaries~~ shall require every **Medical Marijuana** customer to display the customer's identification card issued by the Missouri Department of Health and Senior Services or other proof of eligibility at the time of each purchase.
- (h) ~~Medical-Marijuana Dispensaries~~ shall not sell ~~medical-marijuana~~ to a Qualifying Patient or Primary Caregiver in amounts greater than what that individual is currently authorized to purchase ~~per the statewide track and trace system~~ **by the Missouri Department of Health and Senior Services**.
- (i) No person under the age of eighteen (18) years old shall be permitted into a ~~Medical Marijuana Dispensary~~; except that a **Medical Marijuana** Qualifying Patient who is under the age of eighteen (18) years but who has been emancipated by a court order and a Qualifying Patient, under the age of eighteen (18) years when accompanied by the Qualifying Patient's parent or guardian.
- (j) No ~~Medical Marijuana Dispensary~~ shall emit any odor of Marijuana which is capable of being smelled by a person of ordinary senses outside of the boundary of the lot upon which the ~~Medical-Marijuana Dispensary~~ is located.
- (k) Each ~~Medical Marijuana Dispensary~~ shall be operated from a permanent and fixed location. No ~~Medical Marijuana Dispensary~~ shall be permitted to operate from a moveable, mobile, or transitory location. This subsection shall not prevent the physical delivery of medical marijuana to a Qualifying Patient or Primary Caregiver at a location off of the premises of the licensee's ~~Medical-Marijuana Dispensary~~, to the extent so permitted by law.
- (l) **Dispensary facilities of any type properly licensed by the Missouri Department of Health and Senior Services may opt to provide drive-through service at the licensed location following approval of the security plan for the facility by the Raytown Police Department including the drive-through component. Dispensary facilities opting to provide drive through service at a future date following approval of the original facility security plan shall submit an amended security plan for the drive-through component to the Raytown Police Department for review and approval.**

Sec. 50-584. ~~Medical Marijuana Dispensary~~ or **Microbusiness Dispensary Siting Requirements**

A ~~Medical-Marijuana Dispensary~~ or ~~Microbusiness Dispensary~~ may be located as a Permitted Use in the Highway Commercial District (HC), or as a Conditional Use in the Neighborhood Commercial District (NC), upon satisfactory compliance with the provisions of this section. A Conditional Use Permit is required in the Neighborhood Commercial District (NC), due to its close proximity to residential districts, lower capacity to handle increases in traffic flow and absorb related noise, and the limitations of adaptability of older commercial structures to meet modern building code requirements for the proposed uses.

(a) As a Permitted Use in the Highway Commercial District (HC):

- a. A ~~Medical-Marijuana Dispensary~~ shall have the appropriate license from the Missouri Department of Health and Senior Services, pursuant to 19 CSR 30-95-100.
- b. No ~~Marijuana~~ Dispensary shall be located closer than one thousand (1000) feet from any Elementary or Secondary School, Daycare, or Church.
- c. No ~~Medical Marijuana Dispensary~~ shall be located closer than one hundred fifty (150) feet from a residentially zoned district.
- d. A ~~Medical-Marijuana Dispensary~~ may have secondary operations of another type of ~~Medical Marijuana Facility~~ within the same structure space if the secondary operations constitute 25% or less of both the overall floor space and revenue of the business. The ~~Medical Marijuana Dispensary~~ shall have all required licenses pursuant to 19 CSR 30-95-100 for both the ~~Medical Marijuana Dispensary~~ and the secondary ~~Medical-Marijuana Facility~~ operation, in addition to all required City permits and licenses.
- e. The applicant for a ~~Medical-Marijuana Dispensary~~ Commercial Zoning Permit shall provide the following plans and documentation for city review and approval.
 - (1) Site plan for the ~~Medical Marijuana Dispensary~~ that shall include a floor plan showing where the various activities will be conducted. No ~~medical marijuana~~ products shall be visible from the exterior of the building.
 - (2) All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction.
 - (3) A plan which reasonably shows that the ~~Medical-Marijuana Dispensary~~ is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the ~~Medical-Marijuana Dispensary~~ is located.
 - (4) A security plan for review and approval by the Raytown Police Department, which reasonably shows that the ~~Medical-Marijuana Dispensary~~ can be kept secure from access by unauthorized persons both during and after normal operating hours and provides adequate overnight security for product trucks parked outside the ~~Medical Marijuana Dispensary~~ at any hour.

- (5) A parking plan that meets the required parking ratio for commercial uses as contained in Chapter 50, Article X of the Municipal Code. The parking plan shall also show loading docks and product truck circulation patterns to ensure that such deliveries do not interfere with proper parking and circulation of other vehicles on the property upon which the ~~Medical~~-Marijuana Dispensary is located.
- (6) A hazardous waste disposal plan for any unused product or hazardous materials used as part of normal operations by a ~~Medical~~-Marijuana Dispensary in accordance with 19 CSR 30-95.040 ~~100-~~.
- (7) All signage shall conform to the standards in Chapter 50, Article VIII of the Municipal Code and shall be reviewed and approved under a separate permit process.

(b) As a Conditional Use in the Neighborhood Commercial District (NC):

- a. ~~Medical~~ Marijuana Dispensary applicants in the Neighborhood Commercial (NC) District shall comply with all provisions of Chapter 50, Article V, of the Municipal Code, regarding Conditional Use Permit applications, including but not limited to the requirements of this section.
- b. A ~~Medical~~-Marijuana Dispensary shall have the appropriate state license pursuant to 19 CSR 30-95 ~~100~~. Applicant may apply for a Conditional Use Permit upon showing that the applicant has applied for this state license, but the Conditional Use Permit shall not be issued until such license has been obtained from the Missouri Department of Health and Senior Services.
- c. A ~~Medical~~-Marijuana Dispensary shall not be located closer than one thousand (1000) feet from any other ~~Medical~~-Marijuana Dispensary or ~~Medical~~-Marijuana Facility.
- d. No ~~Medical~~ Marijuana Dispensary shall be located within one thousand (1000) feet of any Elementary or Secondary School, Daycare, or Church.
- e. No ~~Medical~~-Marijuana Dispensary shall be located within five hundred (500) feet of a residentially zoned district.
- f. The Applicant for a ~~Medical~~ Marijuana Dispensary Conditional Use Permit shall provide the following plans and documentation for city review and approval.
 - (1) A site plan for the ~~Medical~~ Marijuana Dispensary shall include a floor plan showing where the various activities will be conducted. No ~~medical~~-marijuana products shall be visible from the exterior of the building.
 - (2) All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction.

- (3) A plan which reasonably shows that the ~~Medical~~ Marijuana Dispensary is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the ~~Medical~~ Marijuana Dispensary is located.
 - (4) A security plan for review and approval by the Raytown Police Department, which reasonably shows that the ~~Medical~~ Marijuana Dispensary can be kept secure from access by unauthorized persons both during and after normal operating hours and provides adequate overnight security for product trucks parked outside the ~~Medical~~ Marijuana Dispensary at any hour.
 - (5) A parking plan that meets the required parking ratio for commercial uses as contained in Chapter 50, Article X of the Municipal Code. The parking plan shall also show loading docks and product truck circulation patterns to ensure that such deliveries do not interfere with proper parking and circulation of other vehicles on the property.
 - (6) A hazardous waste disposal plan for any unused product or hazardous materials used as part of normal operations by a ~~Medical~~ Marijuana Dispensary in accordance with Missouri Department of Health and Senior Services guidelines.
 - (7) All signage shall conform to the standards in Chapter 50, Article VIII of the Municipal Code and shall be reviewed and approved under a separate permit process.
- (c) When a Conditional Use Permit is applied for, the Conditional Use Permit, if approved, shall be personal to the applicant at the approved site and shall not run with the land. In addition, the Conditional Use Permit shall be subject to the applicant's continued compliance with all applicable city ordinances and state law regarding operation of a ~~Medical~~ Marijuana Facility. The Conditional Use Permit shall not be portable with the applicant and shall be reviewed annually by the Community Development Department for compliance. In the event the applicant's state-issued license expires for any reason, the Conditional Use Permit shall terminate immediately.
 - (d) If any change occurs from the permitted use of a structure as a ~~Medical~~ Marijuana Dispensary, a new Conditional Use Permit shall be required in all cases. ~~Medical~~ Marijuana Dispensaries located in the Highway Commercial (HC) District that comply with Section 50-584(a) of the Raytown Municipal Code, regarding secondary ~~Medical~~ Marijuana Facility activities in the same structure constituting 25% or less of both overall floor area and revenue, are not required to apply for a Conditional Use Permit.
 - (e) The state licensed operator of any ~~Medical~~ Marijuana Dispensary shall provide a copy of their state license, issued by the Missouri Department of Health and Senior Services, to the Community Development Department annually to confirm their continuing licensed status with the State of Missouri. In the case of a ~~Medical~~ Marijuana Dispensary that was granted a Conditional Use Permit by the City, the state licensed operator and the applicant to whom the Conditional Use Permit was issued shall be the same. The City may request such documentation at any time.

Sec. 50-585. ~~Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Transportation Facility and Marijuana-Infused Products Manufacturing Facility~~, Warehouse, and Microbusiness Wholesale Facility Siting Requirements

- (a) A ~~Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Transportation Facility, or Marijuana-Infused Products Manufacturing Facility~~, Warehouse, and/or Microbusiness Wholesale Facility may be located as a Conditional Use in the Industrial District (M), and shall comply with all provisions of Chapter 50, Article V, of the Municipal Code, regarding Conditional Use Permit applications, including but not limited to the requirements of this section.
- (b) A ~~Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Transportation Facility, or Marijuana-Infused Products Manufacturing Facility~~, Warehouse, and/or Microbusiness Wholesale Facility shall have the appropriate license pursuant to 19 CSR 30-95 100. Applicant may apply for a Conditional Use Permit upon showing that the applicant has applied for a state license for each ~~Medical Marijuana~~ Facility type applied for, but the Conditional Use Permit shall not be issued until such license from the Missouri Department of Health and Senior Services has been obtained.
- (c) A ~~Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana-Infused Products Manufacturing Facility, or Medical Marijuana Transportation Facility~~, or Warehouse may be permitted to operate together in a single location under a single Conditional Use Permit provided that the applicant has complied with the requirements of 19CSR 30-95.040 100.
- (d) No ~~Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Transportation Facility, or Marijuana-Infused Products Manufacturing Facility~~, Warehouse, and/or Microbusiness Wholesale Facility, shall be located within one thousand (1000) feet of any Elementary or Secondary School, Daycare, or Church.
- (e) No ~~Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Transportation Facility, or Marijuana-Infused Products Manufacturing Facility~~, Warehouse, and/or Microbusiness Wholesale Facility, shall be located within five hundred (500) feet of a residentially zoned district.
- (f) The applicant for a ~~Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Transportation Facility, or Marijuana-Infused Products Manufacturing Facility~~, Warehouse, and/or Microbusiness Wholesale Facility, shall provide the following plans and documentation for city review and approval.
 - a. A site plan for the operation that also includes a floor plan for any internal facilities showing where the various activities will be conducted. No medical marijuana products or plants shall be visible from the exterior of the ~~Medical Marijuana~~ Facility.
 - b. All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction related to a Facility.

- c. A plan which reasonably shows that the ~~Medical~~ Marijuana Facility is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the ~~Medical~~ Marijuana Facility is located.
 - d. A security plan which reasonably shows that the ~~Medical~~ Marijuana Facility can be kept secure from access by unauthorized persons both during and after normal operating hours.
 - e. A parking plan that meets the required parking ratio for Industrial Districts as contained in Chapter 50, Article X. of the Municipal Code.
 - f. A hazardous waste disposal plan for any unused product or hazardous materials used as part of normal operations by a ~~Medical~~ Marijuana Facility in accordance with Missouri Department of Health and Senior Services guidelines.
 - g. All signage shall conform to the standards in Chapter 50, Article VIII of the Municipal Code and shall be reviewed and approved under a separate permit process.
- (g) The applicant for a ~~Medical~~ Marijuana Cultivation Facility, Testing Facility, ~~Medical~~ Marijuana Transportation Facility, or Marijuana-Infused Products Manufacturing Facility, ~~Warehouse, and/or Microbusiness Wholesale Facility~~, shall comply with ~~Chapter 39 of the 2018~~ the International Fire Code, which is ~~version~~ currently adopted by the Raytown Fire District, and acquire any operational permits as required by the Fire District, and provide a copy of such permit to the City prior to issuance of the Conditional Use Permit.
- (h) The Conditional Use Permit, if approved, shall be personal to the applicant and shall not run with the land. In addition, the Conditional Use Permit shall be subject to the applicant's continued compliance with all applicable city ordinances and state law regarding operation of a ~~Medical~~ Marijuana Facility. The Conditional Use Permit shall be reviewed annually by the Community Development Department for compliance. In the event the applicant's state-issued license expires for any reason, the Conditional Use Permit shall terminate immediately.
- (i) If any change occurs from the original permitted use of a structure as a ~~Medical~~ Marijuana Facility, a new Conditional Use Permit shall be required in all cases.
- (j) The state licensed operator of any ~~Medical~~ Marijuana Facility shall provide a copy of their state license, issued by the Missouri Department of Health and Senior Services, to the Community Development Department annually to confirm their continuing licensed status with the State of Missouri. The state licensed operator and the applicant to whom the Conditional use Permit was issued shall be the same. The City may request such documentation at any time.

Sec. 50-586. -Residential Medical or Recreational Marijuana Operations

- (a) Should a Qualifying Patient or Primary Caregiver decide to cultivate medical marijuana at their residence, the Qualifying Patient or Primary Caregiver shall do so in accordance with 19 CSR ~~30-95~~ 100
- (b) All residential medical marijuana cultivation by a Qualifying Patient or primary Caregiver shall be kept in an Enclosed, Locked Facility in accordance with 19 CSR ~~30-95.010~~ 100.
- (c) All residential ~~recreational or~~ medical marijuana cultivation by a ~~Recreational Consumer~~, Qualifying Patient or a Primary Caregiver shall be done in such a way as to prevent odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot upon which the medical marijuana plants are located.
- (d) All residential medical marijuana cultivation by a Qualifying Patient or Primary Caregiver shall be in conformance with ~~Chapter 39 of the 2018 International Fire Code, which is~~ the International Fire Code Version currently adopted by the Raytown Fire District, and acquire any operational permits as required by the Fire District.
- (e) Up to two (2) Adult Use Marijuana Consumers with valid State of Missouri-issued consumer personal cultivation identification cards may reside in a single residential dwelling for the purpose of cultivating marijuana for their own personal use in accordance with 19 CSR 100. All amounts of prepared dried marijuana cultivated on the premises exceeding three ounces shall be kept in a secure locked facility in accordance with 19 CSR 100.

Sec. 50-587. -Disposal of Medical Marijuana

No person shall dispose of ~~medical~~-marijuana or ~~medical~~-marijuana-infused products, extracts, and waste materials except in accordance with 19 CSR ~~30-95.040~~ 100.

CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
REGULAR MEETING
MINUTES

June 1, 2023
7:00 pm
Council Meeting Chambers

1. Welcome by Chairman Wilson

Vice Chairman Frazier called the meeting to order at 7:00 PM. The sign in sheet from the meeting is attached to the back of these minutes.

2. Call meeting to order and Roll Call.

Wilson:	Absent	Thurman:	Present	Emerson:	Absent
Stock:	Present	Frazier:	Present	Sneddon:	Present
Meyers:	Absent	Bruenger:	Present	Jean-Paul	Present

3. Approval of Minutes:

Minutes of the May 11, 2023, Regular Meeting were amended by changing Ms. Stock to Ms. Emerson on item No.8 and were approved 6-0 upon motion by Ms. Stock and second by Ms. Thurman.

4. Public Discussion: None.

5. Old Business:

A. Case No.: PZ 2023-03:

Applicant: City of Raytown

Reason: Amending Chapter 50, Article 12, of the Raytown Municipal Code to Conform to New State of Missouri Regulations Issued Following Voter Approval of a Constitutional Amendment Approving Recreational Marijuana on November 8, 2022.

1. Introduction of Application by Chairman.

Vice-Chairman Frazier opened the hearing and introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No commissioners reported ex parte communication in relation to this application.

3. Enter Relevant Exhibits into the Record.

Chris Gilbert entered Missouri Dept. of Health and Senior Services (DHS) Proposed New Rule under 19 CSR 100 into the record as Obtained from its website with an Estimated Effective date of July 30, 2023. This document is large in size and is not attached to these minutes but can be freely downloaded from the DHS website. Other documents entered into the record by staff include the power point presentation, staff report, and supporting documents.

4. Staff Presentation of the Application.

Chris Gilbert, Planning & Zoning Coordinator, provided the staff report, and reviewed the proposed text amendments.

5. Public Comments on Application.

No person from the public spoke during this hearing.

6. Commission Discussion.

The commissioners asked questions of staff which were answered.

7. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Ms. Thurman motioned and Mr. Jean-Paul seconded to recommend approval of the proposed text amendments to the Board of Aldermen.

VOTE: Motion passed 6-0. Case proceeds to Board of Aldermen on July 11, 2023.

6. New Business:

A. Case No.: PZ 2023-04:

Applicant: Eduardo Ruiz, Ruiz and Sons

Reason: Conditional Use Permit Approval for Car Wash to be Located at 5318 Raytown Road in an NC, Neighborhood Commercial, District

1. Introduction of Application by Chairman.

Vice-Chairman Frazier opened the hearing and introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

No commissioners reported ex parte communication in relation to this application.

3. Enter Relevant Exhibits into the Record.

The applicant entered a series of color photos taken of the property into the record showing the condition of the property and the extent to which they went to get it back into serviceable condition. Other documents that were entered by staff include the power point presentation, staff report, and supporting documents.

4. Applicant Presentation of Application.

The applicant explained the scope of the application to fix the property back up and use it as its original car wash use.

5. Staff Presentation of the Application.

Chris Gilbert, Planning & Zoning Coordinator, provided the staff report, providing the background of the request, use intentions for the property, analysis of the application, and recommendation to approve with specific conditions contained in the staff report.

6. Public Comments on Application.

No person from the public spoke on this application.

7. Commission Discussion.

The commissioners asked questions of staff and the applicant which were answered.

8. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Jean-Paul motioned, and Mr. Sneddon seconded, to recommend approval of the application to the Board of Aldermen.

VOTE: Motion passed 6-0. Case proceeds to the Board of Aldermen on July 11, 2023.

7. Other Business- None

8. Set Future Meeting Date – Next scheduled meeting date is July 6, 2023.

9. Meeting was Adjourned at 7:48 PM by acclamation.

CITY OF RAYTOWN

Request for Board Action

DATE SUBMITTED: 07/06/2023

MEETING DATE: July 11, 2023

SUBMITTED BY:

DEPARTMENT: Parks

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Board of Aldermen approval of Parks & Recreation to accept the Land and Water Conservation Fund (LWCF) grant for a \$1,012,000.00 project to demolish and complete site improvements on the 53rd Street property.

BACKGROUND/JUSTIFICATION

This grant program is a 50% matching grant that will reimburse the City of Raytown for work completed and costs related to the project. The Parks & Recreation Department was one of only 12 entities in the state of Missouri that has been awarded this grant opportunity for 2023.

The property at 53rd Street is already under the LWCF grant obligations and accepting the 2023 grant will not encumber new restrictions or demands onto the property. The Parks & Recreation Department. has been awarded funding through the LWCF grant 12 times previously at several of our Park locations dating back to the first in 1972, and most recently in 2022.

The Administration process is to pay invoices for work and materials, and then submit invoices and receipts to the MoDNR for reimbursement at a 50% rate of return. Engineering fees, construction costs, and reimbursement of staff time are all applicable expenses that can be submitted to the Missouri Department of Natural Resources.

The Parks & Recreation Department has budgeted for the CIP LWCF project in FY2023.

Alternatives: Do not approve the project and direct staff to seek alternate funding methods for the demolition project at 53rd Street.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

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FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	\$1,012,000.00
Funding Source/Account #:	Park Fund 201-92-00-753-57000

REVIEWED BY

Damon Hodges Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Reso LWCF Grant Acceptance 2023
2.	Reso LWCF acceptance 06-20-2022 attachment

SUPPORTING DOCUMENTS (FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

A RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF GRANT FUNDS FROM THE MISSOURI DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND IN THE AMOUNT OF \$1,012,000.00 TO DEMOLISH AND COMPLETE IMPROVEMENTS ON THE 53RD STREET PROPERTY

WHEREAS, the City of Raytown (the “City”) approves the acceptance of grant funds from the Missouri Department of Natural Resources Land and Water Conservation Fund in the amount of \$1,021,000.00 to demolish and complete improvements on the 53rd Street Property; and

WHEREAS, the City desires to accept this grant and begin project work during Fiscal Year 2022-2023; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City to authorize and approve the acceptance of the grant funds from the Missouri Department of Natural Resources Land and Water Conservation Fund in the amount of \$1,021,000.00 to demolish and complete improvements on the 53rd Street Property;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT acceptance of the grant funds from the Missouri Department of Natural Resources Land and Water Conservation Fund in the amount of \$1,021,000.00 to demolish and complete improvements on the 53rd Street Property, is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all other documents necessary or incidental thereto and to take any and all actions necessary to effectuate the terms of the grant on behalf of the City and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 11th of July, 2023.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney



MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION

RECIPIENT NAME Raytown Parks & Recreation Department		RECIPIENT TELEPHONE NUMBER WITH AREA CODE 816-358-4100	
ADDRESS 5912 Lane Ave		CITY Raytown	STATE MO ZIP CODE 64133
UNIQUE ENTITY ID EG7AQG9A5XZ1	AWARD NUMBER 29-01758	BUDGET PERIOD 2/24/2023-5/31/2025	PROJECT PERIOD 2/24/2023-5/31/2025
RECIPIENT PROJECT MANAGER NAME Dave Turner		RECIPIENT PROJECT EMAIL ADDRESS davet@raytownparks.com	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE 816-358-4100

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

53rd Street Property Redevelopment – Demolish of all buildings, concrete pools, pump houses, water treatment equipment, water slides and towers. The parking lot will be cut down to around 200 car capacity and a large and small dog park will replace the parking lot on the east and south side. Each dog park will be fenced in and include a water station for the patrons and dogs, benches and a concrete pad entry way. The water mains, gas and electrical utility lines will be removed and installed in location needed for next phase development. Electrical lines will be buried. The water park side of the property will be completely regraded to a more flat and accessible grade and to control water runoff. Special Condition: Archaeological monitoring has been requested by the Osage Nation for soil disturbing activities that are below 4 feet of the surface. The Recipient has an approved Waiver of Retroactivity for tree removal starting on 2/24/2023. The Recipient shall be entitled to reimbursement for or use as match (in accordance with the cost-share ratio, costs up to \$65,000 incurred on or after July 6, 2021. Pre-Award cost must be allowable, allocable, and reasonable under the terms and conditions of this agreement and in accordance with the approved project budget. If charges to the award, these cost must be charges to the initial budget period of the award.

TYPE OF ASSISTANCE New Award ☒ Amendment ☐	SOURCE OF FUNDING Federal ☒ State ☐ Other ☐	CFDA NUMBER 15.916	CFDA NAME Outdoor Recreation Acquisition, Development & Planning
STATE PROJECT MANAGER NAME Patti Reed		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 751-8661	INDIRECT COST RATE FOR RECIPIENT 0.00%
RESEARCH AND DEVELOPMENT YES ☐ NO ☒	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 506,000.00	50 %	\$ 0.00	0 %	\$ 506,000.00	50 %
State/Other Award:	\$ 0.00	0 %	\$ 0.00	0 %	\$ 0.00	0 %
Recipient Match:	\$ 506,000.00	50 %	\$ 0.00	0 %	\$ 506,000.00	50 %
Total Award:	\$ 1,012,000.00	100 %	\$ 0.00	0 %	\$ 1,012,000.00	100 %

AGREEMENT ADMINISTRATION

THE ATTACHMENTS IDENTIFIED BELOW ARE INCORPORATED BY REFERENCE AS THOUGH FULLY RESTATED HEREIN. THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES 2022 Administrative Guide is Attachment #1, Application is Attachment #2		APPLICATION NUMBER	RECIPIENT APPLICATION, AS NEGOTIATED, DATED 12/8/2022		
BUDGET PLAN Attachment # In #2	DETAILED SCOPE OF WORK Attachment # In #2	SPECIAL CONDITIONS Attachment # In #1	GENERAL TERMS AND CONDITIONS Attachment # In #1	SUSPENSION/DEBARMENT Attachment # In #1	PUBLIC LAW Attachment #
PUBLICATIONS Attachment #	EPA MB/EWBE UTILIZATION Attachment # In #1	CERTIFICATE REGARDING LOBBYING Attachment # In #1	INVOICE Attachment #	ADDITIONAL ATTACHMENTS Attachment # Federal award Attachment #	

AMENDMENT INFORMATION

AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)
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FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

Land & Water Conservation Fund -- provides matching grants to states and local governments for the acquisition and development of public outdoor recreation areas and facilities.

FEDERAL AWARING AGENCY National Park Service		FEDERAL AWARD ID NUMBER P23AP00512	PASS THROUGH ENTITY NAME MoDNR, MSP
FEDERAL FUNDING YEAR 2022	FEDERAL AWARD DATE 5/16/2023	TOTAL AMOUNT OF FEDERAL AWARD \$ 506,000	INDIRECT COST RATE FOR MoDNR %
HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES ☐ NO ☐ *This question is optional.			
IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES ☐ NO ☐ *This question is optional.			

APPROVAL		
I am at least 18 years old, and certify I am duly authorized to accept this award for recipient using electronic signature. The recipient understands and agrees it is a condition precedent to receive reimbursement that recipient comply with and is not in breach or default of all terms and conditions of this award stated above and attached hereto, and that no request for reimbursement will be processed unless it is presented in proper form.		
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED)	SIGNATURE	DATE
David Turner, Director, City of Raytown Parks & Recreation Depart.		
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED)	SIGNATURE	DATE
David Kelly, Director, Missouri State Parks		

780-2664 (2-23)

Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (<http://www.sam.gov>).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CDFA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking "Yes" in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement amount is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.

Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter "1" if it is the first amendment, enter "2" if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by \$500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division, Program*.
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at <http://n-nr1ntra.ads.state.mo.us/das/rates-current.htm>.

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.

CITY OF RAYTOWN

Request for Board Action

DATE SUBMITTED: 07/06/2023

MEETING DATE: July 11, 2023

SUBMITTED BY:

DEPARTMENT: Parks

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Board of Aldermen approval of Parks & Recreation to accept the FY 2023 Community Project Funding Grant for a \$3,000,000 project through the OMNIBUS bill.

BACKGROUND/JUSTIFICATION

This funding program is administered by HUD and will provide the Raytown Parks Department with \$3,000,000 in funds to renovate properties at 53rd ST (formerly Super Splash), and Kenagy Park. This grant program was approved by the US Congress in December of 2022, and the project completion deadline date is August 31, 2031.

By accepting this grant opportunity, the Parks Department can begin submitting invoices for work related to the project and receive funds to pay for the engineering design, environmental study, and the construction that will take place at both locations.

This OMNIBUS FY-2023 CPF Grant is a 100% funding grant source with no matching funds from the City of Raytown required.

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Alternatives: Do not accept the FY-2023 CPF Grant and direct staff to seek alternate methods of funding improvement projects at Kenagy Park and 53rd ST property.

RECOMMENDED MOTION

PREVIOUS ACTION

Staff recommends approval as submitted.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:

Amount of Request/Contract:	
Amount Budgeted:	\$3,000,000.00
Funding Source/Account #:	Park Fund: 201-92-00-754-57000, 201-92-00-755-57000

REVIEWED BY

Damon Hodges Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Reso OMNIBUS Grant Acceptance 2023
2.	Reso OMNIBUS acceptance attachment

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

A RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF THE 2023 COMMUNITY PROJECT FUNDING GRANT FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE AMOUNT OF \$3,000,000.00 TO RENOVATE PROPERTY AT 53RD STREET AND KENAGY PARK

WHEREAS, the City of Raytown (the “City”) approves the acceptance of the 2023 Community Project Funding grant from the Department of Housing and Urban Development (HUD) in the amount of \$3,000,000.00 to renovate property at 53rd Street and Kenagy Park; and

WHEREAS, the City desires to accept this grant and begin project work during Fiscal Year 2022-2023; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City to authorize and approve the acceptance of the 2023 Community Project Funding grant from the Department of Housing and Urban Development in the amount of \$3,000,000.00 to renovate property at 53rd Street and Kenagy Park;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT acceptance of the 2023 Community Project Funding grant funds from the Department of Housing and Urban Development in the amount of \$3,000,000.00 to renovate property at 53rd Street and Kenagy Park, is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all other documents necessary or incidental thereto and to take any and all actions necessary to effectuate the terms of the grant on behalf of the City and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 11th of July, 2023.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-MO-0908**

Grantee Name: City of Raytown Parks Department

Grantee Address: ,

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-MO-0908

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Raytown Parks Department (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$3,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development - Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 07/06/2023

MEETING DATE: July 11, 2023

SUBMITTED BY:

DEPARTMENT: Finance

Document Type: Resolution Budget Amendment

SUBJECT/REQUEST

Staff requests approval of resolution to approve the reappropriation of Purchase Orders and amounts still outstanding from previous fiscal year.

BACKGROUND/JUSTIFICATION

The attached Exhibit "A" shows all purchase orders and amounts that were previously approved in fiscal year 2021-2022 that still have outstanding amounts to be expended. These represent items that, because of timing, could not be completed in that fiscal year but are in progress.

RECOMMENDED MOTION

Approve the resolution.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account #:	

REVIEWED BY

Michael Graham
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Reso Budget Reappropriation FY2020-2021 to FY2022-2023
2.	Reso Budget Reappropriation from FY2020-2021 to FY2022-2023 - Accounts

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

**A RESOLUTION AMENDING FISCAL YEAR 2022-2023 BUDGET TO REAPPROPRIATE
VARIOUS EXPENDITURES INCOMPLETE FROM THE PREVIOUS YEAR**

WHEREAS, there is a need to reappropriate purchase orders from the FY2021-2022 budget to FY2022-2023 budget; and

WHEREAS, in order to implement the necessary budget adjustments, the Board of Aldermen find it is in the best interest of the City to amend Resolution R-3486-22, adopting the budget for Fiscal Year FY 2022-2023 as set forth in Exhibit "A" attached hereto;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE
CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

THAT the Fiscal Year 2022-2023 Budget approved by Resolution R-3486-22 is hereby amended as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 11th day of July, 2023.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney

2021/2022 Rollover Projects

	Account	Amount	Project Description	Project #	PO #	Off-Set Account
PD	101-32-00-100-53999	\$ 4,298	KCMO Radio Connection		22-16664	101-32-00-000-20008
PD	205-32-00-100-57000	\$ 16,540	Vehicle Upfit		21-16514-R1	205-00-00-000-20008
PD	207-32-00-100-57000	\$ 3,900	Vehicle Upfit		21-16516-R1	207-00-00-000-20008
PD	207-32-00-100-57000	\$ 106	Vehicle Upfit		21-16515-R1	207-00-00-000-20008
PD	207-32-00-100-57000	\$ 3,925	Radio System		22-17333	207-00-00-000-20008
PD	207-32-00-100-57000	\$ 2,771	Vehicle Upfit		21-16514-R1	207-00-00-000-20008
PD	Total	<u>\$ 31,539</u>				
PW	101-62-00-100-52250	6,552.00	MS4-Compliance and instigation of permit (consulting services)		22-17684	
PW	204-62-00-100-53600	13,775.00	Custom Lighting Service LLC #4751	On-Call	22-17117	
PW	204-62-00-100-53600	108,541.06	COOP with KCMO	MS-2022-05	22-17528	
PW	204-62-00-100-57000	6,161.41	Lamp- Alley Design	MS-2022-04	22-17336	
PW	205-62-00-100-57000	31,784.00	She Digs It -	SWM-2021-01-B	21-17007	
PW	205-62-00-100-57000	1,413.79	City Works - Timmons Group		21-15664-R1	
PW	205-62-00-100-57000	4,341.83	Lamp Rynearon	SWM-2021-01-A	21-16023-R1	
PW	Total	<u>172,569.09</u>				
	Total Rollover	<u>\$ 204,108.37</u>				

EXHIBIT A
City of Raytown Missouri
Listing Of all Budget Adjustments from From FY2021/2023

Department	Amount	Line Item	Account Number	Offset Account	Justification
1 Police	4,298 (4,298)	Contractual Services	101-32-00-100-53999	General Fund	KCMO Radio Connection KCMO Radio Connection
2 Police	16,540 (16,540)	Capital Exenditures	205-32-00-100-57000	Capital Sales Tax Fund	Vehicle Upfit Vehicle Upfit
3 Police	6,777 3,925 (10,702)	Capital Expenditures Capital Expenditures	207-32-00-100-57000 207-32-00-100-57000	Public Safety Sales Tax Fund	Vehicle Upfit Radio System
4 Public Works	6,552 (6,552)	Professional Services	101-62-00-100-52250	General Fund	MS4-Compliance and instigation of permit MS4-Compliance and instigation of permit
5 Public Works	108,541 13,775 (122,316)	Repair and Maintenance Repair and Maintenance	204-62-00-100-53600 204-62-00-100-53600	Transportation Sales Tax Fund	KCMO COOP road repair Custom Lighting - on-call services
6 Public Works	6,161 (6,161)	Captital Expenditures	204-62-00-100-57000	Transportation Sales Tax Fund	Alley Design
7 Public Works	31,784 1,414 4,342 (37,540)	Capital Expenditures Capital Expenditures Capital Expenditures	205-62-00-100-57000 205-62-00-100-57000 205-62-00-100-57000	Capital Sales Tax Fund	Stormwater maintenance Public Works Maintenance operations Consulting Stormwater master plan
Total roll over	\$ 204,109				

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 07/07/2023

MEETING DATE: July 11, 2023

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Authorization to approve an agreement with Heartland Traffic Services, Inc. for pavement marking paint improvements at a cost not to exceed \$65,000.00.
--

BACKGROUND/JUSTIFICATION

Public Works staff invited formal bids for the citywide Pavement Marking Project. This project will re-paint the pavement markings on 16 street sections, totaling 10.3 miles of roadway. The map depicting these streets is attached. This work will consist of re-stripping existing pavement markings with reflective beads for 4" wide white paint, 4" wide yellow paint, 12" wide crosswalks, 24" wide stop bars, and turns arrows. Bids were due on Wednesday, May 31st, 2023 by 2:00pm. The Public Works Department received one (1) sealed bid for the project which is listed below.

Heartland Traffic Services LLC	\$59,108.85
--------------------------------	-------------

Staff evaluated the bid and concluded that Heartland Traffic Services, Inc. was the lowest responsive and responsible bidder with a base bid of \$59,108.85. Staff recommends the award of an agreement to Heartland Traffic Services, Inc. and is requesting purchasing authority up to \$65,000.00, which is approximately an additional 10% over the base bid, to accommodate for potential change orders on this project, and matches the budgeted amount.

This is to be funded out of the Transportation Sales Tax Fund. The total project was budgeted for \$65,000.00 in account 204-62-00-100-53600 for Contracted Street Maintenance.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

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COMMISSION/COMMITTEE REVIEW

--

FINANCIAL IMPACT

Contractor:	Twin Traffic Marking
Amount of Request/Contract:	\$ 59,108.85
Amount Budgeted:	\$ 65,000.00
Funding Source/Account #:	204-62-00-100-53600

REVIEWED BY

Michael Graham Jennifer Baird Damon Hodges Teresa Henry
--

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Reso Pavement Marking-Heartland Traffic 2023
2.	Reso Pavement Marking-Hearland Traffic 2023 Agreement
3.	2023 Striping Project Location Map
4.	2023 Striping Project Bid Results
5.	2023 Striping Bid Recommendation Letter
6.	Bid Submittal - Heartland

SUPPORTING DOCUMENTS (FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		Not Applicable
Certificate of Insurance:		On File per request
E-Verify Affidavits:		Not Applicable
E-Verify proof of enrollment:		Not Applicable
Bond:	X	On File per request
IRS Form W-9:		Already on File
Bid/RFP/RFQ: (submit all)	X	
Bid/RFP/RFQ Tabulation:	X	
Bid Waiver: Sole source or less than three bids		Not Applicable
Contractor address and email:	X	
Project Exemption Certificate needed:		Not Applicable
Other:	X	Anti-Collusion Statement Affidavit of Work Authorization

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH HEARTLAND TRAFFIC SERVICES, INC. FOR THE CITYWIDE PAVEMENT MARKING PROGRAM, IN A TOTAL AMOUNT NOT TO EXCEED \$65,000.00

WHEREAS, the City of Raytown (the “City”) issued a invitation to bid on the Citywide Pavement Marking Project; and

WHEREAS, the Public Works Department received one (1) bid in response to the invitation and has determined that the bid submitted by Heartland Traffic Services, Inc. was the most advantageous bid received; and

WHEREAS, the City finds Heartland Traffic Services, Inc. meets all of the qualifications as the lowest and best bidder for the project; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Heartland Traffic Services, Inc. for the Citywide Pavement Marking Project in an amount not to exceed \$65,000.00; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Heartland Traffic Services, Inc., attached hereto as Exhibit “A” and incorporated herein, for the Citywide Pavement Marking Project within the City, in an amount not to exceed \$65,000.00, is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 11th day of July, 2023.

ATTEST:

Michael McDonough, Mayor

Teresa M. Henry, City Clerk

APPROVED AS TO FORM:

Jennifer M. Baird, City Attorney

Project No. **TRM-2023-01**

**CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PUBLIC IMPROVEMENTS**

AGREEMENT BETWEEN CITY AND CONTRACTOR

FOR: 2023 Pavement Marking Project

THIS AGREEMENT BETWEEN CITY AND CONTRACTOR, hereinafter "Agreement," is made and entered into this ____ day of ____, 2023, by and between the City of Raytown, Missouri, hereinafter "City," and _____, hereinafter "Contractor."

WITNESSETH:

WHEREAS, City has prepared a Request for Proposal, Bid Form, this Agreement, and other Contract Documents, (hereinafter collectively "Contract Documents,") and City has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for the construction of public improvements in accordance with the terms of this Agreement including, but not limited to, the furnishing of the cost of materials, labor, tools and equipment; and

WHEREAS, Contractor, in response to the advertisement inviting sealed Bids, has submitted to City a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, City has publicly opened, examined and reviewed the Bids submitted, and as a result has determined and declared Contractor to be the best and most responsible Bidder for the construction of said public improvements, and has duly awarded to Contractor a contract upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid, attached hereto and made a part of this Agreement.

NOW THEREFORE, in consideration of the compensation to be paid to Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, City for itself and its successors, and Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other construction accessories, services and facilities required to construct and complete the Work as designated, described and required by the Contract Documents, to wit:

all in accordance with the Contract Documents, including but not limited to, the Request for Proposal, this Agreement, and other Contract Documents, on file with the City Clerk of Raytown, Missouri, all of which Contract Documents form this Agreement, and are as fully a part hereof as if repeated verbatim herein; all Work to be done in a good, substantial and workmanlike manner and to the satisfaction of City, and in accordance with the laws of the City of Raytown, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. City shall pay to Contractor for the performance of the Work embraced in this Agreement, and Contractor will accept in full compensation therefore, the sum of _____ (\$ _____) referred to as the Contract Price (subject to adjustment as provided by and in accordance with the Contract Documents), for all Work covered by and included in this Agreement, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents. City reserves the right to make additions and deletions to the Contract Documents as provided therein. The amount retained from any payment shall be governed by the General Conditions to this Agreement.

ARTICLE III. Contractor shall commence Work upon the date stated in the Notice to Proceed, and will complete all Work covered by this Agreement within the time specified in the Notice to Proceed. Time is of the essence.

ARTICLE IV. Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion hereof, without previous written consent of City. In case such consent is given, Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization, Work amounting to not less than fifty percent (50%) of the total Contract Price. No subcontracts, or other transfer of this Agreement, shall release Contractor of its liability under this Agreement and the bonds applicable hereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: 1.) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; 2.) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and its surety(ies); and 3.) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified in this Agreement, in the Contract Documents, as set forth in the insurance policy(ies) and bonds pertaining to liability and surety coverage.

ARTICLE VI. City and Contractor specifically agree that by executing this Agreement, the Contract Documents are not intended to create any third-party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein and the Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Missouri.

ARTICLE IX. All local, state and federal laws and requirements as described in the Contract Documents and General Conditions which apply to this Agreement shall be incorporated herein by reference.

ARTICLE X. Should any provision of this Agreement or the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Raytown, Missouri has caused this Agreement to be executed on its behalf and Contractor through Contractor's duly authorized officer or representative has executed three (3) counterparts of this Agreement in the prescribed form and manner, the day and year first above written.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER: CITY OF RAYTOWN, MISSOURI

Sign: _____

Print: Damon Hodges

Title: City Administrator

Date: _____

[SEAL]

ATTEST:

Sign: _____

Print: Teresa Henry

Title: City Clerk

Date: _____

CONTRACTOR: [SEAL]

Company: _____

By: _____
Signature

Print: _____

Title: _____

Address

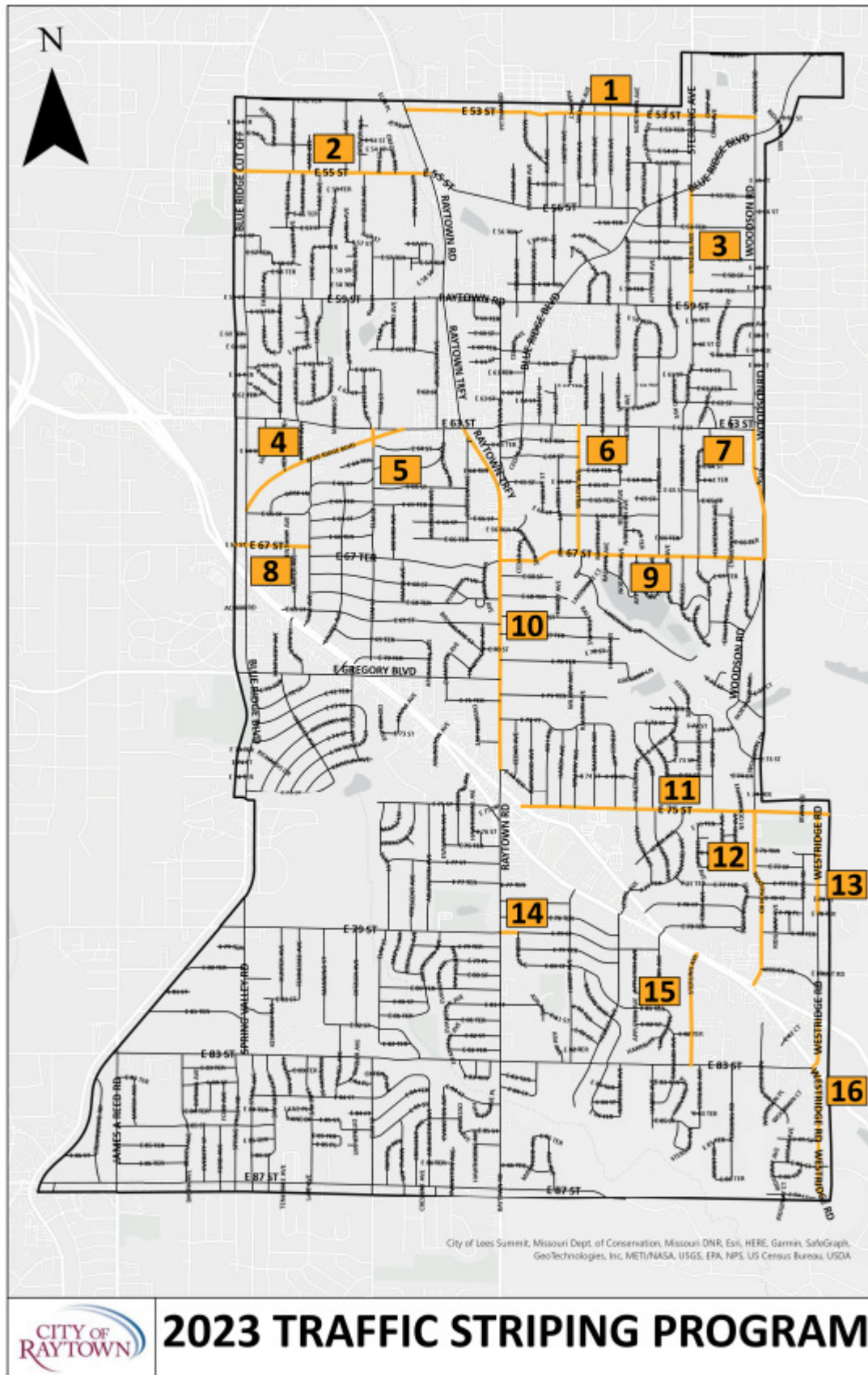
City, State, Zip

Phone No.

Email Address

(If the Contract is not executed by the president of the corporation or general partner of the partnership, Contractor must provide documentation which authorizes the signer to bind the corporation or partnership.)

Site locations map:





BID RESULTS

2023 Pavement Marking Project

Wed., May 31, 2023 -- 2:00pm

CONTRACTOR		Total Bid
1.	Heartland Traffic Services, Inc.	\$59,108.85

Engineer's Estimate	\$61,498.20
---------------------	-------------



Public Works Department

**10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
www.raytown.mo.us**



June 19, 2023

Robinson Camp
Director of Public Works
City of Raytown, MO

re: 2023 Pavement Marking Project Bid Recommendation Letter

Bids were received for the above referenced project on Wednesday, May 31, 2023.

One bid was received from Heartland Traffic Services, Inc. in the amount of \$59,108.85. The engineer's estimate for the project was \$61,498.20. This project was bid through the Drexel Technologies online plan-room, in which they contact their contractor base to let them know this is out to bid. City staff also directly emailed 5 pavement marking companies to make sure they knew we had this out to bid.

The Public Works Dept. hasn't previously worked with Heartland Traffic Services, but we have worked with the 2 companies that merged to form Heartland Traffic Services = Twin Traffic Marking Corp. and K&G Striping. PW staff has found both Twin Traffic and K&G to be qualified contractors.

The Public Works Department has reviewed the bid submittal and recommends that Heartland Traffic Services, Inc. be awarded the contract, in an amount not to exceed the budgeted amount of \$65,000. This additional 10% will accommodate potential changes on this project.

Sincerely,


Jason Hanson
City Engineer

Bid Tabulation
May 31, 2023
2:00 p.m.

2023 Pavement Marking Project



				1.			
				Heartland Traffic Services		Engineer's Estimate	
	Description	Est. Qty.	Units	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1.	4" Yellow Paint	50,922	LF	\$ 0.29	\$ 14,767.38	\$ 0.28	\$ 14,258.16
2.	4" White Paint	57,843	LF	\$ 0.29	\$ 16,774.47	\$ 0.28	\$ 16,196.04
3.	12" Crosswalks	1,786	LF	\$ 6.50	\$ 11,609.00	\$ 7.00	\$ 12,502.00
4.	24" Stop Bars	864	LF	\$ 12.00	\$ 10,368.00	\$ 13.00	\$ 11,232.00
5.	Turning Arrows	43	EA	\$ 130.00	\$ 5,590.00	\$ 170.00	\$ 7,310.00
Total Base Bid =				\$ 59,108.85		\$ 61,498.20	

Heartland Traffic Services, Inc. will not be using any subcontractors on this project.

Their bid submittal was complete and included the bid form, anti-collusion statement, affidavit of work authorization, and bid bond.

HEARTLAND

TRAFFIC SERVICES, INC
913-428-2575



To:	Heartland Traffic Servies Inc	Contact:	
Address:	626 N 47th St Kansas City, KS 66102	Phone:	
		Fax:	
Project Name:	RAYTOWN - 2023 PAVEMENT MARKING PROJECT	Bid Number:	2023-3223
Project Location:	Raytown, MO	Bid Date:	5/31/2023
Addendum #:	0		

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	4" YELLOW PAINT	50,922.00	LF	\$0.29	\$14,767.38
2	4" WHITE PAINT	57,843.00	LF	\$0.29	\$16,774.47
3	12" CROSSWALKS	1,786.00	LF	\$6.50	\$11,609.00
4	24" STOP BARS	864.00	LF	\$12.00	\$10,368.00
5	TURNING ARROWS	43.00	EACH	\$130.00	\$5,590.00

Total Bid Price: **\$59,108.85**

Notes:

- **General Terms:**
- Bid Price does not include payment performance bonds or waiver of subrogation. Each can be furnished for an additional cost as follows. Bond rate .62 of 1.25% waiver for \$250.00.
- Bid price does not include attaining any permits required to perform work.
- **Terms of Pavement Marking Bid Items:**
- We propose to furnish material and Labor in accordance with project specifications
- Areas to be clear and ready for striping activities.
- Pricing good for up to 60 days from bid date. Estimates beyond 60 days may change.
- Add 5% to total price if payment will be with credit card.

Payment Terms:

Payment in full due within 30 days of invoice date.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Heartland Authorized Signature: _____ Estimator: Bill Francis (913) 428-2575 bill.francis@twintraffic.com
---	--

RECEIVED

MAY 31 2023

Bid Proposal Form

CITY OF RAYTOWN

Due 5/31/2023, 2:00pm

2:00pm
MS

City of Raytown
2023 Pavement Marking Project

The undersigned hereby proposes to furnish all necessary equipment, materials, labor, supervision, and overhead to complete the pavement marking project. Sales tax should not be part of the unit price. All Equipment shall be F.O.B. to the jobsite. Include work detail sheets and project timeline.

<u>Item No</u>	<u>Item Name</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	4" Yellow Paint	50,922	LF	\$0.29	\$14,767.38
2.	4" White Paint	57,843	LF	\$0.29	\$16,774.47
3.	12" Crosswalks	1,786	LF	\$6.50	\$11,609.00
4.	24" Stop Bars	864	LF	\$12.00	\$10,368.00
5.	Turning Arrows	43	EA	\$130.00	\$5,590.00

Base Bid Total = \$59,108.85

Base Bid Total in Words: Fifty-nine thousand one hundred eight and eighty-five cents

Contractor Name: Heartland Traffic Services, Inc.

Date: 05-30-23

The Contract will be awarded to the lowest, responsible, and responsive bidder.

1. The undersigned further agrees to begin work, if the successful lowest, responsible, and responsive bidder, upon the date stated in the Notice to Proceed.
2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it has lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the Contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.
3. The undersigned further declares that it has carefully examined the Request for Proposal and other Contract Documents, and that it has inspected the actual location of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form it waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an Agreement within ten (10) calendar days from and after notice of the award of the Contract to said bidder, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.
5. It is understood that the City will pay monthly pay estimates submitted in accordance with the City of Raytown's claims policy and approved by the City Engineer, all as provided in the Contract Documents.
6. Undersigned acknowledge receipt of the Request for Proposal documents for the project including the following written addenda (insert "none" if none were received).

None

Enclosed is a certified check, cashier's check or bid bond in the amount of _____

two thousand nine hundred fifty-five dollars and fort-four cents Dollars (\$ 2,955.44)

which sum is five percent (5%) of the total bid. The undersigned agrees this security is subject to being forfeited to the City as liquidated damages and not as a penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Notice to Contractors, should this Bid be accepted and the Contract be awarded to this bidder and it should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to said City of Raytown, Missouri.

DATED this 30th day of May, 2023.

Heartland Traffic Services, Inc.
Contractor

By: print Preston Green
sign 

Senior Estimator
Title

626 N 47th Street, Kansas City, KS 66102
Address

913-428-2575
Telephone Number

preston.green@kgstriping.com
Email Address

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF Clay

Preston Green

being first duly sworn, deposes and says that he is

Chief Estimator

Title of Person Signing

of Heartland Traffic Services

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY [Signature]

BY _____

BY _____

SWORN to before me this 30th day of May 2023.

Karen Davis

Notary Public

My Commission Expires: 04-14-2027



AFFIDAVIT OF WORK AUTHORIZATION

Comes now Preston Green as Chief Estimator first being duly sworn, on my oath, affirm _____
name office held

Heartland Traffic Services is enrolled and will continue to participate in a federal work
company name

authorization program in respect to employees that will work in connection with the contracted services
related

to TRM-2023-01 for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).
bid number

I also affirm that Heartland Traffic Services does not and will not knowingly employ a person who
is company name

an unauthorized alien in connection with the contracted services related to TRM-2023-01 for the duration
bid number

of the contract, if awarded.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false
statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Preston Green
Signature (person with authority)

Preston Green
Printed Name

Chief Estimator
Title

05/30/23
Date

Subscribed and sworn to before me this 30th day of May, 2023. I am
commissioned as a notary public within the County of Clay, State of Missouri,
and my commission expires on 14th day of April, 2027.

Karen Davis
Signature of Notary

5/30/23
Date



BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Heartland Traffic Services
626 N 47th St
Kansas City, KS 66120

SURETY (Name and Address of Principal Place of Business):

XL Specialty Insurance Company
70 Seaview Avenue
Stamford, CT 06902

OWNER (Name and Address):

City of Raytown, Missouri
10000 E. 59th Street
Raytown, MO 64133

BID

Bid Due Date: May 31, 2023

Description (2022 Pavement Marking Project): 2023 Pavement Marking Project, No. TRM-2023-01

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): May 31, 2023

Penal sum Five Percent of Amount Bid \$ (5%)
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Heartland Traffic Services (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature

Preston Green
Print Name

Chief Estimator
Title

Attest: [Signature]
Signature

Karen Davis

SURETY

XL Specialty Insurance Company
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

William Reidinger
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Cassidy Kelly, Surety Specialist



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER Bid Bond
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware Insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

William Reidinger

each Its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on Its behalf, as surety, and as Its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by:

Gregory Boal

Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765

Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney Issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 31st day of May, 2023.



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 13th day of April, 2018.



XL REINSURANCE AMERICA INC.

by:

Gregory Boal
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765
Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney Issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 31st day of May, 2023.



Kevin M. Mirsch

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date

4/28/2024 12:00:00AM

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 07/06/2023

MEETING DATE: July 11, 2023

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Authorization to approve an agreement with McAnany Construction for street maintenance improvements at a cost not to exceed \$651,073.00.

BACKGROUND/JUSTIFICATION

The Public Works Department in conjunction with Lamp Rynearson, designed the improvement for 83rd Street, from Raytown Road to 350 Highway. The Public Works Department advertised the project on May 17, 2023. The City of Raytown received 1 sealed bid that was opened on Wednesday, June 7, 2023, at 2:00pm. The results are as followed:

Contractor	Main Bid – 83rd Street	Alternate – Norwood Court	Total
McAnany Construction	\$ 651,073.00	\$ 46,239.50	\$ 700,312

Due to the budget restrictions, the recommendation is to only complete the 83rd Street portion of the project, and not complete the alternate bid containing Norwood Court.

The 83rd Street project will consist of spot curb/gutter repairs, 3" asphalt repairs, sidewalk repairs, ADA improvements, utility lid adjustments, and pavement markings. The whole section of road will receive UBAS surface over it.

Ultrathin Bonded Asphalt Surface (UBAS) is a hot mix asphalt overlay (0.5-inch) placed over a heavy asphalt emulsion layer or membrane. The system is placed on a structurally sound flexible pavement that may exhibit minor amounts of raveling or cracking. The primary function of the ultra-thin bonded wearing course is to provide a durable, friction resistant surface on an existing flexible pavement to restore a smooth surface.

The current Transportation Sales Tax Fund budget has \$865,000.00 budgeted in Repairs and Maintenance Services for contracted street maintenance, surface treatment.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	McAnany Constrution
Amount of Request/Contract:	\$ 651,073.00
Amount Budgeted:	\$ 500,000.00
Funding Source/Account #:	204-62-00-100-53600

REVIEWED BY

Damon Hodges
 Michael Graham
 Jennifer Baird
 Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso 2023 McAnany Construction UBAS Project
2. Reso 2023 McAnany Construction UBAS Project Agreement
3. 2023 UBAS Map Location
4. 2023 UBAS Project Bid Results
5. 2023 UBAS Bid Recommendation Letter
6. Bid Submittal - McAnany

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Secretary of State:		Not Applicable
Certificate of Insurance:		On File per request
E-Verify Affidavits:		Not Applicable
E-Verify proof of enrollment:		Not Applicable
Bond:	X	
IRS Form W-9:		Already on File
Bid/RFP/RFQ: (submit all)	X	
Bid/RFP/RFQ Tabulation:	X	
Bid Waiver: Sole source or less than three bids		Not Applicable
Contractor address and email:	X	
Project Exemption Certificate needed:		Not Applicable

Other:	X	Anti-Collusion Statement Affidavit of Work Authorization
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A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MCANANY CONSTRUCTION INC. FOR THE 2023 ULTRATHIN BONDED ASPHALT SURFACE PROJECT IN AN AMOUNT NOT TO EXCEED \$651,073.00 FOR FISCAL YEAR 2022-2023

WHEREAS, the City of Raytown (the “City”) issued a invitation to bid on its 2023 Ultrathin Bonded Asphalt Surface Project for street maintenance within the City; and

WHEREAS, the Public Works Department received one (1) bid in response to the invitation and has determined that the bid submitted by McAnany Construction Inc. in the amount of \$651,073.00 for the 2023 Ultrathin Bonded Asphalt Surface Project was the most advantageous bid received; and

WHEREAS, the City finds McAnany Construction Inc. meets all of the qualifications as the lowest and best bidder for the project; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with McAnany Construction Inc. in the amount of \$651,073.00 for such purposes; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with McAnany Construction Inc., attached hereto as Exhibit “A” and incorporated herein, for the 2023 Ultrathin Bonded Asphalt Surface Project within the City, in an amount not to exceed \$651,073.00, is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 11th day of July, 2023.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

Project No. _____

**CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PUBLIC IMPROVEMENTS**

**AGREEMENT BETWEEN CITY
AND CONTRACTOR**

FOR: 2023 UBAS Project

THIS AGREEMENT BETWEEN CITY AND CONTRACTOR, hereinafter "Agreement," is made and entered into this __ day of _____, 20____, by and between the City of Raytown, Missouri, hereinafter "City," and _____, hereinafter "Contractor."

WITNESSETH:

WHEREAS, City has prepared a Notice to Bidders, Instructions to Bidders, Bid Form, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, (hereinafter collectively "Contract Documents"), and City has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for the construction of public improvements in accordance with the terms of this Agreement including, but not limited to, the furnishing of the cost of materials, labor, tools and equipment; and

WHEREAS, Contractor, in response to the advertisement inviting sealed Bids, has submitted to City a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, City has publicly opened, examined and reviewed the Bids submitted, and as a result has determined and declared Contractor to be the best and most responsible Bidder for the construction of said public improvements, and has duly awarded to Contractor a contract upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid, attached hereto and made a part of this Agreement.

NOW THEREFORE, in consideration of the compensation to be paid to Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, City for itself and its successors, and Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other construction accessories, services and facilities required to construct and complete the Work as designated, described and required by the Contract Documents, to wit:

UBAS street maintenance with spot curb, sidewalk, base repairs, and sidewalk ramp construction

all in accordance with the Contract Documents, including but not limited to, the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions, on file with the City Clerk of Raytown, Missouri, all of which Contract Documents form this Agreement, and are as fully a part hereof as if repeated verbatim herein; all Work to be done in a good, substantial and workmanlike manner and to the satisfaction of City, and in accordance with the laws of the City of Raytown, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. City shall pay to Contractor for the performance of the Work embraced in this Agreement, and Contractor will accept in full compensation therefore, the sum of _____ (\$ _____)

referred to as the Contract Price (subject to adjustment as provided by and in accordance with the Contract Documents), for all Work covered by and included in this Agreement, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents. City reserves the right to make additions and deletions to the Contract Documents as provided therein. The amount retained from any payment shall be governed by the General Conditions to this Agreement.

ARTICLE III. Contractor shall commence Work upon the date stated in the Notice to Proceed, and will complete all Work covered by this Agreement within the time specified in the Notice to Proceed. Time is of the essence. **This contract is for all work on the project to be complete, including punch list items, by September 30, 2023.** Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in the General Conditions for each and every 24 hour calendar day the Work remains incomplete over the specified completion time.

ARTICLE IV. Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion hereof, without previous written consent of City. In case such consent is given, Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization, Work amounting to not less than fifty per cent (50%) of the total Contract Price. No subcontracts, or other transfer of this Agreement, shall release Contractor of its liability under this Agreement and the bonds applicable hereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: 1) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and

fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; 2) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and its surety(ies); and 3) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified in this Agreement, in the Contract Documents, as set forth in the insurance policy(ies) and bonds pertaining to liability and surety coverage.

ARTICLE VI. City and Contractor specifically agree that by executing this Agreement, the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein and the Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Missouri.

ARTICLE IX. All local, state and federal laws and requirements as described in the Contract Documents and General Conditions which apply to this Agreement shall be incorporated herein by reference.

ARTICLE X. Should any provision of this Agreement or the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Raytown, Missouri has caused this Agreement to be executed on its behalf and Contractor through Contractor's duly authorized officer or representative has executed three (3) counterparts of this Agreement in the prescribed form and manner, the day and year first above written.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER: CITY OF RAYTOWN, MISSOURI

Sign: _____

Print: Damon Hodges

Title: City Administrator

Date: _____

[SEAL]

ATTEST:

Sign: _____

Print: Teresa Henry

Title: City Clerk

Date: _____

CONTRACTOR: [SEAL]

Company: _____

By: _____
Signature

Print: _____

Title: _____

Address

City, State, Zip

Phone No.

Email Address

(If the Contract is not executed by the president of the corporation or general partner of the partnership, Contractor must provide documentation which authorizes the signer to bind the corporation or partnership.)

2023 UBAS Project Location Map



2023 UBAS Project Location Map





BID RESULTS

2023 UBAS Project

Wed., June 7, 2023 -- 2:00pm

CONTRACTOR	Total Bid	Alternate Bid
1. McAnany Construction	\$651,073.00	\$46,239.50

Engineer's Estimate	\$609,609.00	\$45,442.90
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June 8, 2023

Rob Camp
Director of Public Works
City of Raytown, MO
10000 E 59th Street
Raytown, Missouri 64133

Re: 2023 UBAS Project Bid Recommendation Letter

Dear Mr. Camp:

Bids were received for the above referenced project on Wednesday, June 7, 2023.

One bid was received by McAnany Construction Inc. in the amount of 651,073.00 for the base bid and 46,239.50 for the bid alternate. The engineers estimate for the project was \$609,608.00 for the base bid and 45,442.90 for the bid alternate.

We have previously worked with McAnany Construction and found them to be a qualified contractor. They constructed the 2021 UBAS project in Raytown. They have supplied a list of subcontractors. After consultation with City staff, we recommend that McAnany Construction Inc. be awarded the base bid contract of \$651,073.00.

You may contact me with any questions, or if you need additional information.

Sincerely,
LAMP RYNEARSON



Greg Van Patten, P.E.
Project Manager

CC:
Email C: Project File
Jason Hanson, P.E. – City Engineer, City of Raytown
Troy Montague, Project Engineer
Dan Miller, P.E. – Civil Design Group Leader



9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

COMPLETED BID TABULATION							
2023 UBAS PROJECT				ENGINEER'S ESTIMATE		McAnany Construction	
City of Raytown, MO							
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
2	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
3	Concrete Blockout (Manhole)	EA	13	\$ 1,000.00	\$ 13,000.00	\$ 2,750.00	\$ 35,750.00
4	Base Asphalt Repair (3")	SY	1255	\$ 60.00	\$ 75,300.00	\$ 60.00	\$ 75,300.00
5	Curb and Gutter (Combined) (CG-2) (Remove and Replace) (KCMMB4K)	LF	1465	\$ 45.00	\$ 65,925.00	\$ 50.00	\$ 73,250.00
6	Sidewalk Ramp with Detectable Warnings (6") (Remove and Replace) (KCMMB4K)	EA	7	\$ 3,500.00	\$ 24,500.00	\$ 2,750.00	\$ 19,250.00
7	Sidewalk (4") (Remove and Replace) (KCMMB4K)	SF	106	\$ 12.00	\$ 1,272.00	\$ 20.00	\$ 2,120.00
8	Macrotexture	SY	25700	\$ 2.40	\$ 61,680.00	\$ 2.50	\$ 64,250.00
9	UBAS, Residential	SY	25700	\$ 7.50	\$ 192,750.00	\$ 7.00	\$ 179,900.00
10	Type 1 Street Repair	SY	109	\$ 110.00	\$ 11,990.00	\$ 200.00	\$ 21,800.00
11	Pipe (18") (RCP)	LF	106	\$ 175.00	\$ 18,550.00	\$ 215.00	\$ 22,790.00
12	8'X3' Curb Inlet	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00
13	8'x4' Curb Inlet	EA	1	\$ 8,500.00	\$ 8,500.00	\$ 16,000.00	\$ 16,000.00
14	6'x4' Inlet Top	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
15	Restore Pavement Markings (White) (24") (Stop Bar) (Thermoplastic)	LF	47	\$ 15.00	\$ 705.00	\$ 11.50	\$ 540.50
16	Restore Pavement Markings (Double Yellow) (4") (Centerline) (Thermoplastic)	LF	4508	\$ 4.00	\$ 18,032.00	\$ 3.45	\$ 15,552.60
17	Restore Pavement Markings (Yellow) (4") (Thermoplastic)	LF	1578	\$ 2.00	\$ 3,156.00	\$ 1.75	\$ 2,761.50
18	Restore Pavement Markings (White) (4") (Thermoplastic)	LF	8158	\$ 2.00	\$ 16,316.00	\$ 1.75	\$ 14,276.50
19	Restore Pavement Markings (White) (6") (Thermoplastic)	LF	204	\$ 12.00	\$ 2,448.00	\$ 2.60	\$ 530.40
20	Restore Pavement Markings (White) (24") (Piano Keys) (Preformed Thermoplastic)	LF	88	\$ 18.00	\$ 1,584.00	\$ 28.75	\$ 2,530.00
21	Restore Pavement Markings (Bike Lane Symbols) (Preformed Thermoplastic)	EA	33	\$ 500.00	\$ 16,500.00	\$ 450.00	\$ 14,850.00
22	Restore Pavement Markings (Turn Arrow) (Preformed Thermoplastic)	EA	8	\$ 400.00	\$ 3,200.00	\$ 288.00	\$ 2,304.00
23	Install Pavement Markings (Sharrow) (Preformed Thermoplastic)	EA	20	\$ 400.00	\$ 8,000.00	\$ 465.00	\$ 9,300.00
24	Install Pavement Markings (Yield Triangles) (Performed Thermoplastic)	EA	6	\$ 200.00	\$ 1,200.00	\$ 86.25	\$ 517.50
25	Signage	EA	10	\$ 500.00	\$ 5,000.00	\$ 450.00	\$ 4,500.00
26	Force Account	Set	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Construction Subtotal					\$ 609,608.00		\$ 651,073.00
Bid Alternate Subtotal					\$ 45,442.90		\$ 46,239.50
Construction Subtotal with Bid Alternates					\$ 655,050.90		\$ 697,312.50

LIST OF SUBCONTRACTORS

In the following spaces please list the required information for all sub-contractors working on this project:

Contractor Name: Lentel
Street Address: _____
City, State, Zip: _____
Phone Number: _____
Number of years in business performing this type of work: _____

Contractor Name: Smart traffic
Street Address: _____
City, State, Zip: _____
Phone Number: _____
Number of years in business performing this type of work: _____

Contractor Name: _____
Street Address: _____
City, State, Zip: _____
Phone Number: _____
Number of years in business performing this type of work: _____

Contractor Name: _____
Street Address: _____
City, State, Zip: _____
Phone Number: _____
Number of years in business performing this type of work: _____

**CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PUBLIC IMPROVEMENTS**

BID FORM

PROJECT: 2023 UBAS Project

TO: CITY OF RAYTOWN
JACKSON COUNTY, MISSOURI

NOTE: PLEASE DO NOT RETURN THESE DOCUMENTS IF YOU ARE NOT SUBMITTING A BID. YOUR NAME WILL REMAIN ON OUR BIDDERS' LIST UNTIL WE ARE NOTIFIED TO REMOVE IT.

The undersigned Bidder hereby proposes to furnish all material, supplies, transportation, tools, equipment and necessary labor to construct, install, plant and complete all Work stipulated in, required by, and in conformity with the proposed Contract Documents, incorporated herein (including all documents referred to therein) and any and all written addenda thereto, for and in consideration of the unit prices as follows:

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Jackson County Wage Order **#29**). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

BIDDING COMPANY:

McAnany Construction

Date: 06/07/2023

2023 UBAS

Item No.	Description	Unit	Est Qty	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$ 18,000.00	\$ 18,000.00
2	Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00
3	Concrete Blockout (Manhole)	EA	13	\$ 2,750.00	\$ 35,750.00
4	Base Asphalt Repair (3")	SY	1255	\$ 60.00	\$ 75,300.00
5	Curb and Gutter (Combined) (CG-2) (Remove and Replace) (KCMMB4K)	LF	1465	\$ 50.00	\$ 73,250.00
6	Sidewalk Ramp with Detectable Warnings (6") (Remove and Replace) (KCMMB4K)	EA	7	\$ 2,750.00	\$ 19,250.00
7	Sidewalk (4") (Remove and Replace) (KCMMB4K)	SF	106	\$ 20.00	\$ 2,120.00
8	Macrotexture	SY	25700	\$ 2.50	\$ 64,250.00
9	UBAS, Residential	SY	25700	\$ 7.00	\$ 179,900.00
10	Type 1 Street Repair	SY	109	\$ 200.00	\$ 21,800.00
11	Pipe (18") (RCP)	LF	106	\$ 215.00	\$ 22,790.00
12	8'X3' Curb Inlet	EA	1	\$ 15,000.00	\$ 15,000.00
13	8'x4' Curb Inlet	EA	1	\$ 16,000.00	\$ 16,000.00
14	6'x4' Inlet Top	EA	1	\$ 5,000.00	\$ 5,000.00
15	Restore Pavement Markings (White) (24") (Stop Bar) (Thermoplastic)	LF	47	\$ 11.50	\$ 540.50
16	Restore Pavement Markings (Double Yellow) (4") (Centerline) (Thermoplastic)	LF	4508	\$ 3.45	\$ 15,552.60
17	Restore Pavement Markings (Yellow) (4") (Thermoplastic)	LF	1578	\$ 1.75	\$ 2,761.50
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19	Restore Pavement Markings (White) (6") (Thermoplastic)	LF	204	\$ 2.60	\$ 530.40
20	Restore Pavement Markings (White) (24") (Piano Keys) (Preformed Thermoplastic)	LF	88	\$ 28.75	\$ 2,530.00
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23	Install Pavement Markings (Sharrow) (Preformed Thermoplastic)	EA	20	\$ 465.00	\$ 9,300.00
24	Install Pavement Markings (Yield Triangles) (Preformed Thermoplastic)	EA	6	\$ 86.25	\$ 517.50
25	Signage	EA	10	\$ 450.00	\$ 4,500.00
26	Force Account	Set	1	\$ 20,000.00	\$ 20,000.00

B-2 TOTAL 2023 UBAS BID Items 1-26

\$

651,073.00

Rev May 2023

TOTAL 2023 UBAS BID IN WORDS:**Sixhundred fiftyone thousand seventythree dollars**

RECEIVED

JUN 07 2023

CITY OF RAYTOWN

2:02p MS

Bid Alternate – Norwood Court					
Item No.	Description	Unit	Est Qty	Bid Unit Price	Bid Price
BA-1	Base Asphalt Repair (3")	SY	14	\$ 60.00	\$ 840.00
BA-2	Curb and Gutter (Combined) (CG-2) (Remove and Replace) (KCMMB4K)	LF	483	\$ 50.00	\$ 24,150.00
BA-3	Sidewalk Ramp with Detectable Warnings (6") (Remove and Replace) (KCMMB4K)	EA	1	\$ 2,750.00	\$ 2,750.00
BA-4	Sidewalk (4") (Remove and Replace) (KCMMB4K)	SF	60	\$ 20.00	\$ 1,200.00
BA-5	Macrotexture	SY	1821	\$ 2.50	\$ 4,552.50
BA-6	UBAS, Residential	SY	1821	\$ 7.00	\$ 12,747.00

TOTAL Bid Alternate – Norwood Court Bid (Items BA-1-BA-6): \$ _____ \$ 46,239.50

TOTAL Bid Alternate – Norwood Court Bid IN WORDS: _____

Fortysix thousand twohundred thirtynine dollars and fifty cents

TOTAL BID (2023 UBAS and Norwood Court): \$ _____ \$ 697,312.50

TOTAL BID IN WORDS: Sixhundred ninetyseven thousand threehundred twelve dollars fifty cents

1. The undersigned further agrees to begin work within 10 days of the date stated in the Notice to Proceed, and to complete the Work, including punch list items, no later than September 30, 2023. ***The City of Raytown official holidays are: New Years Eve, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, and Christmas.***

2. In submitting this Bid, the undersigned declares that it is of lawful age and executed this bid on behalf of the Bidder named herein, and that the undersigned has lawful authority to do so. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied with any Bidder or Bidders having for its object the controlling of the price or amount of such Bid or any Bids the limiting of the bid or bidders the parceling or farming out to any bidder or bidders or other person of any part of the agreement or any part of the subject matter of the bid or bids or of the profits thereof and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with Bidder in said bid or bids until after the sealed Bid or Bids are opened.

3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and that it has inspected the actual location of the Work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form the undersigned on behalf of the Bidder waives all right to plead any misunderstanding regarding the same.

Rev. May 2023

RECEIVED
JUN 07 2023
CITY OF RAYTOWN
2:02 PM
MS

4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute the Agreement within ten (10) calendar days from and after Notice of Award of the Agreement is delivered to the Bidder, and failure of the Bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to Bid security.
5. It is understood that the City will pay monthly pay estimates submitted in accordance with the City of Raytown's claims policy and approved by the City Engineer, all as provided in the Contract Documents.
6. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

None

The undersigned agrees as set forth in the Instructions to Bidders, should this Bid be accepted and the Contract be awarded to this Bidder and Bidder should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the Bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to said City of Raytown, Missouri.

Dated this 7th day of June, 2023

Company Name: McAnany Construction

By: Sign: Ben McAnany

Print: Ben McAnany

Vice President

Title

15320 Midland Drive

Address

Shawnee KS 66217

City, State, Zip

913 631 6440

Telephone Number

benm@mcananyconstruction.com

Email Address

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

McAnany Construction, Inc.
15320 Midland Drive
Shawnee, KS 66217

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Raytown
10000 East 59th Street
Raytown, MO 64133

BOND AMOUNT:

5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

UBAS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

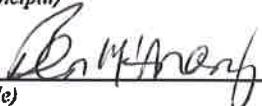
Signed and sealed this 7th day of June, 2023.


(Witness)

McAnany Construction, Inc.

(Principal)

(Seal)

By: 
(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

By: 
(Title)

Tessa R. Turner

Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Tessa R. Turner of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: McAnany Construction, Inc.

Obligee Name: City of Raytown

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of June, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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 (IRA), 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 Ben McAnany who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Ben McAnany of McAnany Construction
Company: McAnany Construction
Address: 14320 Midland Drive Shawnee KS 66217

- 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 Raytown: Project: 2023 UBAS Project.

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.

For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached.

By signing below, the entity agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above.

McAnany Construction :

By: Ben McAnany

Name: Ben McAnany

Title: Vice President



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, Ben McAnany, upon being duly sworn upon my oath state that: (1) I am the
Vice President of McAnany Construction; (2) all requirements of
(Title) (Name of Company)
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on Raytown UBS;
(Name of Project)
(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based
upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full
and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this
company in connection with this project together with an accurate record of the number of hours worked by each
worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been
made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts
paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers;
(6) these payroll records are kept and have been provided for inspection to the authorized representative of the
contracting public body and will be available, as often as may be necessary, to such body and the Missouri
Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for
one year following the completion of this company's work on this project; and (8) there has been no exception to the
full and complete compliance with the provisions and requirements of Annual Wage Order No. 29 Section
648 issued by the Missouri Division of Labor Standards and applicable to this project located in
Jackson County, Missouri, and completed on the 7th day of June, 2023.

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

Ben McAnany
Signature

Subscribed and sworn to me this 7th day of June, 2023
My commission expires 8-23-25.

Notary Public



Receipt by Authorized Public Representative

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

AFFIDAVIT OF WORK AUTHORIZATION

Comes now Ben M. Arany as Vice President first being duly sworn, on my oath, affirm _____
name office held

McArany Construction is enrolled and will continue to participate in a federal work
company name

authorization program in respect to employees that will work in connection with the contracted services related

to _____ for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).
bid number

I also affirm that McArany Construction does not and will not knowingly employ a person who is
company name

an unauthorized alien in connection with the contracted services related to _____ for the duration
bid number

of the contract, if awarded.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Ben M. Arany
Signature (person with authority)

Ben M. Arany
Printed Name

Vice President
Title

06/07/2023
Date

Subscribed and sworn to before me this 7 day of June, 2023. I am commissioned
as a notary public within the County of Johnson, State of KANSAS, and my commission
expires on 6th day of July, 2024.

[Signature]
Signature of Notary

6/7/23
Date



ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF Jackson

Ben McAnary

being first duly sworn, deposes and says that they are

Vice President

Title of Person Signing

of

McAnary Construction

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY Ben McAnary

BY _____

BY _____

SWORN to before me this 1 day of June 2023



Staci Butrick
Notary Public

My Commission Expires: 7/6/24

LIST OF SUBCONTRACTORS

In the following spaces please list the required information for all sub-contractors working on this project:

Contractor Name: Lentel
Street Address: _____
City, State, Zip: _____
Phone Number: _____
Number of years in business performing this type of work: _____

Contractor Name: Smart traffic
Street Address: _____
City, State, Zip: _____
Phone Number: _____
Number of years in business performing this type of work: _____

Contractor Name: _____
Street Address: _____
City, State, Zip: _____
Phone Number: _____
Number of years in business performing this type of work: _____

Contractor Name: _____
Street Address: _____
City, State, Zip: _____
Phone Number: _____
Number of years in business performing this type of work: _____

REFERENCES ATTACHMENTOWNER: CITY OF RAYTOWN, MISSOURI

CONTRACTOR: _____

WORK: 2023 UBAS Project

BID NO.: _____

*Please let me know if more information needed***REFERENCE**Public Owner: City of Raytown

Project/Contract Name: _____

Location of Project: _____

Contract Price: _____

Project Started: _____ Completed: _____

Owner's Representative (Name and Telephone):

_____Bidder's Representative (Name and Telephone):

_____Scope of Project: _____
_____**REFERENCE**Public Owner: City of Lerem

Project/Contract Name: _____

Location of Project: _____

Contract Price: _____

Project Started: _____ Completed: _____

Owner's Representative (Name and Telephone):

_____Bidder's Representative (Name and Telephone):

_____Scope of Project: _____
_____**REFERENCE**Public Owner: City of Redland Park

Project/Contract Name: _____

Location of Project: _____

Contract Price: _____

Project Started: _____ Completed: _____

Owner's Representative (Name and Telephone):

_____Bidder's Representative (Name and Telephone):

_____Scope of Project: _____
_____**REFERENCE**

Public Owner: _____

Project/Contract Name: _____

Location of Project: _____

Contract Price: _____

Project Started: _____ Completed: _____

Owner's Representative (Name and Telephone):

_____Bidder's Representative (Name and Telephone):

_____Scope of Project: _____

PERSONNEL QUALIFICATIONS

Please submit the Name, Title, Years of Experience, and Phone Numbers for all management and field management personnel that will be involved with the City of Raytown project, 2023 UBAS Project.

Mike Ray
Wyatt Harms
Ben McAnany

CITY OF RAYTOWN

Request for Board Action

DATE SUBMITTED: 07/06/2023

MEETING DATE: July 11, 2023

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Resolution Purchase

SUBJECT/REQUEST

Authorization to approve an agreement with Donelson Construction Company, LLC for street maintenance improvements at a cost not to exceed \$815,470.60 and approve a fiscal year 2022-2023 budget amendment from the general fund to the transportation sales tax fund of \$800,000.00.

BACKGROUND/JUSTIFICATION

This Modified Aggregate Quick Set (MAQS) resurfacing project was bid by Greene County, Missouri. The City of Raytown is able to take advantage of this by cooperative bid procedure. This project will be authorized per City Purchasing Policy for intergovernmental purchasing, cooperative bidding (Purchasing Policy Section 7, Intergovernmental Purchasing).

Donelson Construction Company, LLC = \$807,396.63

This project will resurface about 44 sections of roadway, with a centerline length of 8.8 miles.

MAQS is a patent protected, polymer-modified cold-mix paving system that fills a need for a broad range of problems on today's streets and roads. As a thin, restorative surface MAQS Surfacing System effectively lengthens a road's life cycle while preventing further damage to its structural integrity. This specially designed system was not only developed to reduce raveling and improve skid resistance, but to also improve customer convenience. Projects utilizing this system often benefit with a return to full traffic time of 30-45 minutes.

For potential overruns, staff has added an additional 1% contingency, or \$8,073.97, to the Donelson cost estimate to make a new final amount of \$815,470.60. Due to projects coming in lower than budgeted, \$15,470.60 is available in the Transportation Sales Tax Fund Balance

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Donelson Construction Company
Amount of Request/Contract:	\$ 807,396.63
Amount Budgeted:	\$ 120,000.00
Funding Source/Account #:	101-00-00-100-41201

REVIEWED BY

Michael Graham Damon Hodges Teresa Henry
--

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Reso 2023 Donelson MAQS Project
2.	Reso 2023 Donelson MAQS project Agreement
3.	MAQS Locations Map
4.	Raytown PressurePave Estimate 2023
5.	Greene County Coop Agreement Pricing
6.	Signed Greene County Coop Agreement
7.	Donelson Construction Paperwork

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Secretary of State:		Not Applicable
Certificate of Insurance:	X	
E-Verify Affidavits:	X	
E-Verify proof of enrollment:		Not Applicable
Bond:		Not Applicable
IRS Form W-9:		On-File
Bid/RFP/RFQ: (submit all)	X	
Bid/RFP/RFQ Tabulation:		Not Applicable
Bid Waiver: Sole source or less than three bids	X	
Contractor address and email:	X	
Project Exemption Certificate needed:		Not Applicable
Other:	X	Anti-Collusion Statement Affidavit of Work Authorization

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DONELSON CONSTRUCTION COMPANY, LLC. UTILIZING THE GREENE COUNTY, MISSOURI COOPERATIVE BID FOR THE 2023 MODIFIED AGGREGATE QUICK SET RESURFACING PROJECT IN AN AMOUNT NOT TO EXCEED \$815,470.60 AND AMEND THE FISCAL YEAR 2022-2023 BUDGET

WHEREAS, the City of Raytown has chosen to utilize Modified Aggregate Quick Set (MAQS) resurfacing for street maintenance improvements within the City of Raytown (City); and

WHEREAS, City desires to enter into an agreement with Donelson Construction Company, LLC, utilizing a cooperative bid through Greene County, Missouri for our street maintenance improvement within the City in an amount not to exceed \$815,470.60; and

WHEREAS, pursuant to Resolution R-3486-22, the Fiscal Year 2022-2023 Budget was approved and it is necessary to amend the Fiscal Year 2022-2023 Budget; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to amend the Fiscal Year 2022-2023 Budget;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Donelson Construction Company, LLC., attached hereto as Exhibit "A" and incorporated herein, utilizing the Green County, Missouri Cooperative Bid for the 2023 Modified Aggregate Quick Set Resurfacing Project within the City, in an amount not to exceed \$815,470.60, is hereby authorized and approved; and

FURTHER THAT the Fiscal Year 2022-2023 budget approved by Resolution R-3486-22 is hereby amended as follows:

FROM:

\$800,000.00
101.00.00.100.59951
General Fund Transfer out

TO:

\$800,000.00
204.00.00.100.49951
Transportation Sales Tax Fund Transfer In

FURTHER THAT the City Administrator, or designee, is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 11th day of July, 2023.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

PUBLIC WORKS PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of JULY, 2023, by and between the City of RAYTOWN, Missouri, (“**City**”), and DONELSON CONSTRUCTION COMPANY, LLC (“**Contractor**”).

RECITALS:

WHEREAS, the City construction of 2023 MAQS Resurfacing Project “**Project**”; and

WHEREAS, the Contractor, in response, has submitted to the City, in the manner and at the time specified, a proposal in accordance with the terms; and

WHEREAS, the City, will utilize the current Kansas City, Missouri contract number CS190045, which allows the City to take advantage of another local governments fixed price contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, or its his or their successors and assigns, or its, his or their executors and administrators, as follows:

SECTION 1. SCOPE OF WORK

The Contractor shall furnish all materials, supplies, tools, equipment, labor, supervision, and all other incidentals which may be necessary to perform all or a component of the work specified in the invitations for bids for the Project, and shall construct and complete the work described as follows (“**Work**”):

Modified Aggregate Quick Set is a patent protected, polymer-modified cold-mix paving system on certain streets within Raytown and performing other incidental and related work.

The City reserves the right to have representatives at the site of the Work as it may decide during the construction to observe the work in progress.

SECTION 2. CONTRACT PRICE

The City, in accordance with Section 34.507, RSMo, shall pay to the Contractor for the performance of the Work the amount to not exceed Eight Hundred Seven Thousand, Three Hundred Ninety Six Dollars, and Sixty Three Cents (\$ 807,396.63).

SECTION 3. ACCEPTANCE AND PAYMENT

- A. When the Work has been fully completed in accordance with the terms of this Agreement, the City shall make a final inspection, and any defects arising out of the inspection shall be remedied by the Contractor. After final acceptance of the Work by the City, the Contractor shall submit an itemized bill and lien waivers to the City. Upon

receipt of the itemized bill and lien waivers, the City shall, within twenty one (21) days pay the Contractor for the Work based on the agreed upon amount.

- B. In the event 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 13 shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

SECTION 4. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under this Agreement.

SECTION 5. COMMENCEMENT OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

- A. Contractor shall not begin the Work until receipt of a written Notice to Proceed from the City, after which the Contractor shall commence the Work within ten (10) calendar days after receipt of the Notice, and shall complete the Work within forty (40) consecutive calendar days after commencing the Work.
- B. The date of beginning and the time for completion of the work are essential conditions of this Agreement.
- C. In the event that the Contractor fails in the performance of the Work specified and required to be performed within the periods of time specified, the Contractor shall pay the City, as and for liquidated damages, and not as a penalty, the sum of fifty dollars (\$50.00) per calendar day that the Contractor shall be in default.
- D. Provided that the Contractor has promptly given Written Notice of such delay to the Director of Public Works, the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following:
 - 1. acts of war or civil insurrection, breach of this Agreement by the City or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or periods of inclement weather such as days of rain (collectively "Excusable Delays"); and
 - 2. Delays of authorized subcontractors occasioned by any of the causes specified in paragraph 1 of this subsection D.
- E. In the event that Excusable Delays occur, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld.

SECTION 6. CHANGES IN THE WORK

The City may, at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. The City shall review and give final approval to all Change Orders.

SECTION 7. SUSPENSION OF WORK, TERMINATION AND DELAY

- A. The City reserves the right to terminate this contract by giving at least fifteen (15) days prior written notice to the Contractor, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event, City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price. The City may suspend the work or any portion thereof for a period of not more than thirty (30) days or such further time as agreed upon by the Contractor, by written notice to the Contractor, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed and will be allowed an extension of time to complete the Work as mutually agreed to by the parties.
- B. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the City, or if he otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and finish the work by whatever method is deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for direct costs of completing the project, such excess shall be paid to a Contractor selected by the City to complete the work. If such costs exceed such unpaid balance, the Contractor or his insurance company will pay the difference to the City. Such costs incurred by the City will be determined by the Building Official and incorporated in a Change Order.
- C. Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the Contract Documents.
- D. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (30) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within (30) days after it is submitted, or the City fails to recommend payment to the Contractor substantially the sum approved by

the City or awarded by a court within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the City, terminate the Contract and recover from the City payment for all work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the City has failed to act on a request for payment or if the City has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the City stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to stoppage of the work.

- E. If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the City to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the City.

SECTION 8. ASSIGNMENTS AND SUBCONTRACTS

The Contractor shall not assign the contract or subcontract any portion of this contract without written consent of the City. The request for the assignment must be addressed to the City. The Contractor is responsible for all work carried out by any Subcontractor.

SECTION 9. SPECIFICATIONS, CODES, AND REGULATIONS

Contractor shall comply with all appropriate specifications, including the general conditions provided separately to the Contractor and codes referred to and with all regulations, ordinances and laws of the City, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

SECTION 10. CITY REQUIREMENTS; PRIOR APPROVAL

The Contractor shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

SECTION 11. PREVAILING WAGES

- A. If applicable pursuant to Sections 290.210 to 290.340, RSMo, Contractor shall pay not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri and listed on the current Wage Order for Jackson County, a copy of which is available at City Hall, or determined by the Court of Appeal shall be paid to all workers performing work under this contract
- B. It is further stipulated that the Contractor shall forfeit a penalty to the City of one hundred dollars (\$100.00) or each calendar day, or portion thereof, 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 12. CONSTRUCTION SAFETY TRAINING

- A. The 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 that is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo.
- B. If any on-site employees had not previously completed a construction safety program, Contractor shall require those on-site employees to complete a construction safety within sixty (60) days after the date work on the project commences.
- C. The Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days or will be subject to removal from the project.
- D. The Contractor shall require all if its subcontractors to comply with the requirements of this Article and Section 292.675 RSMo.

SECTION 13. NOTICE OF PENALTY PROVISIONS

- A. Pursuant to Section 292.675 RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500), plus one hundred dollars (\$100) 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 2 above.
- B. The penalty described in Subsection a of this Section shall not begin to accrue until the time periods described in Sections 2 b and c above have elapsed.
- C. Violations of Section 2 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

SECTION 14. UNAUTHORIZED ALIENS

Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto as **Exhibit A** and incorporated herein, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

SECTION 15. BONDS

- A. **Performance Bond and Payment Bond.** Prior to commencement of construction and ending upon acceptance of the improvement by the City, Contractor shall maintain a

performance and payment bond in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the Work, as determined by the City, conditioned upon the faithful performance of the provisions, terms and conditions of the this contract. The performance and payment bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City prior to the commencement of construction.

- B. Maintenance bonds. Prior to acceptance the Work, Contractor shall provide a maintenance bond in a form acceptable to the City Attorney and in an amount equal to 50% of the cost of the Work as approved by the City Engineer, which shall be in effect for a term of two (2) years from the date that the City issues a certificate of substantial completion for such Improvement covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of this contract. The maintenance bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.

SECTION 16. INSURANCE

- A. The Contractor shall procure and maintain in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. In case any or all of this work is subcontracted (in accordance with Section 8), the Contractor shall require the authorized Subcontractor to procure and maintain all insurance required under this Agreement and in like amounts. Contractor shall also require any and all Subcontractors with who it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.
- B. General Comprehensive Liability Insurance. Concurrent with submitting the signed Agreement to the City, Contractor shall provide the CID and the City with a certificate of insurance evidencing a commercial general liability insurance policy with coverages of not less than the Inflation Adjusted Waiver Amounts for claims (i) arising out of a single accident or occurrence and, (ii) for any one person in a single accident or occurrence (the "Insurance Policy"). The Insurance Policy shall provide coverage for dangerous conditions on public property and the operation of motor vehicles and motorized vehicles, and any exclusions to the contrary shall be deleted. The Insurance Policy shall be adjusted upward annually, to remain at all times not less than the most recently published Inflation Adjusted Waiver Amounts. The Insurance Policy shall provide that it may not be cancelled, terminated, allowed to lapse or be substantially modified without at least thirty (30) days prior written notice to the City. The City shall be listed as additional insureds on such certificate. The Insurance Policy shall include a severability of interest clause and the insurance shall be primary with respect to any applicable insurance maintained by the City. The requirements of this section shall terminate upon the City's acceptance of the Work in accordance with Section _____. This section and the Insurance Policy shall not affect the City's ability to claim sovereign immunity as a defense to any demand, claim, proceeding, action or lawsuit arising from or in connection with the Contractor's performance of this Agreement. For purposes of this Section, "Inflation Adjusted Waiver Amounts" shall mean the amounts published on an annual basis in the Missouri Register pursuant to Section 537.610, RSMo, which are the inflation

adjusted amounts of the absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610, RSMo. At the effective date of the Agreement the Inflation Adjusted Waiver Amounts were \$378,814 for any one person per occurrence and \$2,525,423 for claims arising out of a single accident or occurrence. The minimum limits for commercial general liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.

- C. Workers' Compensation and Employer's Liability Insurance: Contractor shall obtain and keep in force workers compensation insurance at statutory limits and Employer's Liability insurance with limits of at least One Million Dollars (\$1,000,000.00) (may include an umbrella policy). Contractor shall provide the City with proof of such coverage of all employees working on location in connection with the Work to be completed under this Agreement.
- D. Commercial Automobile Liability Insurance: Contractor shall obtain and keep in force commercial automobile liability insurance with a minimum limit of \$378,814 for any one person per occurrence and \$2,525,423 for claims arising out of a single accident or occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by the Contractor or Subcontractors. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.
- E. Proof of Insurance. Contractor must supply evidence of its insurance coverage in the form of a Certificate of Insurance and proof that this insurance coverage cannot be canceled without giving the City thirty (30) days advance written notice. The Certificate of Insurance must be provided before the Contractor commences the Work. In the event of a loss, Contractor waives any subrogation right Contractor may have against the City arising out of the loss or payment of insurance.

SECTION 17. LIABILITY AND INDEMNITY

- A. General Indemnity. Contractor shall indemnify, release, defend, be responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of Contractor or its agents, employees, or Subcontractors, to the extent such loss or injury occurs during the construction of the Improvements and operation of the business expressly authorized herein; provided, however, that Contractor need not save harmless the City from claims, demands, losses and expenses arising out of or to the extent caused by the sole negligence of the City, its employees or agents.
- B. Indemnity for failure to provide bonds. Contractor shall indemnify the City and its officers and employees for any damage resulting to the City, its officers or employees from failure of Contractor to provide the bonds set forth in Section 15.
- C. No Limitations or Waiver. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for Contractor, as the case may be, under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by Contractor, as the case may be. The City does not, and shall not, waive any rights against Contractor which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by Contractor (as the case may be), of any of the insurance policies described in this Agreement. In addition, the parties agree that this indemnification by Contractor shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- D. Notification of Claims. With respect to any claims which are subject to indemnity hereunder, Contractor shall immediately notify the City of any and all claims filed against Contractor and the City jointly and shall provide the City with a copy of the same.
- E. Use of Independent Contractors. The fact that Contractor, as the case may be, carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Contractor's duty of defense and indemnification under this section.

SECTION 18. GUARANTEE

The Contractor hereby expressly guarantees the Work as to workmanship and quality of materials used in connection with this Agreement for a term of one (1) year commencing from the date the City accepts the Work in accordance with Section 3.

SECTION 19. GENERAL PROVISIONS

- A. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of Section 105.450, RSMo, et seq. shall not be violated.
- B. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- C. Notice. Any notice required or permitted by this Agreement shall be in writing and will be deemed effective when personally delivered in writing (with receipt for delivery) or three (3) days after notice is deposited with the United States Postal Service, postage prepaid, certified and return receipt requested, addressed as follows:

If Contractor: Donelson Construction Company LLC
1075 Wise Hill Roa
Clever, MO 6563
Attn: Michael Donelson

If City: City of Raytown, Missouri
10000 E. 59th Street
Raytown, MO 64133
Attn: Jason Hanson, City Engineer

- D. Entire Agreement. This Agreement and the acts provided for herein is the entire agreement between the parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all parties. The underlined paragraph headings are for the convenience of the reader, and are not intended to modify, expand or limit the material terms of each section or subsection in this Agreement. All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
- E. Jointly Drafted. The parties hereto agree that this Agreement has been jointly drafted and shall not be construed more strongly against either party.
- F. Applicable Law. This Agreement shall be governed by and construed according to the laws of the State of Missouri.
- G. No Oral Modifications. This Agreement represents the full agreement between the Parties with respect to the subject matter set forth herein and supersedes any and all prior negotiations and understandings between them. Neither this Agreement nor any

provisions of it may be modified, amended, waived, discharged or terminated, in whole or in part, except in writing signed by the party against whom enforcement of any change, modification, waiver, extension or discharge is sought.

- H. Waiver. The waiver of a breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other or subsequent breach of the same or any other term or condition, nor shall it constitute a continuing waiver.
- I. Severability. Any provision of this Agreement which is not enforceable according to law will be severed herefrom, and the remaining provisions shall be enforced to the fullest extent permitted by law.
- J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- K. Authority. The undersigned represent that they each have the authority and capacity from the respective Parties to execute this Agreement.

SECTION 20. EFFECTIVE DATE

This contract will not be binding and effective until confirmed by the City.

IN WITNESS WHEREOF: This Agreement will be effective on JULY 11, 2023 (which is the Effective Date of the Agreement).

OWNER: CITY OF RAYTOWN, MISSOURI

Sign: _____

Print: Damon Hodges

Title: City Administrator

Date: _____

[SEAL]

ATTEST:

Sign: _____

Print: Teresa Henry

Title: City Clerk

Date: _____

CONTRACTOR:

[SEAL]

Company: Donelson Construction Company, LLC

By: _____
Signature

Print: _____

Title: _____

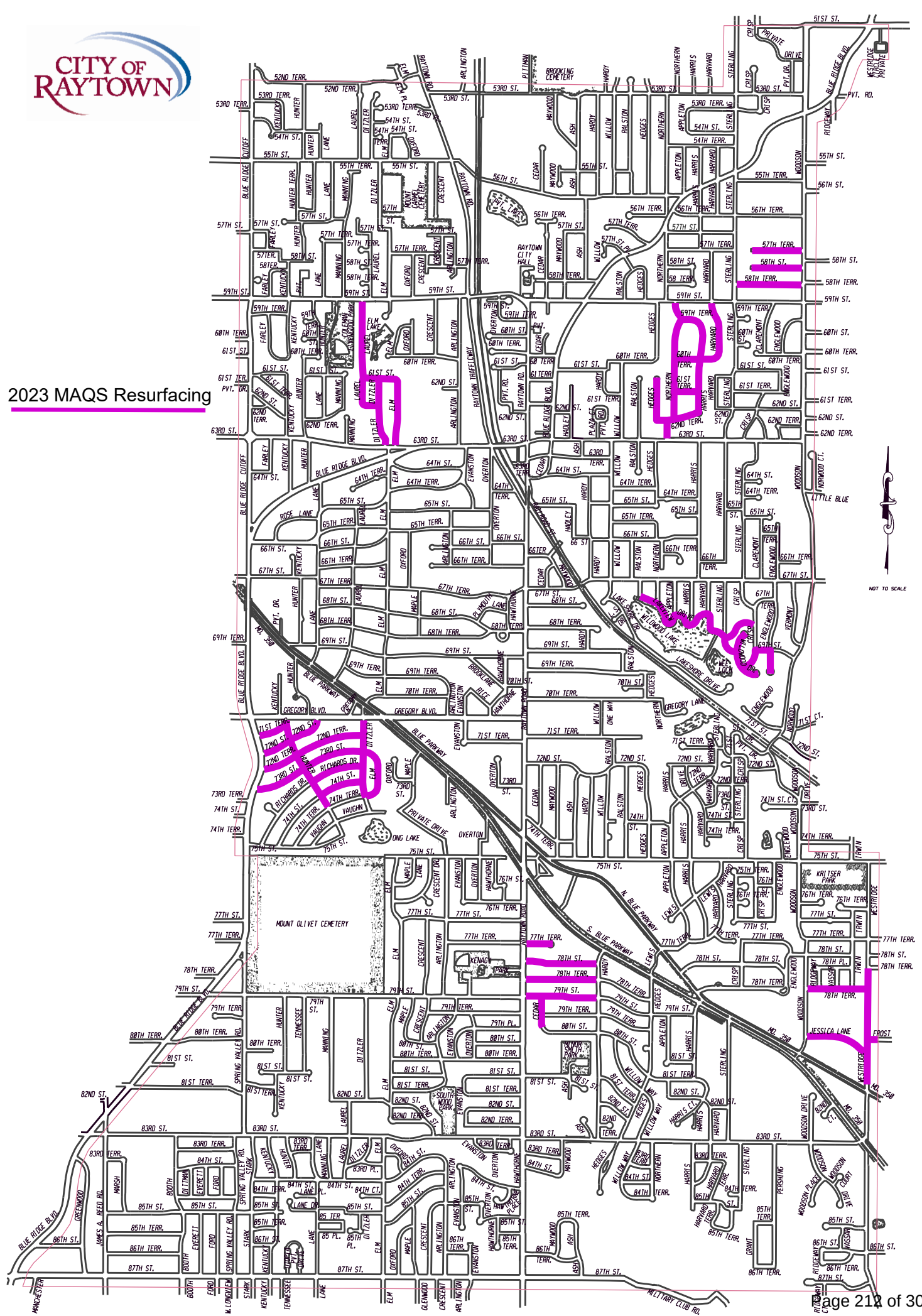
Address

City, State, Zip

Phone No.

Email Address

(If the Contract is not executed by the president of the corporation or general partner of the partnership, Contractor must provide documentation which authorizes the signer to bind the corporation or partnership.)





Ph: (417) 743-2694
Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

ESTIMATE

May 18, 2023

Robinson Camp
City of Raytown
10000 E. 59th St
Raytown, MO 64133

Donelson Construction Co., LLC is pleased to provide the following quote for the installation of our patented Modified Aggregate Quick Set (MAQS®) Surfacing and PressurePave® Systems. The prices include all labor equipment, materials and traffic control.

The unit prices for the separate materials are as follows (per yd2):

MAQS-PressurePave®-	\$1.25
MAQS®-2 Scratch	\$5.98
MAQS®-2	\$5.98

Westridge Rd	From: 350	To: 78th Terrace	Yd2: 7,175
MAQS®-2 Scratch	\$627.90		Scratch yd2: 105
MAQS®-2	\$42,906.50		
Total	\$43,534.40		

E. 78th Terr	From:	Westridge Rd	To:	Woodson Rd	Yd2:	3,133
MAQS-PressurePave®-	\$3,916.25				Scratch yd2:	2
MAQS®-2 Scratch	\$11.96					
MAQS®-2	\$18,735.34					
Total	\$22,663.55					

Jessica Ln	From:	Westridge Rd	To:	Woodson Rd	Yd2:	4,069
MAQS®-2 Scratch	\$0.00				Scratch yd2:	-
MAQS®-2	\$24,332.62					
Total	\$24,332.62					

E. 69th St	From:	Englewood Ave	To:	Crisp Ave	Yd2:	875
MAQS®-2 Scratch	\$11.96				Scratch yd2:	2
MAQS®-2	\$5,232.50					
Total	\$5,244.46					

Englewood Ave	From: E. 69th St	To: south CDS	Yd2: 1,630
MAQS®-2 Scratch		\$0.00	Scratch yd2: -
MAQS®-2		\$9,747.40	
Total		\$9,747.40	
Crisp Ave	From: E. 69th St	To: Wildwood Dr	Yd2: 1,225
MAQS®-2 Scratch		\$0.00	Scratch yd2: -
MAQS®-2		\$7,325.50	
Total		\$7,325.50	
Wildwood Dr	From: north CDS	To: south CDS	Yd2: 3,473
MAQS®-2 Scratch		\$0.00	Scratch yd2: -
MAQS®-2		\$20,768.54	
Total		\$20,768.54	
Sterling Ave	From: Wildwood Dr	To: Lakeview Dr	Yd2: 1,167
MAQS®-2 Scratch		\$0.00	Scratch yd2: -
MAQS®-2		\$6,978.66	
Total		\$6,978.66	
Lakeview Dr	From: Crisp Ave	To: Ralston Ave	Yd2: 7,800
MAQS®-2 Scratch		\$0.00	Scratch yd2: -
MAQS®-2		\$46,644.00	
Total		\$46,644.00	
Northern Ave	From: E. 63rd St	To: E. 59th St	Yd2: 6,746
MAQS®-2 Scratch		\$161.46	Scratch yd2: 27
MAQS®-2		\$40,341.08	
Total		\$40,502.54	
Hedges Ave	From: E. 63rd Terr	To: north CDS	Yd2: 2,127
MAQS®-2 Scratch		\$358.80	Scratch yd2: 60
MAQS®-2		\$12,719.46	
Total		\$13,078.26	
E. 62nd Terr	From: Hedges Ave	To: Harris Ave	Yd2: 2,167
MAQS®-2 Scratch		\$5.98	Scratch yd2: 1
MAQS®-2		\$12,958.66	
Total		\$12,964.64	
Harris Ave	From: E. 62nd Terr	To: Northern Ave	Yd2: 4,225
MAQS®-2 Scratch		\$101.66	Scratch yd2: 17
MAQS®-2		\$25,265.50	
Total		\$25,367.16	

59th Terr	From:	Harris Ave	To:	Northern Ave	Yd2:	813
MAQS®-2 Scratch				\$0.00	Scratch yd2:	-
MAQS®-2				\$4,861.74		
Total				\$4,861.74		
E. 61st Terr	From:	Northern Ave	To:	Harris Ave	Yd2:	1,161
MAQS-PressurePave®-				\$1,451.25		
MAQS®-2 Scratch				\$1,590.68	Scratch yd2:	266
MAQS®-2				\$6,942.78		
Total				\$9,984.71		
E. 60th Terr	From:	Northern Ave	To:	Harvard Ave	Yd2:	2,198
MAQS®-2 Scratch				\$364.78	Scratch yd2:	61
MAQS®-2				\$13,144.04		
Total				\$13,508.82		
Harvard Ave	From:	E. 60th Terr	To:	E. 59th St	Yd2:	2,625
MAQS®-2 Scratch				\$0.00	Scratch yd2:	-
MAQS®-2				\$15,697.50		
Total				\$15,697.50		
E. 58th Terr	From:	Woodson Rd	To:	Sterling Ave	Yd2:	3,520
MAQS®-2 Scratch				\$17.94	Scratch yd2:	3
MAQS®-2				\$21,049.60		
Total				\$21,067.54		
E. 58th St	From:	Woodson Rd	To:	west end	Yd2:	2,427
MAQS®-2 Scratch				\$47.84	Scratch yd2:	8
MAQS®-2				\$14,513.46		
Total				\$14,561.30		
E. 57th Terr	From:	Woodson Rd	To:	west end	Yd2:	2,387
MAQS®-2 Scratch				\$0.00	Scratch yd2:	-
MAQS®-2				\$14,274.26		
Total				\$14,274.26		
Laurel Ave	From:	E. 59th St	To:	E. 62nd St	Yd2:	5,090
MAQS®-2 Scratch				\$1,034.54	Scratch yd2:	173
MAQS®-2				\$30,438.20		
Total				\$31,472.74		
E. 62nd St	From:	Laurel Ave	To:	Ditzler Ave	Yd2:	794
MAQS-PressurePave®-				\$992.50		
MAQS®-2 Scratch				\$412.62	Scratch yd2:	69
MAQS®-2				\$4,748.12		
Total				\$6,153.24		

E. 61st St	From:	Laurel Ave	To:	Elm Ave	Yd2:	1,567
MAQS-PressurePave®-				\$1,958.75	Scratch yd2:	1
MAQS®-2 Scratch				\$5.98		
MAQS®-2				\$9,370.66		
Total				\$11,335.39		
Elm Ave north	From:	E. 61st St	To:	E. 63rd St	Yd2:	3,080
MAQS-PressurePave®-				\$3,850.00	Scratch yd2:	52
MAQS®-2 Scratch				\$310.96		
MAQS®-2				\$18,418.40		
Total				\$22,579.36		
Ditzler Ave north	From:	E. 61st St	To:	E. 63rd St	Yd2:	3,258
MAQS-PressurePave®-				\$4,072.50	Scratch yd2:	103
MAQS®-2 Scratch				\$615.94		
MAQS®-2				\$19,482.84		
Total				\$24,171.28		
Ditzler Ave south	From:	E. Gregory Blvd	To:	E. 74th Terr	Yd2:	3,915
MAQS-PressurePave®-				\$4,893.75	Scratch yd2:	33
MAQS®-2 Scratch				\$197.34		
MAQS®-2				\$23,411.70		
Total				\$28,502.79		
Hunter St	From:	E 74th Terr	To:	Gregory Blvd	Yd2:	5,140
MAQS-PressurePave®-				\$6,425.00	Scratch yd2:	1
MAQS®-2 Scratch				\$5.98		
MAQS®-2				\$30,737.20		
Total				\$37,168.18		
71st Terr	From:	Hunter St	To:	Blue Ridge Blvd	Yd2:	1,860
MAQS-PressurePave®-				\$2,325.00	Scratch yd2:	1
MAQS®-2 Scratch				\$5.98		
MAQS®-2				\$11,122.80		
Total				\$13,453.78		
E. 72nd St	From:	Blue Ridge Blvd	To:	Gregory Blvd	Yd2:	3,638
MAQS®-2 Scratch				\$0.00	Scratch yd2:	-
MAQS®-2				\$21,755.24		
Total				\$21,755.24		
72nd Terr	From:	Ditzler Ave	To:	Blue Ridge Blvd	Yd2:	5,503
MAQS-PressurePave®-				\$6,878.75	Scratch yd2:	18
MAQS®-2 Scratch				\$107.64		
MAQS®-2				\$32,907.94		
Total				\$39,894.33		

E. 73rd St	From:	Blue Ridge Blvd	To:	Ditzler Ave	Yd2:	5,472
MAQS-PressurePave®-				\$6,840.00	Scratch yd2:	11
MAQS®-2 Scratch				\$65.78		
MAQS®-2				\$32,722.56		
Total				\$39,628.34		
Elm Ave south	From:	Ditzler Ave	To:	Ditzler Ave	Yd2:	2,811
MAQS-PressurePave®-				\$3,513.75	Scratch yd2:	-
MAQS®-2 Scratch				\$0.00		
MAQS®-2				\$16,809.78		
Total				\$20,323.53		
74th St	From:	Ditzler Ave	To:	Hunter St	Yd2:	2,078
MAQS-PressurePave®-				\$2,597.50	Scratch yd2:	98
MAQS®-2 Scratch				\$586.04		
MAQS®-2				\$12,426.44		
Total				\$15,609.98		
Richards Dr	From:	Ditzler Ave	To:	Hunter St	Yd2:	2,518
MAQS-PressurePave®-				\$3,147.50	Scratch yd2:	84
MAQS®-2 Scratch				\$502.32		
MAQS®-2				\$15,057.64		
Total				\$18,707.46		
E. 79th St	From:	Raytown Rd	To:	Hardy Ave	Yd2:	4,028
MAQS-PressurePave®-				\$0.00	Scratch yd2:	84
MAQS®-2 Scratch				\$502.32		
MAQS®-2				\$24,087.44		
Total				\$24,589.76		
Cedar Ave	From:	E 79th St	To:	E 80th St	Yd2:	1,827
MAQS-PressurePave®-				\$2,283.75	Scratch yd2:	4
MAQS®-2 Scratch				\$23.92		
MAQS®-2				\$10,925.46		
Total				\$13,233.13		
E 78th Terr	From:	Raytown Rd	To:	Hardy Ave	Yd2:	3,654
MAQS-PressurePave®-				\$4,567.50	Scratch yd2:	-
MAQS®-2 Scratch				\$0.00		
MAQS®-2				\$21,850.92		
Total				\$26,418.42		
E 78th St	From:	Raytown Rd	To:	Hardy Ave	Yd2:	3,693
MAQS-PressurePave®-				\$4,616.25	Scratch yd2:	13
MAQS®-2 Scratch				\$77.74		
MAQS®-2				\$22,084.14		
Total				\$26,778.13		

E 77th Terr	From:	Raytown Rd	To:	east CDS	Yd2:	1,687
MAQS-PressurePave®-	\$2,108.75				Scratch yd2:	53
MAQS®-2 Scratch	\$316.94					
MAQS®-2	\$10,088.26					
Total	\$12,513.95					

GRAND TOTAL: \$807,396.63



1075 Wise Hill Road, Clever, MO 65631

Phone: (417) 743-2694

Fax: (417) 743-2945

2023 Greene County Cooperative Agreement Pricing - Other Agencies

	<u>Modified Aggregate</u> <u>Quick Set (per yd²)</u>	<u>PressurePave Sealant</u>	<u>Hot Rubber Crack Filler</u>
Level 1	MAQS - 1 \$ 4.36		
	MAQS - 1 + \$ 4.60		
	MAQS - 2 \$ 4.84	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 5.30		
	MAQS - 3 \$ 5.73		
	MAQS - FlexScratch (Same prices as above)		
Level 2	MAQS - 1 \$ 4.62		
	MAQS - 1 + \$ 4.91		
	MAQS - 2 \$ 5.10	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 5.50		
	MAQS - 3 \$ 5.87		
	MAQS - FlexScratch (Same prices as above)		
Level 3	MAQS - 1 \$ 4.94		
	MAQS - 1 + \$ 5.20		
	MAQS - 2 \$ 5.42	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 5.90		
	MAQS - 3 \$ 6.33		
	MAQS - FlexScratch (Same prices as above)		
Level 4	MAQS - 1 \$ 5.30		
	MAQS - 1 + \$ 5.53		
	MAQS - 2 \$ 5.73	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 6.09		
	MAQS - 3 \$ 6.45		
	MAQS - FlexScratch (Same prices as above)		
Level 5	MAQS - 1 \$ 5.54		
	MAQS - 1 + \$ 5.76		
	MAQS - 2 \$ 5.98	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 6.39		
	MAQS - 3 \$ 6.80		
	MAQS - FlexScratch (Same prices as above)		
Level 6	MAQS - 1 \$ 5.67		
	MAQS - 1 + \$ 5.99		
	MAQS - 2 \$ 6.30	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 6.73		
	MAQS - 3 \$ 7.15		
	MAQS - FlexScratch (Same prices as above)		



OFFICE OF THE PURCHASING DIRECTOR
1443 N. ROBBERTSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON
PRESIDING COMMISSIONER

RUSTY MACLACHLAN
COMMISSIONER, 1st DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2nd DISTRICT

CONTRACT #: 16-0798

TITLE: Modified Aggregate Quick Set (MAQS)

CONTACT: Karla nay

PHONE: (417)868-4019

E-MAIL: KNay@greencountymo.gov

AMENDMENT ISSUE DATE: 04-28-2023

AMENDMENT NUMBER 8 TO AGREEMENT FOR CONTRACT SERVICES

This Amendment Number 8 to Agreement for Contract Services (the "Eighth Amendment") is made and entered into as of April 28, 2023 by and between the County of Greene, ("County") and Donelson Construction, LLC. ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between the County and Contractor as of December 27, 2016 County of Greene contract #16-0798 (the "Agreement").

- Purpose:
1. The expiration date of the Agreement is changed from May 1, 2023 to May 1, 2024.
 2. "SCOPE OF SERVICES" and "BUDGET" are modified by adding EXHIBIT I, attached hereto.
 3. Except as set forth in this Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this ^{Eighth} ~~Seventh~~ Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

COUNTY OF GREENE

By: Karla Nay
Purchasing Buyer
Date: 4-28-23

By: Sandra Mervin
Purchasing Director
Date: May 4, 2023

DONELSON CONSTRUCTION LLC

By: Michael J. Donelson
Title: Managing Member

By: _____
Title: _____
Date: _____

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Cindy A. Dean
Auditor Certification

5/13/2023
Date



EXHIBIT I

**Construction
Company, LLC**

Ph: (417) 743-2694
Fax: (417) 743-2945
1075 Wise Hill Road, Clever, MO 65631

March 29, 2023

Greene County Highway Department
Springfield, MO

Donelson Construction Co., LLC offers the following pricing for the patented Modified Aggregate Quick Set (MAQS®) Surfacing System, and related services. US Patents 7,312,262B2, 9,260,826B2, 9,879,387B2, 11,060,248B2, 8,033,775B2, other patents pending, and proprietary materials and devices are included in the products and services offered herein. All materials and labor are inclusive with these prices, except where noted. For other agencies located within or outside of Greene County, please see alternate pricing attached. Donelson reserves the right to discount any of the prices listed at any time.

MAQS-1 (One lift, 12-15 pounds per square yard)...\$3.43 per square yard (non-residential)
\$4.02 per square yard (residential)

MAQS-1+ (One lift, 15-18 pounds per square yard)...\$3.85 per square yard (non-residential)
\$4.27 per square yard (residential)

MAQS-2 (One lift, 17-21 pounds per square yard)...\$4.21 per square yard (non-residential)
\$4.50 per square yard (residential)

MAQS-2+ (One lift, 21-25 pounds per square yard)...\$4.74 per square yard (non-residential)
\$4.99 per square yard (residential)

MAQS-3 (One lift, 25-30 pounds per square yard)...\$5.03 per square yard (non-residential)
\$5.36 per square yard (residential)

MAQS-FlexScratch (leveling course/crack repair)...same prices stated above

MAQS-PressurePave Crack Filler...\$0.40 per pound installed

MAQS-ChipLock and MAQS-ChipLock-AF...

\$4.70 per gallon plus \$1.34 per square yard (non-residential)
or \$2.14 per square yard (residential)

Hot rubber crack-fill (labor only, County or City to supply material)...\$4.59 per pound installed

Cold mix asphalt...\$75.00 per ton FOB Clever Stone Quarry

Respectfully Submitted,

Michael J. Donelson
Owner

EXHIBIT 1



**Construction
Company, LLC**

1075 Wise Hill Road, Clever, MO 65631

Phone: (417) 743-2694

Fax: (417) 743-2945

2023 Greene County Cooperative Agreement Pricing - Other Agencies

	<u>Modified Aggregate</u>		<u>PressurePave Sealant</u>	<u>Hot Rubber Crack Filler</u>
	<u>Quick Set (per yd²)</u>			
Level 1	MAQS - 1	\$ 4.36		
	MAQS - 1 +	\$ 4.60		
	MAQS - 2	\$ 4.84	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 +	\$ 5.30		
	MAQS - 3	\$ 5.73		
	MAQS - FlexScratch (Same prices as above)			
Level 2	MAQS - 1	\$ 4.62		
	MAQS - 1 +	\$ 4.91		
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	MAQS - 1 +	\$ 5.20		
	MAQS - 2	\$ 5.42	\$1.25 per yd ²	\$1.25 per yd ²
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	MAQS - 2 +	\$ 6.73		
	MAQS - 3	\$ 7.15		
	MAQS - FlexScratch (Same prices as above)			

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF CHRISTIAN

MICHAEL J. DONELSON being first duly sworn, deposes and says that he is

MANAGING MEMBER

Title of Person Signing

of

DONELSON CONSTRUCTION COMPANY, LLC.

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY

Michael J. Donelson

BY

BY

SWORN to before me this 27TH day of JUNE 20 23.

Tara E. Meyer

Notary Public



My Commission Expires: AUGUST 23RD, 2025

AFFIDAVIT OF WORK AUTHORIZATION

Comes now MICHAEL DONELSON as MANAGING MEMBER first being duly sworn, on my oath, affirm
name office held

DONELSON CONSTRUCTION is enrolled and will continue to participate in a federal work
company name

authorization program in respect to employees that will work in connection with the contracted services related

to _____ for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).
bid number

I also affirm that DONELSON CONSTRUCTION does not and will not knowingly employ a person who is
company name

an unauthorized alien in connection with the contracted services related to _____ for the duration
bid number

of the contract, if awarded.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

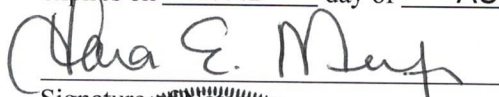

Signature (person with authority)

MICHAEL J. DONELSON
Printed Name

MANAGING MEMBER
Title

06/27/2023
Date

Subscribed and sworn to before me this 27TH day of JUNE, 20 23. I am commissioned
as a notary public within the County of CHRISTIAN, State of MISSOURI, and my commission
expires on 23RD day of AUGUST, 20 23.


Signature

06/27/2023
Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barker Phillips Jackson, Inc PO Box 4207 Springfield MO 65808-4207	CONTACT NAME: Angie White PHONE (A/C, No, Ext): (417) 887-3550 E-MAIL: awhite@bpj.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Co INSURER B: Travelers Property Casualty Company of America INSURER C: Midwest Builders Casualty Mutual INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (417) 887-3252 NAIC # 25623 25674 13126
INSURED Clever Stone Company Inc Donelson Construction Company, LLC 1075 Wise Hill Rd Clever MO 65631		

COVERAGES**CERTIFICATE NUMBER:** CL22121943930**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			DTCO4R470448PHX22	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			8104R4256492226G	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP4R4710882226	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC1000000885	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	LEASED/RENTED EQUIPMENT			DTCO4R470448PHX22	01/01/2023	01/01/2024	AGGREGATE \$1,000,000 DEDUCTIBLE \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Raytown
10000 E. 59th Street

Raytown

MO 64133

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DONELSON CONSTRUCTION COMPANY, LLC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 1075 WISE HILL ROAD	City of Raytown
6 City, state, and ZIP code CLEVER, MISSOURI 65631	10000 E. 59th St Raytown, MO 64133
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

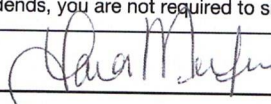
Social security number								
			-					
or								
Employer identification number								
3	3	-	1	0	4	7	9	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 06/27/2023
------------------	--	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ACH/Direct Deposit Authorization Form

1. Please Check One:



NEW



CHANGE



CANCEL

2. Vendor/Payee Information

Name: DONELSON CONSTRUCTION CO, LLC.

Address: 1075 WISE HILL ROAD CLEVER, MO 65631

Contact Person's Name (if other than payee):

Telephone Number: 417-743-2694

Email Address: taram@cleverstone.com

3. Financial Institution Information

Bank Name: CENTRAL BANK OF THE OZARKS

Bank Address: SPRINGFIELD, MO 65808

Name on Bank Account: DONELSON CONSTRUCTION CO, LLC.

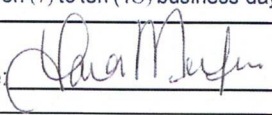
Bank Account Number: 035017337

Nine-Digit Bank Routing/Transit Number (ABA): 086518477

Type of Account: ☒ Checking ☐ Savings

4. Approvals/Authorizations - I certify that the information provided on this form is correct, and I hereby authorize the City of Raytown to electronically deposit payments to the bank account designated above. It is my responsibility to notify them immediately if I believe there is a discrepancy between the amount deposited to my bank account and the amount of the invoice(s) paid. I understand that I must notify them in writing immediately of any changes in status or banking information. I understand that this authorization will remain in full force and effect until they have received written notification requesting a change or cancellation and has had reasonable opportunity to act on it, which should take no longer than seven (7) to ten (10) business days.

Print Name: TARA MEYER

Signature: 

Date: 06/28/2023

Important Information

Please email remittance advice to taram@cleverstone.com

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 07/06/2023

MEETING DATE: July 11, 2023

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Authorization to approve an agreement with McConnell & Associates Corp. for the Downtown Alley and Parking resurfacing project at a cost not to exceed \$91,262.50.

BACKGROUND/JUSTIFICATION

The Public Works Department in conjunction with Lamp Rynearson, designed the improvement for Downtown Alley. The Public Works Department advertised the project on May 17, 2023. The City of Raytown received 3 sealed bids that were opened on Wednesday, June 7, 2023, at 2:00pm. The results are as followed:

Contractor	Main Bid – Downtown Alley
McConnell & Associates Corp.	\$ 91,262.50
Advanced Asphalt	\$ 93,237.91
Thorne & Son Asphalt	\$ 116,212.50

The lowest and best bid for this project is McConnell & Associates Corporation in the amount of \$91,262.50.

This work will consist of asphalt base repairs, 2" milling & overlay, pavement markings, and no parking signs.

The current Transportation Sales Tax Fund budget has \$865,000.00 budgeted in Repairs and Maintenance Services for contracted street maintenance, surface treatment.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	McConnell & Associates Corp.
Amount of Request/Contract:	\$ 91,262.50
Amount Budgeted:	\$ 120,000.00
Funding Source/Account #:	204-62-00-100-53600

REVIEWED BY

Damon Hodges
 Michael Graham
 Jennifer Baird
 Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Reso 2023 Downtown Alley Project McConnell
2.	Reso 2023 Downtown Alley Project Agreement
3.	Downtown Alley Location Map
4.	Downtown Alley Project Bid Results
5.	Downtown Alley Bid Recommendation Letter
6.	Bid Submittal - 1 McConnell and Assoc
7.	Bid Submittal - 2 Advanced Asphalt
8.	Bid Submittal - 3 Thorne and Son

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Secretary of State:		Not Applicable
Certificate of Insurance:		On File per request
E-Verify Affidavits:		Not Applicable
E-Verify proof of enrollment:		Not Applicable
Bond:	X	
IRS Form W-9:		Already on File
Bid/RFP/RFQ: (submit all)	X	
Bid/RFP/RFQ Tabulation:	X	
Bid Waiver: Sole source or less than three bids		Not Applicable
Contractor address and email:	X	
Project Exemption Certificate needed:		Not Applicable
Other:	X	Anti-Collusion Statement Affidavit of Work Authorization

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MCCONNELL & ASSOCIATES CORP. FOR THE DOWNTOWN ALLEY AND PARKING RESURFACING PROJECT IN AN AMOUNT NOT TO EXCEED \$91,262.50 FOR FISCAL YEAR 2022-2023

WHEREAS, the City of Raytown (the "City") issued a invitation to bid on its Downtown Alley and Parking Resurfacing Project for street maintenance within the City; and

WHEREAS, the Public Works Department received three (3) bids in response to the invitation and has determined that the bid submitted by McConnell & Associates Corp. in the amount of \$91,262.50 for the Downtown Alley and Parking Resurfacing Project was the most advantageous bid received; and

WHEREAS, the City finds McConnell & Associates Corp. meets all of the qualifications as the lowest and best bidder for the project; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with McConnell & Associates Corp. in the amount of \$91,262.50 for such purposes; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with McConnell & Associated Corp., attached hereto as Exhibit "A" and incorporated herein, for the Downtown Alley and Parking Resurfacing Project within the City, in an amount not to exceed \$91,262.50, is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 11th day of July, 2023.

Michael McDonough, Mayor

ATTEST:

Approved as to Form:

Teresa M. Henry, City Clerk

Jennifer M. Baird, City Attorney

Project No. MS-2022-04

**CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PUBLIC IMPROVEMENTS**

**AGREEMENT BETWEEN CITY
AND CONTRACTOR**

FOR: RAYTOWN ALLEY AND PARKING LOT

THIS AGREEMENT BETWEEN CITY AND CONTRACTOR, hereinafter "Agreement," is made and entered into this __ day of _____, 20____, by and between the City of Raytown, Missouri, hereinafter "City," and _____, hereinafter "Contractor."

WITNESSETH:

WHEREAS, City has prepared a Notice to Bidders, Instructions to Bidders, Bid Form, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, (hereinafter collectively "Contract Documents"), and City has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for the construction of public improvements in accordance with the terms of this Agreement including, but not limited to, the furnishing of the cost of materials, labor, tools and equipment; and

WHEREAS, Contractor, in response to the advertisement inviting sealed Bids, has submitted to City a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, City has publicly opened, examined and reviewed the Bids submitted, and as a result has determined and declared Contractor to be the best and most responsible Bidder for the construction of said public improvements, and has duly awarded to Contractor a contract upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid, attached hereto and made a part of this Agreement.

NOW THEREFORE, in consideration of the compensation to be paid to Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, City for itself and its successors, and Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other construction accessories, services and facilities required to construct and complete the Work as designated, described and required by the Contract Documents, to wit:

all in accordance with the Contract Documents, including but not limited to, the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions, on file with the City Clerk of Raytown, Missouri, all of which Contract Documents form this Agreement, and are as fully a part hereof as if repeated verbatim herein; all Work to be done in a good, substantial and workmanlike manner and to the satisfaction of City, and in accordance with the laws of the City of Raytown, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. City shall pay to Contractor for the performance of the Work embraced in this Agreement, and Contractor will accept in full compensation therefore, the sum of _____ (_____) referred to as the Contract Price (subject to adjustment as provided by and in accordance with the Contract Documents), for all Work covered by and included in this Agreement, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents. City reserves the right to make additions and deletions to the Contract Documents as provided therein. The amount retained from any payment shall be governed by the General Conditions to this Agreement.

ARTICLE III. Contractor shall commence Work upon the date stated in the Notice to Proceed, and will complete all Work covered by this Agreement within the time specified in the Notice to Proceed. Time is of the essence. **This contract is for all work on the project to be complete, including punch list items, by September 30, 2023.** Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in the General Conditions for each and every 24 hour calendar day the Work remains incomplete over the specified completion time.

ARTICLE IV. Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion hereof, without previous written consent of City. In case such consent is given, Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization, Work amounting to not less than fifty per cent (50%) of the total Contract Price. No subcontracts, or other transfer of this Agreement, shall release Contractor of its liability under this Agreement and the bonds applicable hereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: 1) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; 2) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and its surety(ies); and 3) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified in this Agreement, in the Contract Documents, as set forth in the insurance policy(ies) and bonds pertaining to liability and surety coverage.

ARTICLE VI. City and Contractor specifically agree that by executing this Agreement, the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein and the Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Missouri.

ARTICLE IX. All local, state and federal laws and requirements as described in the Contract Documents and General Conditions which apply to this Agreement shall be incorporated herein by reference.

ARTICLE X. Should any provision of this Agreement or the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Raytown, Missouri has caused this Agreement to be executed on its behalf and Contractor through Contractor's duly authorized officer or representative has executed three (3) counterparts of this Agreement in the prescribed form and manner, the day and year first above written.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER: CITY OF RAYTOWN, MISSOURI

Sign: _____

Print: Damon Hodges

Title: City Administrator

Date: _____

[SEAL]

ATTEST:

Sign: _____

Print: Teresa Henry

Title: City Clerk

Date: _____

CONTRACTOR: [SEAL]

Company: _____

By: _____
Signature

Print: _____

Title: _____

Address

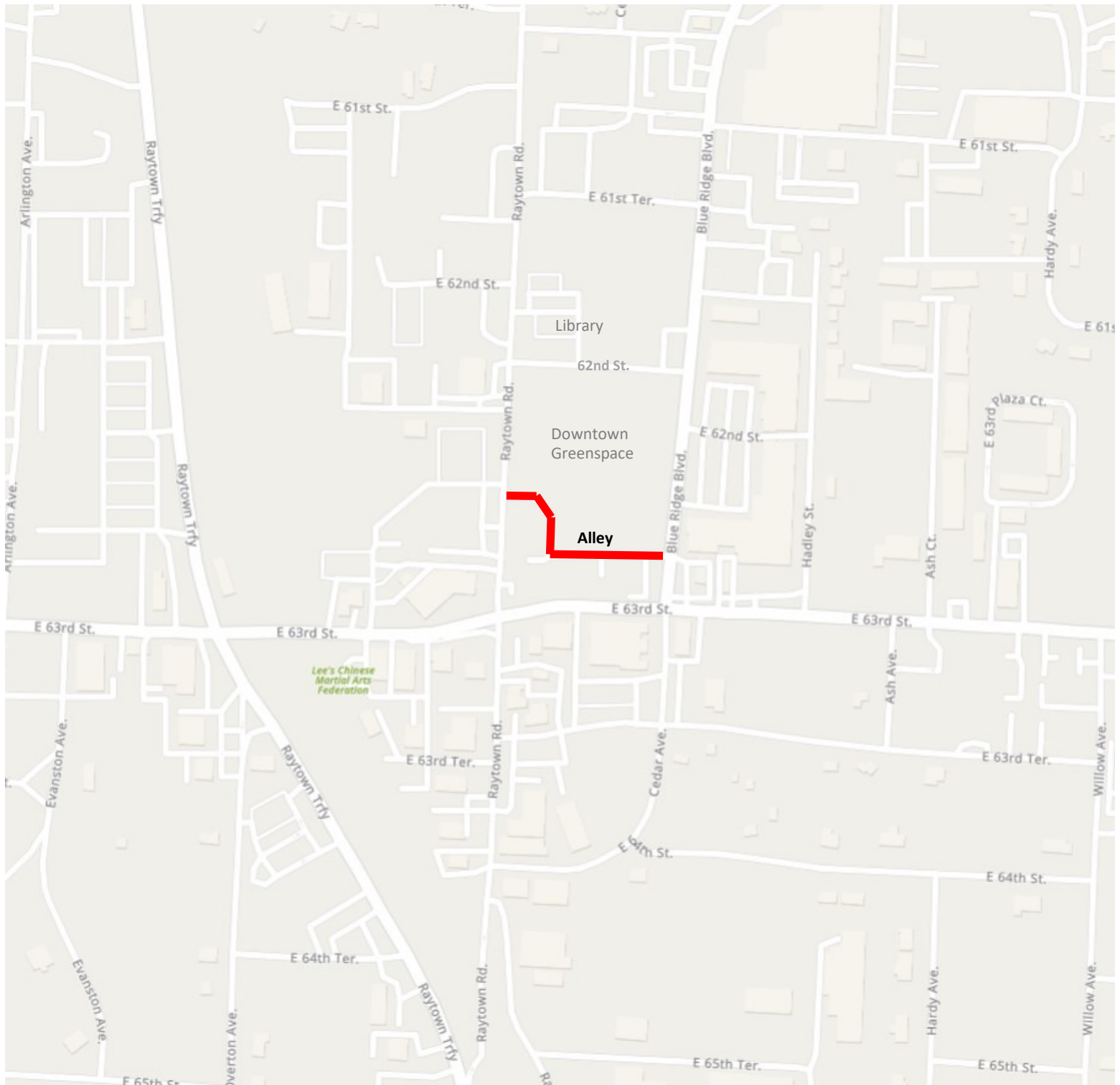
City, State, Zip

Phone No.

Email Address

(If the Contract is not executed by the president of the corporation or general partner of the partnership, Contractor must provide documentation which authorizes the signer to bind the corporation or partnership.)

2023 Downtown Alley Project Location Map





BID RESULTS

2023 Downtown Alley Parking Lot Project

Wed., June 7, 2023 -- 2:05pm

CONTRACTOR		Total Bid
1.	McConnell & Associates Corp.	\$91,262.50
2.	Advanced Asphalt	\$93,237.91
3.	Thorne & Son Asphalt	\$116,212.50

Engineer's Estimate	\$97,182.00
---------------------	--------------------

June 8, 2023

Rob Camp
Director of Public Works
City of Raytown, MO
10000 E 59th Street
Raytown, Missouri 64133

Re: Alley Parking Lot Project Bid Recommendation Letter

Dear Mr. Camp:

Bids were received for the above referenced project on Wednesday, June 7, 2023.

A total of three bids were received. The low bid was submitted by McConnell and Associates in the amount of \$91,262.50. The engineer's estimate for the project was \$97,182.00.

We have previously worked with McConnell and Associates including when they completed 2022 NSRP in Raytown and found them to be a qualified contractor. They have supplied a list of subcontractors. After consultation with City staff, we recommend that McConnell and Associates be awarded the Alley Parking Lot Project in the amount of \$97,182.00.

You may contact me with any questions, or if you need additional information.

Sincerely,
LAMP RYNEARSON



Greg Van Patten, P.E.
Project Manager

CC:

Email C: Project File
Jason Hanson, P.E. – City Engineer, City of Raytown
Troy Montague, Project Engineer
Dan Miller, P.E. – Civil Design Group Leader



9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

COMPLETED BID TABULATION													
2023 RAYTOWN ALLEY AND PARKING				ENGINEER'S ESTIMATE		McConnell & Associates		Advanced Asphalt		Thorne and Son		Average Minus High and Engineer's	
City of Raytown, MO													
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 10,000.00	\$10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 3,750.00	\$ 3,750.00
2	Traffic Control	LS	1	\$ 2,000.00	\$2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
3	Milling (2")	SY	521	\$ 7.00	\$3,647.00	\$ 5.55	\$ 2,891.55	\$ 6.71	\$ 3,495.91	\$ 18.00	\$ 9,378.00	\$ 6.13	\$ 3,193.73
4	Milling and Demolition (5")	SY	1129	\$ 13.00	\$14,677.00	\$ 10.55	\$ 11,910.95	\$ 12.00	\$ 13,548.00	\$ 18.50	\$ 20,886.50	\$ 11.28	\$ 12,729.48
5	Asphalt Base (3") (APWA Type 5 MOD)	TON	190	\$ 140.00	\$26,600.00	\$ 148.00	\$ 28,120.00	\$ 157.00	\$ 29,830.00	\$ 135.00	\$ 25,650.00	\$ 152.50	\$ 28,975.00
6	Asphalt Surface (2") (APWA Type 5 MOD)	TON	190	\$ 150.00	\$28,500.00	\$ 148.00	\$ 28,120.00	\$ 157.00	\$ 29,830.00	\$ 146.00	\$ 27,740.00	\$ 152.50	\$ 28,975.00
7	Restore Pavement Markings (White) (4") (Thermoplastic)	LF	270	\$ 4.00	\$1,080.00	\$ 5.00	\$ 1,350.00	\$ 3.00	\$ 810.00	\$ 5.00	\$ 1,350.00	\$ 4.00	\$ 1,080.00
8	Signs (NO PARKING)	EA	5	\$ 200.00	\$1,000.00	\$ 270.00	\$ 1,350.00	\$ 100.00	\$ 500.00	\$ 120.00	\$ 600.00	\$ 185.00	\$ 925.00
9	Wheel Stop (Remove and Replace) (Concrete)	EA	14	\$ 275.00	\$3,850.00	\$ 200.00	\$ 2,800.00	\$ 300.00	\$ 4,200.00	\$ 260.00	\$ 3,640.00	\$ 250.00	\$ 3,500.00
10	Sodding	SY	92	\$ 9.00	\$828.00	\$ 35.00	\$ 3,220.00	\$ 22.00	\$ 2,024.00	\$ 54.00	\$ 4,968.00	\$ 28.50	\$ 2,622.00
11	Force Account	SET	1	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Construction Subtotal					\$ 97,182.00		\$ 91,262.50		\$ 93,237.91		\$ 116,212.50		\$ 92,250.21

LIST OF SUBCONTRACTORS

In the following spaces please list the required information for all sub-contractors working on this project:

Contractor Name: Erosion Specialists
Street Address: 681599 PO Box
City, State, Zip: Riverside MO 64168
Phone Number: 816-321-1847
Number of years in business performing this type of work: 10+ years

Contractor Name: Heartland Traffic Services
Street Address: 646 N 47th Street
City, State, Zip: Kansas City, KS 66102
Phone Number: 816-741-3339
Number of years in business performing this type of work: 45+ years

Contractor Name: _____
Street Address: _____
City, State, Zip: _____
Phone Number: _____
Number of years in business performing this type of work: _____

Contractor Name: _____
Street Address: _____
City, State, Zip: _____
Phone Number: _____
Number of years in business performing this type of work: _____

ADDENDUM 1

CITY OF RAYTOWN, MISSOURI AGREEMENT FOR PUBLIC IMPROVEMENTS

BID FORM

PROJECT: Raytown Alley and Parking Lot Project

TO: CITY OF RAYTOWN
JACKSON COUNTY, MISSOURI

NOTE: PLEASE DO NOT RETURN THESE DOCUMENTS IF YOU ARE NOT SUBMITTING A BID. YOUR NAME WILL REMAIN ON OUR BIDDERS' LIST UNTIL WE ARE NOTIFIED TO REMOVE IT.

The undersigned Bidder hereby proposes to furnish all material, supplies, transportation, tools, equipment and necessary labor to construct, install, plant and complete all Work stipulated in, required by, and in conformity with the proposed Contract Documents, incorporated herein (including all documents referred to therein) and any and all written addenda thereto, for and in consideration of the unit prices as follows:

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Jackson County Wage Order **#29**). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

RECEIVED 2:05pm

JUN 07 2023

CITY OF RAYTOWN

ADDENDUM 1

BIDDING COMPANY: McConnell & Associates, Corp.Date: 6/7/2023

RAYTOWN ALLEY AND PARKING LOT PROJECT					
Item No.	Description	Unit	Est Qty	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$5,000.00	\$5,000.00
2	Traffic Control	LS	1	\$1,500.00	\$1,500.00
3	Milling (2")	SY	521	\$5.55	\$2,891.55
4	Milling and Demolition (5")	SY	1129	\$10.55	\$11,910.95
5	Asphalt Base (3") (APWA Type 5 MOD)	TON	190	\$148.00	\$28,120.00
6	Asphalt Surface (2") (APWA Type 5 MOD)	TON	190	\$148.00	\$28,120.00
7	Restore Pavement Markings (White) (4") (Thermoplastic)	LF	270	\$5.00	\$1,350.00
8	Signs (NO PARKING)	EA	5	\$270.00	\$1,350.00
9	Wheel Stop (Remove and Replace) (Concrete)	EA	14	\$200.00	\$2,800.00
10	Sodding	SY	92	\$35.00	\$3,220.00
11	Force Account	SET	1	\$5,000.00	\$5,000.00

TOTAL RAYTOWN ALLEY AND PARKING LOT PROJECT BID

(Items 1-11):\$ 91,262.50

TOTAL RAYTOWN ALLEY AND PARKING LOT BID IN WORDS:

Ninety one thousand two hundred sixty two dollars and fifty cents.

1. The undersigned further agrees to begin work within 10 days of the date stated in the Notice to Proceed, and to complete the Work, including punch list items, no later than September 30, 2023. ***The City of Raytown official holidays are: New Years Eve, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, and Christmas.***

The undersigned also declares that he/she understands that liquidated damages based on the full bid price of the contract shall be assessed against contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-33 of the general conditions for each and every calendar day the work remains incomplete over the specified completion time(s) stated above in paragraph 1.

2. In submitting this Bid, the undersigned declares that it is of lawful age and executed this Bid on behalf of the Bidder named herein, and that the undersigned has lawful authority to do so. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons, of any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with Bidder in said Bid or Bids, until after the sealed Bid or Bids are opened.

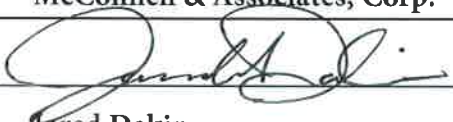
ADDENDUM 1

3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and that it has inspected the actual location of the Work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form the undersigned on behalf of the Bidder waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute the Agreement within 10 calendar days from and after Notice of Award of the Agreement is delivered to the Bidder, and failure of the Bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to Bid security.
5. It is understood that the City will pay monthly pay estimates submitted in accordance with the City of Raytown's claims policy and approved by the City Engineer, all as provided in the Contract Documents.
6. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

The undersigned agrees as set forth in the Instructions to Bidders, should this Bid be accepted and the Contract be awarded to this Bidder and Bidder should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the Bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to said City of Raytown, Missouri.

Dated this 7 day of June, 2023.

Company Name: McConnell & Associates, Corp.

By: Sign: 

Print: Jared Dakin

Project Manager

Title

1225 Iron Street

Address

North Kansas City, MO 64116

City, State, Zip

816-842-6066

Telephone Number

j.dakin@mconnellassociates.org

Email Address

ADDENDUM 1

Bid Date: Wednesday, June 7th @ 2:00 PM

City of Raytown, Missouri
Raytown Alley and Parking Project
Lamp Rynearson Project No. 032208.03

June 2, 2023
Addendum No. 1

TO ALL PROSPECTIVE BIDDERS:

The Contract Documents are hereby amended by the following modifications:

1. Replace the bid proposal with the attached below bid proposal.
 - a. Raytown Alley and Parking Project item quantities 3-9 were edited to match as shown on the plans.

The undersigned hereby acknowledges receipt of this addendum, which by this reference paragraphs 1 and 2. are hereby incorporated in and become a part of the Contract Documents for the above referenced project.

PLEASE ATTACH THIS EXECUTED ADDENDUM TO YOUR BID.

McConnell & Associates, Corp.
Company Name

Signature 
Jared Dakin - Project Manager
Title

1225 Iron Street
Address

North Kansas City, MO 64116
City, State, Zip Code

816-842-6066
Phone Number

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we **McConnell & Associates Corp., 1225 Iron Street, North Kansas City, MO 64116**

as Principal, hereinafter called the Principal, and **Hartford Fire Insurance Company, One Hartford Plaza, Hartford, Connecticut 06155**

a corporation duly organized under the laws of the State of **Connecticut** as Surety,

hereinafter called the Surety, are held and firmly bound unto **City of Raytown, 10000 E. 59th Street, Raytown, MO 64133**

Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%)** of the Amount Bid Dollars (\$-----),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Raytown Alley & Parking Lot**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this **7th** day of **June, 2023**



(Witness)



(Witness)

McConnell & Associates Corp.

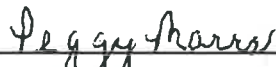
(Principal)

(Title)

Hartford Fire Insurance Company

(Surety)

(Seal)



Peggy Mann, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: G M PETERS AGENCY

Agency Code: 37-284632

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Trevor Baldwin, Travis Barker, Shane Davolt, Peggy Marrs, Bridgett McQuerrey of
KANSAS CITY, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 7, 2023.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

REFERENCES ATTACHMENTOWNER: CITY OF RAYTOWN, MISSOURI

CONTRACTOR: _____

WORK: RAYTOWN ALLEY AND PARKING LOT

BID NO.: _____

REFERENCEPublic Owner: North Kansas City Road DistrictProject/Contract Name: Streets (Annual)Location of Project: North Kansas CityContract Price: VariesProject Started: _____ Completed: AnnualOwner's Representative (Name and Telephone):
Bear Kistler 816-830-8834Bidder's Representative (Name and Telephone):
Jared Dakin 816-842-6066Scope of Project: Street Overlays**REFERENCE**Public Owner: Lenexa Parks & RecProject/Contract Name: Sar-Ko-Par BasketballLocation of Project: Sar-Ko-Par ParkContract Price: \$133KProject Started: 22 Completed: 22Owner's Representative (Name and Telephone):
Logan Wagler 913-447-7100Bidder's Representative (Name and Telephone):
Mike Mehaffey 816-842-6066Scope of Project: Basketball Courts**REFERENCE**Public Owner: Roeland Park KSProject/Contract Name: Roe Blvd/Street PatchingLocation of Project: Various LocationsContract Price: \$700,000Project Started: 2021 Completed: 2022Owner's Representative (Name and Telephone):
Donnie Scharff 913-722-2600Bidder's Representative (Name and Telephone):
Jared Dakin 816-842-6066Scope of Project: Asphalt/Concrete/Landscape**REFERENCE**Public Owner: City of RaytownProject/Contract Name: 2022 NSRPLocation of Project: Evanston AveContract Price: \$282KProject Started: 2022 Completed: 2022Owner's Representative (Name and Telephone):
Jason HansonBidder's Representative (Name and Telephone):
Jared Dakin 816-842-6066Scope of Project: Street Replacement

PERSONNEL QUALIFICATIONS

Please submit the Name, Title, Years of Experience, and Phone Numbers for all management and field management personnel that will be involved with the City of Raytown project, Raytown Alley and Parking Lot.

Jared Dakin - Senior Project Manager - 10 years - 816-518-8724

Ryan Hill - Vice President of Civil Construction - 17 years - 816-786-5711

Doug Siscoe - Paving Foreman - 12 years - 816-508-0598

LIST OF SUBCONTRACTORS

In the following spaces please list the required information for all sub-contractors working on this project:

Contractor Name: Erosion Specialists
Street Address: 681599 PO Box
City, State, Zip: Riverside MO 64168
Phone Number: 816-321-1847
Number of years in business performing this type of work: 10+ years

Contractor Name: Heartland Traffic Services
Street Address: 646 N 47th Street
City, State, Zip: Kansas City, KS 66102
Phone Number: 816-741-3339
Number of years in business performing this type of work: 45+ years

Contractor Name: _____
Street Address: _____
City, State, Zip: _____
Phone Number: _____
Number of years in business performing this type of work: _____

Contractor Name: _____
Street Address: _____
City, State, Zip: _____
Phone Number: _____
Number of years in business performing this type of work: _____

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF Clay

Jared Dakin being first duly sworn, deposes and says that they are
Senior Project Manager
Title of Person Signing
of McConnell & Associates
Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY [Signature]
BY _____
BY _____

SWORN to before me this 7 day of June 2023
[Signature]
Notary Public



My Commission Expires: 10/27/25

AFFIDAVIT OF WORK AUTHORIZATION

Comes now Jared Dakinas Project Manager first being duly sworn, on my oath, affirm _____
name office held

McConnell & Associates is enrolled and will continue to participate in a federal work
company name
authorization program in respect to employees that will work in connection with the contracted services related
to _____ for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).
bid number

I also affirm that McConnell & Associates does not and will not knowingly employ a person who is
company name
an unauthorized alien in connection with the contracted services related to _____ for the duration
bid number
of the contract, if awarded.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

[Signature] Jared Dakin
Signature (person with authority) Printed Name
Senior Project Manager 6/7/23
Title Date

Subscribed and sworn to before me this 7 day of June, 20 23. I am commissioned
as a notary public within the County of Clay, State of Mo, and my commission
expires on 27 day of October, 20 25.
[Signature] 6/7/23
Signature of Notary Date





MAC

McConnell & Associates

1225 Iron • North Kansas City, MO 64116 • 816-842-6066 • Fax 816-842-1638 • www.McConnellAssociates.org
St. Louis: 314-982-1920 • Pevely: 636-475-7733 • Wichita: 316-264-1180

To Whom It May Concern:

I, Chris Hanson, as CFO and an officer of McConnell & Associates, hereby authorize Mr. Jared Dakin to sign any and all contract documents, on my behalf.

Authorized Person:

Jared Dakin

Project Manager

j.dakin@mcconnellassociates.org

816-518-8724

Sincerely,

Chris Hanson

CFO/Officer

c.hanson@mcconnellassociates.org

816-842-6066

CITY OF RAYTOWN, MO**NOTICE TO BIDDERS**

Sealed bids for **Raytown Alley and Parking Lot Project** will be accepted by the City of Raytown, Missouri at the Public Works Department, Raytown City Hall, 10000 E. 59th Street, Raytown, Missouri 64133, until 2:00 P.M. (local time) on June 7, 2023. At which time bids will be publicly opened and read aloud at the Raytown City Hall. Any bid received after the designated closing time will not be considered and will be returned unopened.

Copies of plans, specifications, bid documents, and other Contract Documents can be seen or purchased on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found under the "Public Jobs" link on the website. Prospective bidders desiring the Contract Documents for use in preparing bids shall obtain a set of such documents from Drexel Technologies, 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Any questions regarding the project, plans, specification, or bid documents should be directed to Lamp Rynearson, (816) 361-0440.

All bids shall be submitted to the Public Works Department in sealed envelopes addressed to the CITY OF RAYTOWN, MISSOURI, ATTENTION: CITY ENGINEER, and marked "Bid for: **Raytown Alley and Parking Lot Project.**" Bids will be received on a unit price basis.

CONTRACT IS SUBJECT TO THE STATE OF MISSOURI PREVAILING WAGE LAW (290.250 and 293.40) and JACKSON COUNTY ANNUAL WAGE ORDER #29. 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.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS INCLUDING ADDENDA BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT HE/SHE HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND HAS VISITED THE SITE OF THE WORK TO FULLY INFORM HIMSELF/HERSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN HIS/HER BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK AS SPECIFIED IN THE CONTRACT DOCUMENTS.

The project contractor and each subcontractor shall require each on-site employee to complete the 10 hour safety program required under Section 292.675, RSMo, within 30 days of beginning any of the work on the project if he or she has not previously completed the program or does not have documentation of having done so.

All bids are subject to the Buy Local/American policy and any other applicable purchasing statutes of the State of Missouri.

No oral telegraphic, telephonic proposals or alterations will be considered. Facsimile transmissions will not be accepted.

The following items must be included in the sealed envelope with the Bid:

- a) Bid Form
- b) Addendum signed & dated, along with Addendum Acknowledgement page in Bid Form
- c) Each Bid shall be accompanied by a certified check, made payable to the City of Raytown, Missouri in an amount not less than five percent (5%) of the total Bid or by a Bid Bond with a Surety licensed to do business in the State of Missouri in the amount of five percent (5%) of the total Bid. This Security may be retained by the Owner until the Contract for the Project has been fully executed.
- d) References
- e) Personnel Qualifications
- f) List of Subcontractors
- g) Anti-Collusion Statement
- h) Work Authorization Affidavit

In the event the low bidder is unable to execute the Contract, for whatever reason, within the time provided in the Notice of Award, City may annul the Notice of Award and the bid deposit may be forfeited and City shall exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security or specific performance.

City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of City Clerk, prior to the time and date for bid opening.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF CITY BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS NOTICE SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

Owner: City of Raytown, Missouri

Date: _____

**CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PUBLIC IMPROVEMENTS**

INSTRUCTIONS TO BIDDERS

IB-1 Bids

All Bids shall be made on the forms provided in these Contract Documents and shall be in compliance with the Notice to Bidders. All appropriate blanks shall be filled in, in black ink or typewritten, and shall be signed by the appropriate authorized individual on behalf of him/herself or the entity submitting the Bid as required herein. Each Bid must be enclosed in a sealed envelope plainly marked **"Bid for: Raytown Alley and Parking Lot Project."** Pursuant to the Notice to Bidders, Bids shall be addressed to "CITY OF RAYTOWN, MISSOURI, Attention: Public Works Director."

IB-2 Definitions

[See General Conditions Section GC-1].

IB-3 Bidder's Representation

Each Bidder, by submitting its Bid, represents that:

- a. Bidder has read and understands the Bidding Documents, acknowledges that the documents are of sufficient detail and scope to understand the terms and conditions for performance, and his/her Bid is made in accordance therewith;
- b. Bidder has familiarized himself/herself with Federal, State and local laws, ordinances, rules and regulations which may in any manner affect cost, progress and the complete and timely performance of the Work;
- c. Bidder has visited the site, has familiarized himself/herself with the local conditions under which the Work is to be performed, has reviewed all public reports, inspections and other documents relating to the project and has correlated his/her observations with the requirements of the proposed Contract Documents;
- d. Bidder's Bid is based upon the materials, systems and equipment required by the Bidding Documents, without exception.

IB-4**Bidding Documents**

Bidders may obtain complete sets of the Bidding Documents as set out in the Notice to Bidders.

Bidders shall use complete sets of Bidding Documents in preparing Bids. City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

City, in making copies of the Bidding Documents available, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use of the Bidding Documents.

IB-5**Execution of Bid**

Bids shall be made upon the form provided in these Bidding Documents. The form must be completed in black ink or typewritten and the completed form shall be without alteration or erasure. If a Bid on all alternates is not required for alternate items, a written indication of "no Bid" on the Bid form is required. The Contract Price shall be stated both in writing and in figures. The Bid must be signed. If the Bid is being submitted by a corporation or a partnership, it must contain the entity's name and be signed by the President or other legally authorized representative if it is a corporation, or by a partner if it is a partnership.

All Bids shall contain an address, telephone number, and a facsimile number, to which communications regarding the Bid may be directed.

With each copy of the Bidding Documents, a Bidder is furnished one (1) copy of the Bid Form, and, if required, the Bid Bond Form. The Bid Form is to be completed and submitted with the Bid security and the following documents:

- A. Bid Form
- B. Addendum signed & dated, along with Addendum Acknowledgement page in Bid Form
- C. Each Bid shall be accompanied by a certified check, made payable to the City of Raytown, Missouri in an amount not less than five percent (5%) of the total Bid or by a Bid Bond with a Surety licensed to do business in the State of Missouri in the amount of five percent (5%) of the total Bid. This Security may be retained by the Owner until the Contract for the Project has been fully executed.
- D. References
- E. Personnel Qualifications
- F. List of Subcontractors
- G. Anti-Collusion Statement
- H. Work Authorization Affidavit

IB-6**Execution of Contract Documents**

The successful Bidder shall be required to enter into a contract with City. When executing the contract, the following shall apply:

If the successful Bidder is a corporation, the contract must be executed in the corporation's name by the President or Vice-President (or other corporate officer with evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary. The corporate address must be shown below the signature. If the successful Bidder is a partnership, the contract must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The successful Bidder shall provide to City a Certificate of Authorization to Do Business in the State of Missouri from the Missouri Secretary of State which is valid for the year in which construction is commenced.

All names must be typed or printed below the signature. The address, telephone number and facsimile number or email address to which communications regarding the contract are to be directed must be shown.

If the successful Bidder is a foreign corporation, foreign limited partnership, or foreign limited liability company duly authorized to do business in the State of Missouri, a copy of the authorization, a copy of a Certificate of Good Standing, along with a Letter of Good Standing, issued by the Missouri Secretary of State and valid for the year construction is commenced, shall be filed with City prior to commencement of construction.

Successful Bidders who are not residents of the State of Missouri and are not a foreign corporation, foreign limited partnership, or foreign limited liability company qualified to do business and in good standing in Missouri, are required to appoint an agent for service of process who is a resident of Missouri.

IB-7**Defects in the Bidding Documents or Contract Documents**

Bidders shall promptly notify City in writing of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which may be discovered upon examination of the Bidding/Contract Documents or of the Project site and location conditions.

Bidders requiring clarification or interpretation of the Bidding/Contract Documents shall make a written request received by City Engineer at least seven (7) days prior to the date of Bid opening.

Any interpretation, correction or change of the Bidding/Contract Documents will be made by written Addendum from City Engineer. Interpretations, corrections or changes to the Bidding/Contract Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes. Bidders will not be permitted to take advantage of any such defect.

IB-8

Insurance

Upon award of this Agreement, the successful Bidder will be required to secure and maintain, throughout the duration of the Agreement, insurance of such types and in at least such amounts as required herein. The successful Bidder will be required to provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) are to be filed with City prior to commencement of any Work. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate.

Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Contractor shall also promptly notify City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance, whether or not such impairment came about as a result of this Agreement.

If City subsequently determines that Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that City determines such limits inadequate for the balance of the Project, Contractor shall, upon notice from City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

City will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Missouri;
- (2) Carries a Best's policyholder rating of "A" or better;
- (3) Carries at least a Class "X" financial rating; or
- (4) Is a company mutually agreed upon by City and Contractor

Policy **MUST** include the following conditions:

- (a) Contractual Liability and Independent Contractors; and
 - (b) Explosion, Collapse & Underground, if applicable.
- (Certificate must confirm inclusion of "Blasting" coverage, if applicable)

Automobile Liability

Policy shall protect Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- A) Any Auto
OR
- B) All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single
Limits, Bodily Injury and

Property Damage:\$500,000

Notwithstanding the foregoing, should Contractor not own any automobiles, the automobile liability requirement shall be amended to allow Contractor to maintain only Hired and Non-Owned Autos.

Workers' Compensation

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

Employers' Liability

Bodily Injury by Accident: \$100,000 Each Accident
Bodily Injury by Disease: \$500,000 Policy Limit
Bodily Injury by Disease: \$100,000 Each Employee

Excess/Umbrella Liability

An umbrella or excess liability policy in the minimum amounts as shown below:

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

The umbrella or excess policy must be at least as broad as the underlying policies and include the following protection.

- A) General Liability. Limits:
 - Each Occurrence.....\$ 1,000,000
 - Damage to Rented Premises.....\$100,000
 - Medical Expense Limit.....\$5,000
 - Personal & Advertising Injury\$ 1,000,000
 - General Aggregate Limit.....\$ 2,000,000
 - Products/Completed Operations.....\$1,000,000
 - General Aggregate\$1,000,000

Fire Damage Limit.....\$50,000

Policy **MUST** include the following conditions:

- (a) Contractual Liability & Independent Contractors;
and
- (b) Explosion, Collapse & Underground, if applicable.

B) Automobile Liability

Policy shall protect the contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

A) Any Auto

OR

B) All Owned Autos;
Hired Autos; and
Non-Owned Autos

Automobile Liability Minimum Limits:

Combined Single Limit.....\$ 1,000,000

Each Occurrence Limit.....\$ 1,000,000

Medical Expense Limit.....\$ 5,000

Notwithstanding the foregoing, should Contractor not own any automobiles, the automobile liability requirements shall be amended to allow Contractor to maintain only Hired and Non-Owned Auto protection.

C) Employers' Liability

Bodily Injury by Accident: \$1,000,000 Each Accident

Bodily Injury by Disease: \$500,000 Policy Limit

Bodily Injury by Disease: \$500,000 Each Employee

Unless otherwise specified, City shall be shown as an additional insured on all general liability, automobile liability and any applicable umbrella or excess liability policies of insurance.

Owner's Protective Liability

On all contracts in excess of \$100,000, Contractor shall take out, pay for and deliver to City an Owner's Protective liability insurance policy, issued on an occurrence basis, naming the City of Raytown, Missouri, as "named insured". The policy shall be maintained during the life of this Agreement. Limits of protection shall be at least \$500,000 Combined Single Limits, Bodily Injury and Property Damage. The policy shall contain no exclusion relative to any function performed by City or its employees in conjunction with this project. This Owner's Protective liability policy shall be primary insurance for City.

Subcontractors' Insurance

If a part of the Contract is to be sublet, Contractor shall either:

- (1) Cover all subcontractors in Contractor's general liability insurance policy; or
- (2) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor.

Professional Liability

The Professional shall maintain throughout the duration of this Agreement and for a three (3) year period (optional) thereafter, Professional Liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each claim/aggregate, and shall provide City a certificate thereof. *(Only required on Design Build Contracts)*

IB-9

Substitutions

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of Bids unless written request for approval has been received by City Engineer at least seven (7) days prior to the date of Bid opening. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The City Engineer's decision of approval or disapproval of a proposed substitution shall be final.

If City Engineer approves any proposed substitution prior to receipt of Bids, such approval will be set forth in a written addendum. Bidders shall not rely upon approvals made in any other manner.

IB-10

Addenda

Written Addenda will be mailed or faxed, or emailed to all who are known by City to have received a complete set of Bidding Documents.

Copies of written Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No written addenda will be issued later than two (2) days prior to the date of Bid opening except an addendum withdrawing the request for Bids or one which includes postponement of the date of Bid opening.

Each Bidder shall ascertain prior to submitting his/her Bid that he/she has received all written addenda issued, and shall acknowledge its receipt in his/her Bid.

IB-11 Taxes

It is the intent of City to supply Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on the project. Contractor shall, in preparing his/her proposal, omit from his/her computed costs all sales and service taxes. Two copies of State of Missouri Project Completion Certification (Form STD-77) will be furnished to City by the Missouri Department of Revenue upon issuance of a tax exemption number. Two copies of the Project Completion Certification will be forwarded to Contractor and must be signed and returned to City upon completion of the project. City will forward one (1) copy of the Project Completion Certification to the Missouri Department of Revenue and retain one copy. All invoices must be retained by Contractor for a period of five (5) years and are subject to audit by the Missouri Department of Revenue. Final payment may be held by City until City has received the two Project Completion Certifications from Contractor along with a Consent.

IB-12 Liquidated Damages

In case of failure on the part of Contractor to effect completion within the time specified, City shall have the right to deduct from the total compensation otherwise due Contractor as liquidated damages, fixed and agreed to in advance, the sum of \$400 for each 24-hour calendar day, including weekends and holidays, the work remains incomplete over the specified completion time.

In the event moneys being retained by City shall not be sufficient to cover the amount of any liquidated damages, City may sue for and recover compensation for damages for nonperformance of this Contract at the time stipulated herein and provided for.

IB-13 Qualification of Bidders

In evaluating Bids and determining the lowest responsible Bidder, City shall consider qualifications of the Bidders. Each Bidder shall submit on a form provided for that purpose, a Statement of Bidder's Qualifications, when required by City. City may consider the qualification and experience of Bidders and subcontractors and other persons and organizations, including suppliers, proposed to be involved in the project. Operating costs, maintenance

considerations, performance data and guarantees of materials and equipment may also be considered by City.

City may conduct such investigation it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons, organizations and suppliers, to do Work in accordance with the contract documents to City's satisfaction within the prescribed time. The City reserves the right to reject any bid where investigation of available evidence does not satisfy the City, in its sole discretion, that the Bidder is qualified to carry out properly all terms of the contract and work.

IB-14 Award of Contract

The contract will be awarded to the successful Bidder as determined by City.

City reserves the right to reject any and all Bids; to waive any and all technicalities, irregularities and formalities; to negotiate contract terms with the successful Bidder; and the right to disregard all non-conforming, non-responsive or conditional Bids.

If the contract is awarded, City will give the successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening.

When City gives a Notice of Award to the Successful BIDDER, it will be accompanied by at least three (3) unsigned copies of the Contract Documents. Within ten (10) days thereafter CONTRACTOR shall execute and deliver at least three (3) copies of the agreement to City with all other Contract Documents attached. Within ten (10) days thereafter City will deliver one complete set of contract documents, fully executed, to CONTRACTOR.

IB-15 Bonds

The successful Bidder will be required to furnish a Performance Bond, Statutory Bond, and Maintenance Bond on the forms hereinafter provided, each in an amount equal to one hundred per cent (100%) of the amount of the Contract to be awarded in each case in addition to any other bonds as may be required by the Contract Documents. With each bond there shall be filed with City one (1) copy of a "Power of Attorney" certified to include the date of the bonds.

IB-16 Safety Training

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 a stringent as an approved OSHA program as required by Section 292.675, RSMo.

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.

Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

IB-17

Penalty for Failure to Provide Safety Training

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 Article XVI above.

The penalty described in the first paragraph of this Article shall not begin to accrue until the time periods described in Article XVII above have lapsed.

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

IB-18

Federal Work Authorization Program

Pursuant to 2825.530 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.

IB-19 Non-discrimination and Affirmative Action

Contractor shall be an equal opportunity employer as defined by Section 2000 (e) of Chapter 21, Title 42, of the United States Code Annotated (USCA), and shall not discriminate on the basis of race, sex, disability, religion, ethnicity, national origin or age.

IB-20 Sexual Harassment

Harassment on the basis of sex is a violation of Sec. 703 of Title VII of the federal Civil Rights Act of 1964. Any such proven harassment of employees or of other persons shall be deemed a breach of this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City.

Applying general Title VII principles, Contractor is responsible for the acts of its agents, employees, and subcontractors with respect to sexual harassment regardless of whether the specific acts complained of were authorized or forbidden by Contractor and regardless of whether Contractor knew or should have known of their occurrence.

IB-21 Appointment of Agents for Service of Process

Non-resident contractors (having a principal office located outside the state of Missouri) shall appoint an agent for the service of process in Missouri. Any successful Bidder domiciled outside the State of Missouri must comply with this requirement on the form to be provided by City prior to being issued a Notice to Proceed.

IB-22 Subcontracting

Contractor may utilize the services of subcontractors on those parts of the Work which, under normal contracting practices, are performed by subcontractors; provided, however that Contractor shall not award subcontracts which total more than fifty per cent (50%) of the Contract Price.

City may require the apparent successful Bidder and any other Bidder, prior to the Notice of Award, to submit a list of subcontractors. In any event, within seven (7) days after Notice of Award and prior to commencing construction, the successful Bidder shall submit to City a list of the names of all subcontractors proposed for portions of the Work and shall designate which Work each is to perform.

City Engineer shall notify the successful Bidder, in writing, if City, after due investigation, has reasonable objections to any subcontractor on such list, and the successful Bidder shall substitute a subcontractor acceptable to City. If the successful Bidder refuses to submit the name of an acceptable subcontractor, City can refuse to award the contract and the Bid security will be forfeited, or if construction has begun, such failure will be grounds to terminate the contract.

The failure of City to make objection to the subcontractor within ten (10) days after the list of subcontractors is furnished to City shall constitute an acceptance of such subcontractor, but shall not constitute a waiver of any right of City to reject Defective Work, materials or equipment not in conformance with the requirements of the Contract Documents. The successful Bidder/contractor shall not make any substitution for any subcontractor who has been accepted by City unless City Engineer approves the substitution in writing.

IB-23 Conflict of Interest in the Case of Federal Funds

31 USCA Section 1352 requires all sub-grantees, contractors, subcontractors and consultants who receive federal funds via City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and sub-recipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from City and should be returned to City with the other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any subcontractors who fall within the provisions of the Code and to provide City with the same.

IB-24 Pre-Bid Conference

A pre-bid conference may be required. The purpose of this conference is to familiarize Bidders with the project and the documents and to clarify any misunderstandings regarding the same. If the date and time of the pre-bid conference is not identified in the notice to Bidders then City will notify all persons or entities taking out plans on the project by mail or email address or facsimile number which the Bidders provided to City.

IB-25 Bid Mistakes; Procedure for Correction or Withdrawal of Bids

Bids may be modified or withdrawn by written request of the bidder received in the office of the Public Works Director, prior to the time & date for bid opening.

IB-26 Payment by City

Payments by the City may be made using any of the following methods of payment, in its sole discretion: (a) automated clearing house ("ACH") or wire transfer; (b) for payments under \$1,000, credit/purchasing cards; or (c) checks. When utilizing the check option, all checks will be mailed to Contractor's place of business, without exception and may not be picked up in person by Contractor. When utilizing the ACH or wire transfer option, the transaction will occur within

the timeframe provided by the contract documents with no advance or subsequent notice to the Contractor.

The successful Bidder will be required to submit, in the contract documents required by IB-6, such financial information as shall be required by the City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law. Such information may include, but shall not be limited to, bank account number(s), bank ABA number(s), or a Form W9 – Request for Taxpayer Identification Number and Certification.

Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval unless a "Quick Pay" discount option is made available to us. Payment by the City will be made by check. All checks will be mailed to Contractor's place of business, without exception and may not be picked up in person by Contractor. All moneys not paid when due as provided above shall bear interest at the rate specified by Missouri State Statute, RSMo 34-057. Contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by federal law.

IB-27

Night Work will Not be permitted

Night work will not be allowed on this project. The City of Raytown is not staffed to handle work through the night.

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 (IRA), 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 Danny Calvert who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: DG Danny Calvert

Company: Advanced Asphalt Paving & Concrete, LLC

Address: 29807 SW Eagles Pkwy, Grain Valley, MO 64029

- 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 Raytown: Project: Raytown Alley and Parking Lot

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.

For a definition of the term “boycott”, please refer to RSMo. §34.600.3. A copy of the statute is attached.

By signing below, the entity agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above.

Advanced Asphalt Paving & Concrete, LLC

By: DG

Name: Danny Calvert

Title: Owner

ADDENDUM 1

Bid Date: Wednesday, June 7th @ 2:00 PM

City of Raytown, Missouri
Raytown Alley and Parking Project
Lamp Rynearson Project No. 032208.03

June 2, 2023
Addendum No. 1

TO ALL PROSPECTIVE BIDDERS:

The Contract Documents are hereby amended by the following modifications:

1. Replace the bid proposal with the attached below bid proposal.
 - a. Raytown Alley and Parking Project item quantities 3-9 were edited to match as shown on the plans.

The undersigned hereby acknowledges receipt of this addendum, which by this reference paragraphs 1 and 2. are hereby incorporated in and become a part of the Contract Documents for the above referenced project.

PLEASE ATTACH THIS EXECUTED ADDENDUM TO YOUR BID.

Advanced Asphalt Paving & Concrete, LLC
Company Name

Signature
Owner
Title
29807 SW Eagles Pkwy
Address
Grain Valley, MO 64029
City, State, Zip Code
816-847-6060
Phone Number

ADDENDUM 1

CITY OF RAYTOWN, MISSOURI AGREEMENT FOR PUBLIC IMPROVEMENTS

BID FORM

PROJECT: Raytown Alley and Parking Lot Project

TO: CITY OF RAYTOWN
JACKSON COUNTY, MISSOURI

NOTE: PLEASE DO NOT RETURN THESE DOCUMENTS IF YOU ARE NOT SUBMITTING A BID. YOUR NAME WILL REMAIN ON OUR BIDDERS' LIST UNTIL WE ARE NOTIFIED TO REMOVE IT.

The undersigned Bidder hereby proposes to furnish all material, supplies, transportation, tools, equipment and necessary labor to construct, install, plant and complete all Work stipulated in, required by, and in conformity with the proposed Contract Documents, incorporated herein (including all documents referred to therein) and any and all written addenda thereto, for and in consideration of the unit prices as follows:

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Jackson County Wage Order **#29**). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

ADDENDUM 1

3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and that it has inspected the actual location of the Work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form the undersigned on behalf of the Bidder waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute the Agreement within 10 calendar days from and after Notice of Award of the Agreement is delivered to the Bidder, and failure of the Bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to Bid security.
5. It is understood that the City will pay monthly pay estimates submitted in accordance with the City of Raytown's claims policy and approved by the City Engineer, all as provided in the Contract Documents.
6. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

The undersigned agrees as set forth in the Instructions to Bidders, should this Bid be accepted and the Contract be awarded to this Bidder and Bidder should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the Bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to said City of Raytown, Missouri.

Dated this 7 day of June, 2023.

Company Name: Advanced Asphalt Paving & Concrete, LLC

By: Sign: 

Print: Danny Calvert

owner

Title

29807 SW Eagles Pkwy

Address

Grain Valley, MO 64029

City, State, Zip

816.847.6060

Telephone Number

danny@advancedasphaltkc.com

Email Address

RECEIVED 2:04pm
ms

JUN 07 2023

ADDENDUM 1

CITY OF RAYTOWN

BIDDING COMPANY: Advanced Asphalt Paving & Concrete LLC Date: 06/07/2023

RAYTOWN ALLEY AND PARKING LOT PROJECT					
Item No.	Description	Unit	Est Qty	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$2,500.00	\$2,500.00
2	Traffic Control	LS	1	\$1,500.00	\$1,500.00
3	Milling (2")	SY	521	\$6.72	\$3,495.92
4	Milling and Demolition (5")	SY	1129	\$12.00	\$13,548.00
5	Asphalt Base (3") (APWA Type 5 MOD)	TON	190	\$157.00	\$29,830.00
6	Asphalt Surface (2") (APWA Type 5 MOD)	TON	190	\$157.00	\$29,830.00
7	Restore Pavement Markings (White) (4") (Thermoplastic)	LF	270	\$3.00	\$810.00
8	Signs (NO PARKING)	EA	5	\$100.00	\$500.00
9	Wheel Stop (Remove and Replace) (Concrete)	EA	14	\$300.00	\$4,200.00
10	Sodding	SY	92	\$22.00	\$2,024.00
11	Force Account	SET	1	\$5,000.00	\$5,000.00

TOTAL RAYTOWN ALLEY AND PARKING LOT PROJECT BID

(Items 1-11): \$ 93,237.92

TOTAL RAYTOWN ALLEY AND PARKING LOT BID IN WORDS:

ninety three thousand two hundred thirty seven dollars and ninety one cents

- The undersigned further agrees to begin work within 10 days of the date stated in the Notice to Proceed, and to complete the Work, including punch list items, no later than September 30, 2023. **The City of Raytown official holidays are: New Years Eve, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, and Christmas.**

The undersigned also declares that he/she understands that liquidated damages based on the full bid price of the contract shall be assessed against contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-33 of the general conditions for each and every calendar day the work remains incomplete over the specified completion time(s) stated above in paragraph 1.

- In submitting this Bid, the undersigned declares that it is of lawful age and executed this Bid on behalf of the Bidder named herein, and that the undersigned has lawful authority to do so. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons, of any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with Bidder in said Bid or Bids, until after the sealed Bid or Bids are opened.

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Advanced Asphalt Paving &
Concrete, LLC
29807 S.W. Eagles Parkway
Grain Valley, MO 64029

OWNER:

(Name, legal status and address)

City of Raytown, Missouri
10000 East 59th Street
Raytown, MO 64133

BOND AMOUNT: \$ Five Percent (5%) of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Raytown Alley and Parking Lot

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Int.

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Signed and sealed this 7th day of June, 2023

Rachel Skaggs
(Witness)

Messbarger
(Witness)

Secretary

[Signature]
(Principal)

OWNER
(Title)

David S. Salavitch
(Surety)

David S. Salavitch, Attorney in Fact
(Title)



Init.

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User Notes:

(877098080)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, David S Salavitch; Kathryn E Johnson; Luke P Sealer; Robert L Cox II; Rodney S Demaree

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of July, 2022

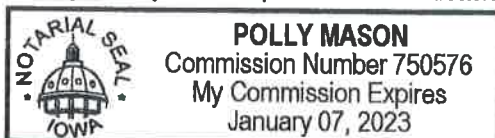


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of July, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of June, 2023



William Warner Jr.
Secretary



Advanced Asphalt

When you think Asphalt, think Advanced!

CREDENTIALS

- About Us
- Highlights & Values
- Memberships, Accreditations & Awards
- Project References
- Certificate of Good Standing, Missouri Secretary of State
- W9 Form
- Vendor NO TAX DUE Letter, State of Missouri
- MoDOT Authorized Prime Contractor Letter, Dept of Transportation
- E-Verify's MOU (*Memo of Understanding*), Dept of Homeland Security
- Employee OSHA 10-HR Safety & Health Construction List
- Certificate of Insurance - Evidence of Coverage





Advanced Asphalt

When you think Asphalt, think Advanced!

ABOUT US

Employees (Go getters, Dynamos, Doers)

Advanced Asphalt Paving & Concrete, LLC company's culture is very important to us. We treat all our employees with equality, dignity, love and respect. We look for people who are driven, solve problems, and take pride in their work. We are people delivering a service to – and through – other people. If you fit this bill and want to be an essential part of a company with both a rich history and a bright future, let's talk.

Danny Calvert

Owner

Direct: 816.443.8900

danny@advancedasphaltpaving.com

Superintendents (Builders, Craftsmen, Project Management, Way-Maker)

Advanced Asphalt Paving & Concrete, LLC Superintendents drive the project schedule, coordinate the subcontractors, and ensure safe jobsites. They are the key point of contact with our clients on every project. They deliver all the resources to the field to get the project done, solving (and preventing) problems along the way.

Michael Calvert

Head Superintendent / Estimator

Direct: 816.443.8901

mikey@advancedasphaltpaving.com

Estimators (Risk Managers, Number Crunchers, Reckoners, Historians)

Advanced Asphalt Paving & Concrete, LLC Pre-Construction team puts the pieces in place before the project starts, breaking the job down into individual scopes of work, building schedules, and putting dollars into buckets. They work with subs and suppliers to solicit competitive bids and identify cost savings.

Brian Freeman

Lead Estimator

Direct: 816.443.8903

estimating@advancedasphaltpaving.com

Administrative Support (Multi-taskers, I-dotters, T-crossers, Facilitators, Controllers)

Advanced Asphalt Paving & Concrete, LLC knows It takes a whole team behind the scenes to support the work in the field. HR/AP/AR/IT/Payroll/Contracts/Bonds and a bunch of other stuff. From counting beans to waiving liens, we keep it all moving forward.

Rachel Scroggs

Office Manager

Direct: 816.443.8902

rachel@advancedasphaltpaving.com

Hannah Hoyt

Administrative Assistant

Direct: 816.355.5232

info@advancedasphaltpaving.com

ROMANS 12:6-8

We have different gifts, according to the grace given to each of us. If your gift is prophesying, then prophesy in accordance with your faith; if it is serving, then serve; if it is teaching, then teach; if it is to encourage, then give encouragement; if it is giving, then give generously; if it is to lead, do it diligently; if it is to show mercy, do it cheerfully.

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HIGHLIGHTS

Full-Service Asphalt Maintenance

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Churches • Schools • Government • Commercial • Residential

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Contact us today for your free estimate!

VALUES

SERVICE

We are dedicated to the needs of our clients and providing them the industry's best service.

INTEGRITY

We will do what we say. We work in an industry that still believes in the power of a handshake and the bond of a promise.

SOLUTIONS

We will provide the best possible solution for every situation.

FAMILY

We are devoted to taking care of our family and creating an environment that allows our workforce to take care of their families.

SAFETY

We are committed to zero accidents or injuries. We have created a culture of safety and education.

PRIDE

We are proud to wear the Calvert name and carry forward the tradition of excellence associated with it.

EZEKIAL 40:17-19

The Outer Court ¹⁷Then he brought me into the outer court; and *there were* chambers and a pavement made all around the court; thirty chambers faced the pavement. ¹⁸The pavement was by the side of the gateways, corresponding to the length of the gateways; *this was* the lower pavement. ¹⁹Then he measured the width from the front of the lower gateway to the front of the inner court exterior, one hundred cubits toward the east and the north.



Advanced Asphalt

When you think Asphalt, think Advanced!

MEMBERSHIPS & ACCREDITATIONS



**Missouri Asphalt Pavement Association
Non-Producer Member**

AAKC

APARTMENT ASSOCIATION
OF KANSAS CITY

**Apartment Association of Kansas City (AAKC)
Supplier Partner**



**The Builders' Association
Specialty Contractor Member**



**Associated General Contractors of America
Kansas City Chapter via The Builders'**



**Better Business Bureau (BBB)
A+ Accredited Business**



**Advanced Asphalt Paving & Concrete, LLC™
Officially Trademarked Business Name and Logo**

AWARDS



**2022 CommunityVotes Lee's Summit
Platinum Winner Voted Best in
Paving and Driveways**



**New World Report 2022 Awards – North America Business
Best Family-Owned Paving Contractor – Missouri**





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PROJECT REFERENCES

City of Louisburg, Kansas

215 S. Broadway
Louisburg, KS 66053
Craig Hufferd, 913.238.6324
\$1,775,000.00

Premium Construction

P.O. Box 62
Odessa, MO 64076
Greg Kleppoe, 816.263.1174
\$375,000.00

Colonial Hills Church

3539 S 7 Hwy
Blue Springs, MO 64014
Tom Wright, 816.591.6178
\$40,000.00

City of Richmond, Missouri

205 Summit St.
Richmond, MO 64085
Tonya Willim, 816.776.5304
\$1,375,000.00

RB American Group

8200 Oak Tree Rd.
Independence, OH 44131
Marcus Presler, 816.225.3766
\$425,000.00

RealPac Real Estate Services

7180 W. 107th St. Ste. 24
Overland Park, KS 66212
David Noon, 913.381.0004
\$400,000.00

Raytown School District

6608 Raytown Rd.
Raytown, MO 64133
Josh Hustad, 816.268.7160
\$325,000.00

Miller Custom Cabinets, Inc

1403 Jesse James Rd.
Excelsior Springs, MO 64024
Michelle Miller, 816.630.1111
\$255,000.00

Desoto USD 232 Schools

8355 Peoria St.
Desoto, KS 66018
Steve Deghand, 913.667.6220
\$1,525,000.00

McCormick Distilling Company

One McCormick Ln.
Weston, MO 64098
Tyler French, 816.640.3045
\$400,000.00

Grace Construction Mngmt Co.

11901 Jessica Lane
Raytown, MO 64138
Grace Oscovitch, 816.437.4990
\$128,000.00

City of Oak Grove, Missouri

2110 Broadway St.
Oak Grove, MO 64075
Tom Degenhardt, 816.690.3773
\$950,000.00

Lawson Assembly of God

527 W. 6th St.
Lawson, MO 64062
Zach Searcy, 816.580.3708
\$70,000.00

Camm Construction

344 NW Capital Dr.
Lee's Summit, MO 64086
Mike Leardi, 816.518.3640
\$400,000.00

City of Higginsville, Missouri

1922 Main St.
Higginsville, MO 64037
Mark Kays, 660.584.6777
\$875,000.00

City of Lexington, Missouri

919 Franklin Ave.
Lexington, MO 64067
Jerry Kirkpatrick, 660.259.4663
\$195,000.00

Ehrhardt's Asphalt, LLC

1520 S.W. 6th St.
Blue Springs, MO 64015
Jimmy Ehrhardt, 816.651.2900
\$1,300,000.00

Cardinal Glass

20400 N. Webster St.
Spring Hill, KS 66088
Barry Mathia, 913.592.6100
\$400,000.00

Please visit our website for more information

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

Advanced Asphalt Paving & Concrete LLC
LC1172780

was created under the laws of this State on the 26th day of September, 2011, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 24th day of February, 2023.


Secretary of State



Certification Number: CERT-02242023-0270

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ADVANCED ASPHALT PAVING & CONCRETE, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 29807 SW EAGLES PARKWAY	Requester's name and address (optional)
6 City, state, and ZIP code GRAIN VALLEY MO 64029	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
4	5			-	3	5	3	1	2 8 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

3/10/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

ADVANCED ASPHALT PAVING & CONCRETE LLC
29807 E AA HWY
GRAIN VALLEY, MO 64029-9102

03/03/2023

RE: MISSOURI TAX ID NUMBER:
FEDERAL IDENTIFICATION NUMBER: 453531286

Notice Number 2038136227

Dear Sir or Madam:

The Missouri Department of Revenue received your request for a Vendor No Tax Due in accordance with Section 34.040.7, RSMo.

Enclosed please find the requested Vendor No Tax Due.

If you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

TAXATION DIVISION

Enclosure

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

VENDOR NO TAX DUE

ADVANCED ASPHALT PAVING & CONCRETE LLC
29807 E AA HWY
GRAIN VALLEY, MO 64029-9102

DATE ISSUED: 03/03/2023
VALID THROUGH: 06/01/2023

MISSOURI TAX ID NUMBER:
FEDERAL IDENTIFICATION NUMBER: 453531286

The Missouri Department of Revenue certifies that based on the information provided, the above listed taxpayer or vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. The above vendor and its disclosed affiliates are in compliance with Section 34.040.7, RSMo.

This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

This statement of no sales and use tax due is valid for 90 days from the date of issuance. This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

TAXATION DIVISION

Missouri Department of Transportation

Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

December 29, 2022

Advanced Asphalt Paving & Concrete, LLC
29807 SW Eagles Parkway
Grain Valley, MO 64029

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. As set forth in 7 CSR 10-15, your firm has been approved to bid as a prime contractor on highway projects **at or below \$2,000,000**. The questionnaire submitted will be retained on file for one year, and will expire on 12/31/2023.

The Missouri Highways and Transportation Commission (the Commission) does not issue a gross qualification figure to prospective bidders. The lowest, responsive, responsible bidder for each project is determined by the Commission. The Commission reserves the right to reject any and all bids.

You have been assigned contractor vendor number **0013078**, to be used in the bidding process with MoDOT. In order to submit a bid on MoDOT road and bridge projects, you must have an active Bid Express account and a digital ID. Establishing a digital ID with Bid Express may take up to a week. A bidder must also download the current version of Expedite Bid software and the electronic bid submission (EBS) files from www.Bidx.com/mo/main.

All bidders are reminded that the Missouri Standard Specifications for Highway Construction Section 102 "Bidding Requirements and Conditions" includes important elements you should become familiar with prior to submitting a bid. Violation of this section is grounds to disqualify and reject bids by the Commission.

All successful bidders are required to remain in good standing with the Missouri Secretary of State to do business with the State of Missouri to be eligible to receive a contract for execution and during the performance of the contract.

MoDOT requires all successful bidders to be registered in MissouriBUYS. Registration with MissouriBUYS ensures prompt payment and allows vendors to update important information such as address changes or banking information. In addition, registration in MissouriBUYS allows contractors to view other bid opportunities with the State of Missouri. <https://missouribuyss.mo.gov/registration>

Please note that MoDOT road and bridge bidding opportunities remain located in MoDOT's Online Plans Room. <https://www.modot.org/modot-online-plans-room>

If you have any questions pertaining to filing questionnaires or to expiration dates, please call Jennifer Smith at 573-751-8305.

Sincerely yours,



Brandi Baldwin, P.E.
State Construction and Materials Engineer



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org



Approved by:	
Employer Advertiser: August Paving and Concrete, LLC	
Name (Please Type or Print) Doreen A. Chastekova	Title TSA
Signature Electronically Signed	Date 06/09/2013
Department of Homeland Security - Verification Division	
Name (Please Type or Print) Linda Westwood, Director	Title TSA
Signature Electronically Signed	Date 06/09/2013



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

Name: Pamela D. Skowron
Phone Number: 818-618-0002
Fax Number: 818-618-0002
Email: mcp@everify.com



Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Advertiser: August Paving and Concrete, LLC
Company Facility Address	3900 HWY Englewood Zanesville, OH 43085
Company Alternate Address	3900 HWY Englewood Zanesville, OH 43085
County or Parish	JACKSON
Employer Identification Number	43581298
Northeast American Industry Classification System Code	3361
Parent Company	
Number of Employees	40 to 49
Number of Sites Verified for	1 (single)



This list represents the first 20 Program Administrators listed for this company.



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



Advanced Asphalt

When you think Asphalt, think Advanced!

EMPLOYEE OSHA 10-HR CONSTRUCTION SAFETY & HEALTH

EMPLOYEE NAME	OSHA
ANTHONY HOGAN	OSHA: 10-HR #27-006067631 (02/23/2023)
BAILEY SNYDER	OSHA: 10-HR #28-006009039 (06/29/2017)
BILL HALL	OSHA: 10-HR #27-003504494 (08/19/2012)
BILLIE GILMORE	OSHA: 10-HR #27-003080354 (11/02/2010)
CALEB HOYT	OSHA: 10-HR #26-007450677 (05/16/2023)
DANNY CALVERT II	OSHA: 10-HR #002498541 (07/13/2009)
EDDIE YOUNTS	OSHA: 10-HR #002585155 (09/19/2009)
IBAN RAMIREZ	OSHA: 10-HR #28-006009037 (06/29/2017)
ISAAC PLOTNER	OSHA: 10-HR #27-006067632 (02/23/2023)
JAMES GIFFEN	OSHA: 10-HR #36-006171254 (07/12/2018)
JIMMY EHRHARDT	OSHA: 10-HR #001225516 (01/18/2017)
MANUEL GUERRA	OSHA: 10-HR #27-006067630 (02/23/2023)
MICHAEL CALVERT	OSHA: 10-HR #002498533 (07/17/2009)
RACHEL SCROGGS	OSHA: 10-HR #32005225241 (04/17/2015)
RYAN PRETTYMAN	OSHA: 10-HR #002611621 (11/10/2009)
WILLIAM PRETTYMAN	OSHA: 10-HR #26-007437124 (03/13/2023)

To obtain copies of individual cards/certs, please contact:

Rachel, Office Manager

rachel@advancedasphaltnkc.com

Advanced Asphalt Paving & Concrete, LLC normally employs approximately 20 people, and we have great relationships with many subcontractors that we use on a regular basis.

*****EMOD for 2023 is .86*****

PSALM 28:7

The Lord is my strength and my shield; my heart trusts in him, and he helps me.
My heart leaps for joy, and with my song I praise him.

www.advancedasphaltnkc.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Creative Planning Insurance LLC 5440 West 110th Street Suite 101 Overland Park KS 66211		CONTACT NAME: Terri Johnson PHONE (A/C, No, Ext): (913) 341-0900 FAX (A/C, No): (913) 341-0901 E-MAIL ADDRESS: certificates@creativeplanning.com	
INSURED Advanced Asphalt Paving & Concrete, LLC 29807 SW Eagles Parkway Grain Valley MO 64029		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25453	

COVERAGES **CERTIFICATE NUMBER:** 2023/2024 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			ACP3039192045	02/25/2023	02/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ACP3039192045	02/25/2023	02/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ACP3039192045	02/25/2023	02/25/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ACP3039192045	02/25/2023	02/25/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine Leased/Rented Equipment						Scheduled Equipment 623,337 Deductible \$500 Limit \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is listed as Additional Insured on a Primary & Non-Contributory basis with Completed Operations with respects to the General Liability. The Certificate Holder is listed as Additional Insured on a Primary & Non-Contributory basis with respects to the Auto Liability, both when required by written contract or agreement. General Liability and Auto Liability contain a blanket Waiver of Subrogation, when required by written contract or agreement. Per Form No. CG7246 1115, CG7323 1216 & AC7006 0316. Umbrella is a following form.

CERTIFICATE HOLDER For Informational Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2023

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IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Creative Planning Insurance LLC 5440 West 110th Street Suite 101 Overland Park KS 66211	CONTACT NAME: Terri Johnson PHONE (A/C, No, Ext): (913)341-0900 FAX (A/C, No): (913)341-0901 E-MAIL ADDRESS: certificates@creativeplanning.com														
INSURED Advanced Asphalt Paving & Concrete, LLC 29807 SW Eagles Parkway Grain Valley MO 64029	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Nationwide Mutual Insurance</td><td>25453</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nationwide Mutual Insurance	25453	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 2023/2024 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	ACP3049192045	02/25/2023	02/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	ACP3049192045	02/25/2023	02/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ACP3049192045	02/25/2023	02/25/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	ACP3049192045	02/25/2023	02/25/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine Leased/Rented Equipment			ACP3049192045			Scheduled Equipment \$1,043,982 Deductible \$500 Limit \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is listed as Additional Insured on a Primary & Non-Contributory basis with Completed Operations with respects to the General Liability. The Certificate Holder is listed as Additional Insured on a Primary & Non-Contributory basis with respects to the Auto Liability, both when required by written contract or agreement. General Liability and Auto Liability contain a blanket Waiver of Subrogation, when required by written contract or agreement.

Per Form No. CG7246 1115, CG7323 1216 & AC7006 0316.
Umbrella is a following form.

CERTIFICATE HOLDER**CANCELLATION**

City of Raytown 10000 E 59th St Raytown MO 64133-3915	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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City of Raytown, Missouri
Occupational License

License Number: 006497-3

Expires: 02/28/2025

License is hereby Granted To: **ADVANCED ASPHALT**

ADVANCED ASPHALT
29807 SW EAGLES PARKWAY
GRAIN VALLEY, MO 64029

Subject to the provisions of all
ordinances now in force
and that may be passed by said
City of Raytown

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE AND IS NON-TRANSFERABLE.

Mayor Mike McDonough

A handwritten signature in black ink, appearing to read "Mike McDonough".

City Collector Lisa Emerson

A handwritten signature in black ink, appearing to read "Lisa J. Emerson".

City Clerk Teresa Henry

A handwritten signature in black ink, appearing to read "Teresa M. Henry".

ADDENDUM 1

CITY OF RAYTOWN, MISSOURI AGREEMENT FOR PUBLIC IMPROVEMENTS

BID FORM

PROJECT: Raytown Alley and Parking Lot Project

TO: CITY OF RAYTOWN
JACKSON COUNTY, MISSOURI

NOTE: PLEASE DO NOT RETURN THESE DOCUMENTS IF YOU ARE NOT SUBMITTING A BID. YOUR NAME WILL REMAIN ON OUR BIDDERS' LIST UNTIL WE ARE NOTIFIED TO REMOVE IT.

The undersigned Bidder hereby proposes to furnish all material, supplies, transportation, tools, equipment and necessary labor to construct, install, plant and complete all Work stipulated in, required by, and in conformity with the proposed Contract Documents, incorporated herein (including all documents referred to therein) and any and all written addenda thereto, for and in consideration of the unit prices as follows:

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Jackson County Wage Order #29). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

RECEIVED
JUN 07 2023 2:00pm
CITY OF RAYTOWN MS

ADDENDUM 1

BIDDING COMPANY: THORNE AND SON ASPHALT Date: 6-7-23

RAYTOWN ALLEY AND PARKING LOT PROJECT					
Item No.	Description	Unit	Est Qty	Bid Unit Price	Bid Price
1	Mobilization	LS	1		*15,000
2	Traffic Control	LS	1		*2000.00
3	Milling (2")	SY	521	18.00	*9378.00
4	Milling and Demolition (5")	SY	1129	*18.50	*20,886.50
5	Asphalt Base (3") (APWA Type 5 MOD)	TON	190	*135.00	25,650
6	Asphalt Surface (2") (APWA Type 5 MOD)	TON	190	146.00	27,740.00
7	Restore Pavement Markings (White) (4") (Thermoplastic)	LF	270	*5.00	1350.00
8	Signs (NO PARKING)	EA	5	*120.00	600.00
9	Wheel Stop (Remove and Replace) (Concrete)	EA	14	*260.00	3640.00
10	Sodding	SY	92	54.00	4968.00
11	Force Account	SET	1	\$5,000.00	\$5,000.00

TOTAL RAYTOWN ALLEY AND PARKING LOT PROJECT BID

(Items 1-11): \$ 116,212.50

TOTAL RAYTOWN ALLEY AND PARKING LOT BID IN WORDS:

One hundred sixteen thousand two hundred twelve & 50/100

- The undersigned further agrees to begin work within 10 days of the date stated in the Notice to Proceed, and to complete the Work, including punch list items, no later than September 30, 2023. **The City of Raytown official holidays are: New Years Eve, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, and Christmas.**

The undersigned also declares that he/she understands that liquidated damages based on the full bid price of the contract shall be assessed against contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-33 of the general conditions for each and every calendar day the work remains incomplete over the specified completion time(s) stated above in paragraph 1.

- In submitting this Bid, the undersigned declares that it is of lawful age and executed this Bid on behalf of the Bidder named herein, and that the undersigned has lawful authority to do so. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons, of any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with Bidder in said Bid or Bids, until after the sealed Bid or Bids are opened.

ADDENDUM 1

3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and that it has inspected the actual location of the Work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form the undersigned on behalf of the Bidder waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute the Agreement within 10 calendar days from and after Notice of Award of the Agreement is delivered to the Bidder, and failure of the Bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to Bid security.
5. It is understood that the City will pay monthly pay estimates submitted in accordance with the City of Raytown's claims policy and approved by the City Engineer, all as provided in the Contract Documents.
6. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

The undersigned agrees as set forth in the Instructions to Bidders, should this Bid be accepted and the Contract be awarded to this Bidder and Bidder should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the Bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to said City of Raytown, Missouri.

Dated this 7th day of JUNE, 2023.

Company Name:

THORNE ADSON ASPHALT

By:

Sign:

[Signature]

Print:

BOB FIELDS

TREASURER

Title

PO Box 9308

Address

Raytown MO 64133

City, State, Zip

816-358-4608

Telephone Number

THORNEADSONASPHALT@YAHOO.COM

Email Address

June 2, 2023

City of Raytown, Missouri
2023 Raytown Alley and Parking Lot Project
Lamp Rynearson Project No. 0322008.03

CONTRACT BIDDERS:

Enclosed is Addendum No. 1 to the above referenced contract documents. Please execute and attach this Addendum No. 1 to your Bid.

You may contact the undersigned with any questions.

LAMP RYNEARSON



Greg Van Patten, P.E.
Project Manager

cc: Jason Hanson, City Engineer
Project File

ADDENDUM 1

Bid Date: Wednesday, June 7th @ 2:00 PM

City of Raytown, Missouri
Raytown Alley and Parking Project
Lamp Rynearson Project No. 032208.03

June 2, 2023
Addendum No. 1

TO ALL PROSPECTIVE BIDDERS:

The Contract Documents are hereby amended by the following modifications:

1. Replace the bid proposal with the attached below bid proposal.
 - a. Raytown Alley and Parking Project item quantities 3-9 were edited to match as shown on the plans.

The undersigned hereby acknowledges receipt of this addendum, which by this reference paragraphs 1 and 2. are hereby incorporated in and become a part of the Contract Documents for the above referenced project.

PLEASE ATTACH THIS EXECUTED ADDENDUM TO YOUR BID.

THORNE AND SON ASPHALT

Company Name

Signature
Treasurer

Title
PO Box 9308

Address
Raytown MO 64133

City, State, Zip Code
816-358-4608

Phone Number



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Thorne and Son Asphalt Paving Company
10808 Lakeview Rd, Raytown, MO 64133
as principal, hereinafter called the Principal, and Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134,
a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held
and firmly bound unto City of Raytown, MO
10000 E 59th St, Raytown, MO 64133
as Oblige, hereinafter called the Oblige, in the sum of **** Five Percent of Bid Amount (5%) ****
for payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: Raytown Alley and Parking Lot / Project #: MS-2022-04

Bid Date: 06/07/2023

The conditions of this Bond are such that if the Oblige accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Oblige and Principal, and the Principal either (1) enters into a contract with the Oblige in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Oblige, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Oblige the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Oblige and Principal to extend the time in which the Oblige may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Oblige and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 06/07/2023

Thorne and Son Asphalt Paving Company

Angela Benedetti
Witness

Kelly Mager President
Title (SEAL)

Granite Re, Inc.

Kenneth D. Whittington
Kenneth D. Whittington, Attorney-in-Fact (SEAL)

**GRANITE RE, INC.
GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

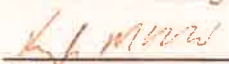
STATE OF OKLAHOMA)

SS:

COUNTY OF OKLAHOMA)



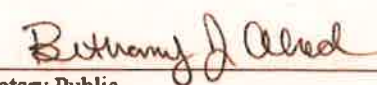

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

**GRANITE RE, INC.
Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
June 7, 2023.




Kyle P. McDonald, Assistant Secretary

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 07/06/2023

MEETING DATE: July 11, 2023

SUBMITTED BY:

DEPARTMENT: Public Works

Document Type: Resolution

SUBJECT/REQUEST

Staff requests that the Board of Aldermen declare certain vehicles as surplus and approve of the disposal in accordance with the City's purchasing policy.

BACKGROUND/JUSTIFICATION

Unit 210, 233 and 238 have been placed out of service. Unit 202 is a 2010 Ford Explorer with around 70,000 miles. Because of its age, and the increase in maintenance it has been determined that this vehicle is past its useful life. Unit 233, a 2008 John Deere Backhoe is being replaced with a 2023 John Deere Backhoe which was approved at the April 18, 2023 board of alderman meeting. The new unit is on order and until it is received, the city has an additional unit that can be used in its place. Unit 238, a 2010 John Deere Loader was replaced last year with a 2022 CAT Wheel Loader.

Public Works has evaluated the vehicles that were taken out of service, and it was determined that they are not suited for continued use by the City and should be deemed surplus and disposed of in accordance with the City's purchasing policy.

The information for the vehicles is as follows:

Unit	Year/Make/Model/Mileage	Replaced with
202	2010 Ford Escape	2021 Ford Explorer
238	2010 John Deere Loader	2022 CAT Wheel Loader
233	2008 John Deere Backhoe/2700 hours	2023 John Deere 410 Backhoe

The vehicles listed above will be sold in accordance with the purchasing policy. All proceeds from the sale of the vehicles would be deposited back into the appropriate fund.

RECOMMENDED MOTION

Staff recommends approval.

PREVIOUS ACTION

--

COMMISSION/COMMITTEE REVIEW

--

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account #:	

REVIEWED BY

Damon Hodges Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Reso Vehicle and Equipment Surplus 2023
2.	Reso Vehicle and Equipment Surplus 2023 Attachment

**SUPPORTING DOCUMENTS
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Secretary of State:		
Certificate of Insurance:		
E-Verify Affidavits:		
E-Verify proof of enrollment:		
Bond:		
IRS Form W-9:		
Bid/RFP/RFQ: (submit all)		
Bid/RFP/RFQ Tabulation:		
Bid Waiver: Sole source or less than three bids		
Contractor address and email:		
Project Exemption Certificate needed:		
Other:		

**A RESOLUTION DECLARING CERTAIN PROPERTY OWNED BY THE CITY OF RAYTOWN
AS SURPLUS AND AUTHORIZING DISPOSITION OF SUCH PROPERTY BY AUCTION**

WHEREAS, the City of Raytown owns the property set forth in Exhibit “A” attached hereto, which is no longer required for the provision of services to the citizens of the City and is hereby found to be surplus property; and

WHEREAS, the City’s purchasing policy provides for the disposition of surplus and obsolete property by trade, auction, sealed bid, salvage or scrapping; and

WHEREAS, the Board of Aldermen find that disposition of the property contained in the attached Exhibit “A” by auction is in the best interest of the City;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE
CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

THAT the items set forth in Exhibit “A” attached hereto and made a part hereof by reference are hereby declared as surplus property of the City; and

FURTHER THAT the City Administrator is hereby authorized to dispose of such property as allowed under the City’s purchasing policy by auction, sealed bid, salvage or scrapping.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 11th day of July, 2023.

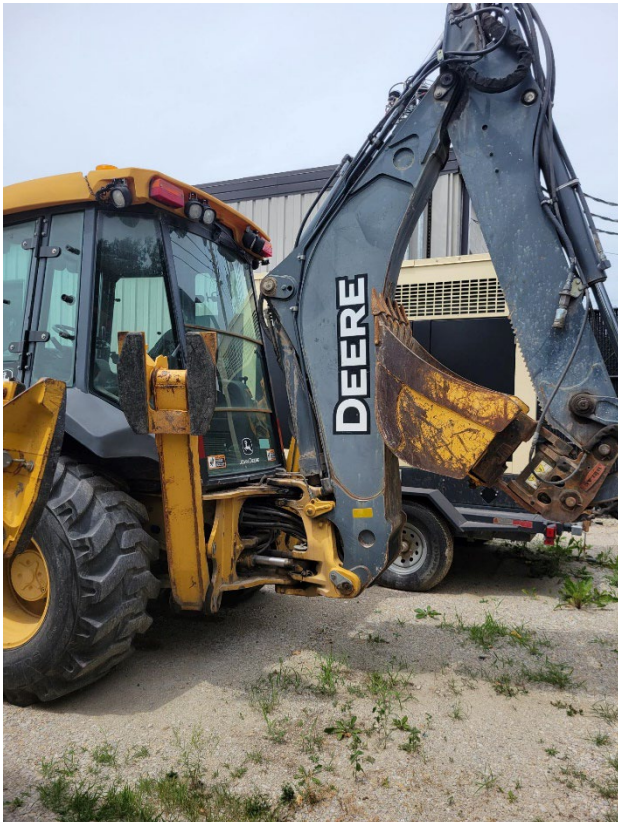
Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Jennifer M. Baird, City Attorney



From: [Alderman Ryan Myers](#)
To: [Teresa M. Henry](#)
Cc: [Mayor Mike McDonough](#)
Subject: Committee of the Whole
Date: Thursday, June 29, 2023 10:59:07 AM

Hi Teresa,

I had a couple of short conversations with the Mayor. I would like to request a meeting of the Committee of the Whole on 7/11. Topics include

- Amending Chapter 50
- Updating the Comprehensive Plan

I would also like to add a discussion item pertaining to single-hauler trash service. I will send pertinent documents over as I get them completed. Let me know if you have any questions.

Thanks!

RM

Ava, MO

Operate their own sanitation trucks and their employees run it with 3 trash trucks.

Belton, MO

Single source is provided through GFL.

Everything has worked smoothly with the exception that they had to redefine bulky items.

What is included:

Cart, Recycling, Large Item Pickup:

City supplies one cart which is purchased by the City. Customer has to pay 6.02 per month cart if they need another cart. Only trash in the cart is picked up. Trash outside cart has to have a trash sticker from City Hall at \$6.50 for 5 trash tickets.

They do not offer curbside. Citizens did not vote for it.???

Large item pickup: 2nd full week of the month. Only 1 item per month....a sectional counts a 2 pieces.

Extra Note: Complaints are handled by the City and are forwarded to GFL. The City added a position to be the GFL contact to respond to calls and emails.

\$16.79 is the base amount on their bill monthly.

Gladstone, MO

They do not offer.

It has been discussed and did not go over well with the citizens. It took away their right to choose.

Grain Valley, MO

Single source is not provided. No interest.

Marshfield, MO

Single source is not provided.

Brought up to BOA and they are going to bring it back but most alderman are against.

Citizen's choice has a lot to do with it and when the citizens got wind of the topic they were not happy.

Harrisonville, MO – No response yet

Mexico, MO – No response yet

Moberly, MO

Single source is provided through Waste Management via a contract.

Problems about pickup, bulk waste, dumpsters not picked up according to schedule.

What is included:

Cart, Recycling, Large Item Pickup:

Everyone chooses the size they want and add a second cart for \$5 per month.

Recycling is separate and it is charged to everyone whether they do it or not and is picked up twice a month.

Large item pickup is one time per quarter.

There has been recent discussion to make changes to their service but that was in Closed Session.

Through their contract with Waste Management the City takes all of the customer service calls. There is a liaison that handles complaints and works directly with Waste Management. Time consuming.

Billing is done through the City's water bill and Waste Management sends a bill to the City.

Nixa, MO - No response yet

Parkville, MO – No response yet

Peculiar, MO

Single source is provided through GFL through a contract.

Customer Service is a big issue. A lot of missed our streets, broken cans, no return calls, no pickup.

What is included:

Cart, Recycling, Large Item Pickup:

Trash - One cart supplied by GFL

Recycling - One cart supplied by GFL

Large item pickup - One item on the 2nd Friday of the month

Discussion about reversing the service - Have good rates for the services that they have, and they are still under contract. They have met with GFL to try to resolve issues.

Have a direct line and GFL is supposed to check those and responds; however, the city gets blamed for no response.

\$16.05 monthly for trash/recycling on month billing Water/Sewer/Trash

The also offer yard waste (2nd Friday) picked up one time a month is included in the \$16.05

Republic, MO

Single Source is not provided and they are not considering it at this time.