TENTATIVE AGENDA
Raytown Board of Aldermen
September 5, 2023

REGULAR SESSION NO. 10
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 so that your comments can be presented in writing to the Board of Aldermen during the Public Comments section of the September 5, 2023 meeting agenda. All Public Comments received will be kept on file in the City Clerk's office.

zoom.us/join
Webinar ID: 816 8760 7283
Passcode: 621065

OPENING SESSION

Invocation/Pledge of Allegiance

Roll Call

Public Comments

Comments from the Mayor

Comments from the City Administrator

Committee Reports

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.

1.a. Acceptance of the August 15, 2023 Board of Aldermen Meeting Minutes.

1.b. **R-3536-23: A RESOLUTION** AUTHORIZING AND APPROVING THE APPOINTMENT OF DIRECTORS TO THE RAYTOWN CROSSING COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS. Point of Contact: Missy Wilson, Assistant City Administrator/Economic Development Administrator.

1.c. **R-3537-23: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH CENTRAL SALT, L.L.C. FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER. Point of Contact: Robinson Camp, Public Works Director.

NEW BUSINESS

2. **FIRST READING: Bill No. 6644-23, Section VIII: AN ORDINANCE** ESTABLISHING THE ANNUAL PROPERTY TAX LEVY RATE FOR THE CITY OF RAYTOWN GENERAL OPERATING FUND AND THE PARK FUND FOR THE YEAR 2023. Point of Contact: Michael Graham, Finance Director. (Public Hearing will be held on September 19, 2023)

3. **R-3538-23: A RESOLUTION** AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. FOR SANITARY SEWER LINE AND STORM WATER CHANNEL WORK FOR THE 53RD STREET REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED $137,735.00. Point of Contact: Robinson Camp, Public Works Director.

4. **R-3539-23: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF ONE (1) 2021 FORD EXPLORER FROM MCCARTHY AUTO GROUP AND RATIFYING THE EXPENDITURE OF FUNDS FOR SUCH PURCHASE IN THE AMOUNT OF $34,436.00. Point of Contact: Robinson Camp, Public Works Director.

5. **R-3540-23: A RESOLUTION** AUTHORIZING AND APPROVING AN APPLICATION FOR AMERICAN RESCUE PLAN ACT FUNDING THROUGH JACKSON COUNTY, MISSOURI Point of Contact: Damon Hodges, City Administrator.

6. **R-3541-23: A RESOLUTION** ENCOURAGING THE JACKSON COUNTY EXECUTIVE TO MAINTAIN ASSESSED VALUATIONS FOR REAL PROPERTY IN JACKSON COUNTY AT THEIR 2022 LEVELS FOR CALENDAR YEAR 2023. Point of Contact: Alderman Greg Walters.

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
AUGUST 15, 2023
REGULAR SESSION NO. 9
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 August 15, 2023, Board of Aldermen Regular meeting to order at 7:05 p.m. Timmy Hensel of 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 Greg Walters, Alderman Ian Scott, Alderman Jim Aziere, Alderman Loretha Hayden, Alderman Ryan Myers, Alderman Janet Emerson, Alderman Theresa Garza, Alderman Bill Van Buskirk, Alderman Bonnaye Mims, Alderman Diane Krizek

Absent: None

Public Comments

Comments were made by:
Robbie Tubbs, 6250 Ash Court
Preston Smith, 375 Northwest Westchester Drive, Blue Springs, MO

Proclamations and Presentations

Mayor McDonough presented a proclamation to Kevin Wilson

Communication from the Mayor

Mayor McDonough spoke on recent events and City business.

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 Alderman Myers.

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. An item designated for the Consent Agenda may be removed from the Consent Agenda at the request of the Mayor or an Alderman, where there is no objection by the remaining members of the Board. If there is an objection to removal of an item from the Consent agenda, the item may be removed by a motion and vote of the Board.

DRAFT

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

Ayes: Aldermen Mims, Myers, Emerson, Krizek, Aziere, Scott, Van Buskirk, Walters, Garza, Hayden
Nays: None

REGULAR AGENDA

OLD BUSINESS

2. **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.

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

Alderman Mims, seconded by Alderman Garza, made a motion to continue to a date certain of September 19, 2023. The motion was approved by a vote of 10-0.

Ayes: Aldermen Mims, Garza, Aziere, Hayden, Myers, Walters, Krizek, Scott, Van Buskirk, Emerson
Nays: None

3. **SECOND READING: Bill No. 6641-23, Section XIII: AN ORDINANCE** APPROVING ISSUANCE OF A CONDITIONAL USE PERMIT TO MARK THATCHER OF BANKERS SECURITY SAFE AND VAULT COMPANY FOR OUTDOOR STORAGE OF MATERIALS AT 9913 E. 56TH STREET IN AN M, MANUFACTURING DISTRICT WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Diane Egger, Community Development Director. (Public Hearing was held on August 1, 2023)

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

Diane Egger, Community Development Director presented the item and remained for any discussion along with the applicant.

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

Ayes: Aldermen Myers, Emerson, Mims, Hayden, Krizek, Scott, Van Buskirk, Walters, Aziere, Garza
Nays: None

Became ordinance 5733-23.

4. **SECOND READING: Bill No. 6642-23, Section XIII: AN ORDINANCE** APPROVING ISSUANCE OF A CONDITIONAL USE PERMIT TO WILLIAM CODY JACK OF ANCHORED UP LLC FOR VEHICLE SALES, NEW OR USED, USE IN THE FORM OF A BOAT SALES OPERATION AT 11900 E. MISSOURI 350 HIGHWAY IN AN M, MANUFACTURING, DISTRICT WITHIN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Diane Egger, Community Development Director. (Public Hearing was held on August 1, 2023)

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

Diane Egger, Community Development Director presented the item and remained for any discussion along with the applicant.

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

Ayes: Aldermen Myers, Garza, Krizek, Aziere, Scott, Mims, Van Buskirk, Emerson, Hayden, Walters
Nays: None

Became ordinance 5734-23.

NEW BUSINESS

5. **FIRST READING: Bill No. 6643-23, Section XXI-E-8: AN ORDINANCE** AMENDING CHAPTER 44, UTILITIES; ARTICLE III; SEWERS, DIVISION 3; SERVICES CHARGES, SECTION 44-154 OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Michael Graham, Finance Director. (Public Hearing will be held on September 19, 2023)

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

Michael Graham, Finance Director presented the item and remained for any discussion along with John Bales, Controller.

Alderman Bill Van Buskirk, seconded by Alderman Mims, made a motion directing staff to bring back a third option of a 5.25% sewer rate. The motion was approved by a vote of 9-1.

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

6. **R-3535-23: A RESOLUTION** AUTHORIZING AND APPROVING AN AMENDMENT TO THE CURRENT PURCHASING POLICY FOR THE CITY OF RAYTOWN. Point of Contact: Alderman Bill Van Buskirk.

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

The item was presented by Alderman Van Buskirk.

Alderman Van Buskirk, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 7-3.

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

DISCUSSION ITEM(S)

7. **Staffing - Alderman Bonnaye Mims**

The item was presented by Alderman Mims.

Alderman Mims, seconded by Alderman Emerson, made a motion directing staff to add a staffing study assessment to the FY23-24 budget. The motion was approved by a vote of 9-1.

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

Mayor McDonough called for a short break at 9:19 p.m.

Mayor McDonough reconvened the meeting at 9:21 p.m.

Alderman Walters, seconded by Alderman Garza, made a motion to reconsider R-3535-23. The motion was approved by a vote of 10-0.

Ayes: Aldermen Walters, Garza, Krizek, Aziere, Scott, Van Buskirk, Hayden, Myers, Emerson, Mims
Nays: None

8. **RECONSIDERING R-3535-23: A RESOLUTION** AUTHORIZING AND APPROVING AN AMENDMENT TO THE CURRENT PURCHASING POLICY FOR THE CITY OF RAYTOWN. Point of Contact: Alderman Bill Van Buskirk.

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

Alderman Myers, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 9-1.

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

9. **Tax Assessment-Alderman Greg Walters**

The item was presented by Alderman Walters.

Alderman Walters, seconded by Alderman Garza, made a motion directing staff to bring back a resolution in a form similar to the Blue Springs resolution regarding the recent Jackson County property tax adjustment. The motion was approved by a vote of 10-0.

Ayes: Aldermen Walters, Garza, Emerson, Krizek, Aziere, Scott, Mims, Van Buskirk, Hayden, Myers
Nays: None

ADJOURNMENT

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

The meeting was adjourned at 9:50 p.m.

_____
Teresa M. Henry, City Clerk, MRCC

DRAFT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 08/21/2023

MEETING DATE: September 5, 2023

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

Approval of appointments to the Raytown Crossing Community Improvement District Board of Directors.

BACKGROUND/JUSTIFICATION

In February 2011, the Board of Aldermen approved the creation of the Raytown Crossing Community Improvement District (CID). The Community Improvement District was created to reimburse Sutherland Lumber Company of Kansas City, LLC redevelopment costs to repurpose an existing big box retail building through the demolition, renovation, and reconstruction of approximately 90,000 square feet, and resurface, restripe and landscape parking area at 6709 Blue Ridge Boulevard for a new Sutherland Lumber store.

Per the approved CID petition, the CID imposes a 1% sales tax on all sales made at Sutherland. According to the budget documents, when the CID sales tax was approved, the sales tax was approved for 30 years from the date the first monies were collected (October 2011).

Sutherland Lumber Company of Kansas City, LLC advanced $2,088,596 to renovate the 90,000 square footage retail space. The revenues from the CID are being used to reimburse Sutherland for the renovation costs. In reviewing past CID budget documents, the CID generates approximately $45,000 annually.

Per terms of the approved Petition establishing the CID, the nominees for positions on the CID Board of Directors must be approved by the Board of Aldermen. As such, the action before you requests approval of the following proposed Directors for the assigned terms:

Paul McKnight 02/15/2023-02/15/2026
Marci Swartz 02/15/2023-02/15/2026
Bill Zomes 02/15/2023-02/15/2026

The above nominees meet the qualifications outlined in the CID petition.

RECOMMENDED MOTION

Approve appointments.

PREVIOUS ACTION

The Board of Aldermen approved Ordinance 5391-11, the creation of the Raytown Crossing CID. On August 26, 2022, the Board of Aldermen approved Resolution 3484-22 appointing two Directors for a 3-year term ending in 2025.

COMMISSION/COMMITTEE REVIEW

Raytown Crossing Community Improvement District Board of Directors.

FINANCIAL IMPACT

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

REVIEWED BY

Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Raytown Crossing CID Appointments 2023
2. Raytown Crossing CID FY2023-Resolution 02 Nominating Directors

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: Raytown Crossing CID Resolution	Y	

RESOLUTION NO.: R-3536-23

A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF DIRECTORS TO THE RAYTOWN CROSSING COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS

WHEREAS, pursuant to the provision of the approved Petition for the Creation of the Raytown Crossing Community Improvement District successor directors shall be appointed by the Mayor, with the consent of the Board of Alderman;

WHEREAS, Paul McKnight, Marci Swartz, Bill Zornes, have been nominated by the existing Board of Directors of the District; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMAN OF THE CITY OF RAYTOWN, MISSOURI, as follows:

THAT, the following Directors are appointed to their respective 3-year terms, to serve until their successors are appointed.

Paul McKnight 02/15/2023-02/15/2026
Marci Swartz 02/15/2023-02/15/2026
Bill Zomes 02/15/2023-02/15/2026

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of September, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

RAYTOWN CROSSING

COMMUNITY IMPROVEMENT DISTRICT

Resolution 2023 - 02

RESOLUTION NOMINATING SUCCESSOR DIRECTORS
FOR CONSIDERATION BY THE MAYOR AND BOARD OF ALDERMEN

WHEREAS, having provided notice of a meeting of the Board of Directors of the Raytown Crossing Community Improvement District (the "District") in accordance with Section 610.020 of the Revised Statutes of Missouri, the Directors met on July 19, 2023; and

WHEREAS, pursuant to the provisions of the approved Petition for the Creation of the District, the Board of Directors of the District desire to forward to the Mayor for appointment, with consent of the Board of Aldermen, nominations for successor Directors as set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby nominate the following Directors for their respective 3-year terms, to serve until their successors are appointed.

Paul McKnight	02/15/2023 – 02/15/2026
Marci Swartz	02/15/2023 – 02/15/2026
Bill Zornes	02/15/2023 – 02/15/2026

PASSED by the Board of Directors on this 19th day of July, 2023.

Paul D. McKnight

Paul McKnight, Executive Director

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 08/24/2023

MEETING DATE: September 5, 2023

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Authorization to enter into an agreement with Central Salt, LLC for future purchase of 700 tons of salt at the rate of $60.95 per ton.

BACKGROUND/JUSTIFICATION

The City of Raytown staff advertised salt supply bids for the upcoming 2023-2024 winter season. Salt bids must be put out in the spring due to supply allocation procedures practiced throughout the industry.

The bid was advertised in the newspaper, on our web page, and via e-mail and phone correspondence with known salt companies in the mid-west area. Two (2) companies submitted bids with two (2) non-response bids. The bids as follows:

Company	Item	Quantity	Unit	Unit Price
Independent Salt Company	Sodium Chloride	700	ton	$63.50
Central Salt LLC	Sodium Chloride	700	ton	60.95

Bids were opened on August 9, 2023, and the low bid was from Central Salt, LLC in the amount of $42,665.00 at a unit price of $60.95 per ton.

Purchases will not occur until the beginning of the 2023-2024 fiscal year. Purchasing authority will be requested prior to placing the salt order, and is pending the approval of the 2023-2024 budget.

The Public Works Dept. plans to budget $100,000.00 for salt in FY 2023-2024.

FY 2018 - 2019	$50,835.40
FY 2019 - 2020	$108,518.31

FY 2020 - 2021	$74,291.00
FY 2021 - 2022	$90,211.00
FY 2022 - 2023	$30,776.32

RECOMMENDED MOTION

Staff recommends approval of the agreement with Central Salt, LLC.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

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

REVIEWED BY

Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Salt Purchase Contract 2022-2023
2. 2023-2024 Salt Bid Tabulation
3. Salt Bid Recommendation Letter
4. Bid Submittal - Central Salt LLC
5. Bid Submittal - Independent Salt Company

SUPPORTING DOCUMENTS (FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	X	
Certificate of Insurance:		N / A
E-Verify Affidavits:		N / A
E-Verify proof of enrollment:		N / A
Bond:		N / A
IRS Form W-9:	X	

Bid/RFP/RFQ: (submit all)	X	
Bid/RFP/RFQ Tabulation:	X	
Bid Waiver: Sole source or less than three bids		N / A
Contractor address and email:	X	
Project Exemption Certificate needed:		N / A
Other:	X	

RESOLUTION NO.: R-3537-23

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH CENTRAL SALT, L.L.C. FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER

WHEREAS, the City of Raytown (the "City") issued an invitation to bid on its 2023-2024 Road Salt to treat roads and bridges within the City in inclement weather; and

WHEREAS, the Public Works Department received two (2) bids in response to the invitation and has determined that the bid submitted by Central Salt, L.L.C. in the amount of $60.95 per ton was the most advantageous bid received; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve an agreement to purchase salt from Central Salt, L.LC. in the amount of $60.95 per ton;

.

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 authorize and approve an agreement to purchase salt from Central Salt, L.L.C. in the amount of $60.95 per ton; and

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary to this transaction 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 5th day of September, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Bid Tabulation
August 9, 2023

2023 - 2024 Salt Agreement

Company Name	Item	Quantity	Unit	Unit Price Per Ton
Compass Minerals	Sodium Chloride			No bid
Independent Salt Co.	Sodium Chloride	700	ton	$63.50
Cargill Incorporated	Sodium Chloride			No bid
Central Salt LLC	Sodium Chloride	700	ton	$60.95

Public Works Department

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

August 24, 2023

Re: 2023 – 2024 Salt Bid Recommandation Letter

Bids were received for the above referenced project on Wednesday, August 9, 2023.

Two (2) bids were received. One is from Independent Salt Company and the other from Central Salt, LLC. 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 four salg companies to make sure they knew we had this out to bid.

The Public Works Dept. has worked with Central Salt, LLC and has done an outstanding job in delivering salt this past year.

The Public Works Department has reviewed the bid submittal and recommends that Central Salt, LLC. be awarded the contract for future purchase of 700 tons of salt at a rate of $60.95 per ton. This additional 10% will accommodate potential changes on this project. Purchases will not occur until the beginning of the 2023-2024 fiscal year. Purchasing authority will be requested prior to placing the salt order, and is pending the approval of the 2023-2024 budget.

Sincerely,

Robinson E Camp
Public Works Director

Bid Tabulation

2023 - 2024 Salt Agreement

August 9, 2023

Company Name	Item	Quantity	Unit	Unit Price Per Ton
Compass Minerals	Sodium Chloride			No bid
Independent Salt Co.	Sodium Chloride	700	ton	$63.50
Cargill Incorporated	Sodium Chloride			No bid
Central Salt LLC	Sodium Chloride	700	ton	$60.95

Central Salt, LLC bid submittal was complete and included the bid form, Secretary of State and a signed contract.

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

CENTRAL SALT, L.L.C.
LC0013792

was created under the laws of this State on the 11th day of July, 1997, 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 25th day of July, 2023.

Secretary of State

Certification Number: CERT-07252023-0070

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

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.
Central Salt, 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) ▶ C

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.
1420 State Hwy 14

Requester's name and address (optional)

6 City, state, and ZIP code
Lyons, KS 67554

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 3 – 1 7 8 8 6 9 7

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 ▶ Lori Young Date ▶ May 12, 2022

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.*

UNANIMOUS WRITTEN CONSENT
TO ACTION TAKEN IN LIEU OF A MEEETING
OF THE SOLE MEMBER OF CENTRAL SALT, L.L.C.

May 13, 2020

The undersigned, being the sole member ("Member") of Central Salt, L.L.C., a Missouri limited liability company ("Company"), in lieu of holding a meeting of the members, and hereby waiving any notice to which the Member might otherwise be entitled, does hereby consent and agree to the following resolutions.

WHEREAS, the Member desires to name each of Stephanie Murphy, Nathan Steele and Lori Young as Vice President of the Company and, as such, authorized each of them to take such actions and execute such instruments, agreements and documents as are authorized by the Company from time to time;

NOW, THEREFORE, BE IT RESOLVED, that the Member hereby appoints each of Stephanie Murphy, Nathan Steele and Lori Young to serve as Vice President of the Company; and

FURTHER RESOLVED, that the Company's Secretary is authorized, empowered and directed to cause appropriate entries to be made upon the Company's books, and to execute, file and record such documents and instruments as are necessary or appropriate to effectuate and carry out the actions described in the foregoing resolution.

This Unanimous Written Consent will have the same force and effect as a unanimous vote of the Member at a meeting of the members duly held.

The undersigned has caused its duly authorized representative to execute this consent effective as of the date first above written.

B.S.C. HOLDING, INC.

By: Mark C. Demetree
Mark C. Demetree
Chief Executive Officer

CITY OF RAYTOWN, MISSOURI
PUBLIC WORKS DEPARTMENT

INVITATION TO BID

2023-24 ROAD SALT PURCHASE

CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PURCHASE OF GOODS

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NOTICE TO BIDDERS

Sealed Bids for 2023-24 Road Salt Purchase will be received by the City of Raytown, Missouri, at the office of the City Clerk, Raytown City Hall, 10000 E. 59th Street, Raytown, Missouri, 64133, until **2:00 P.M.** (local time) on **Wednesday, August 9,2023**, at which time bids will be publicly opened and read aloud at Raytown City Hall. Any Bid received after the designated closing time will be returned to Bidder unopened.

All Bids shall be submitted in sealed envelopes addressed to the CITY OF RAYTOWN, MISSOURI, ATTENTION: CITY CLERK, and marked "Bid for: 2023-24 Road Salt Purchase". The envelope should bear the bidder's name and address. Copies of the Specifications, Bidding Documents and other Contract Documents are on file at the office of:

Mathias Lwomeleza, Superintendent of Public Works
10000 E. 59th Street, Raytown, MO 64133
(816) 737-6066 mathiasl@raytown.mo.us

Bidders will obtain Bidding Documents by contacting the Raytown Public Works Department.

Bid proposal must be on the forms provided and all unit price bids shall be completed fully. Bid proposals may be reproduced.

BIDDERS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS INCLUDING ADDENDA BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT THEY HAVE READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND HAS INCLUDED IN THE BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK INCLUDING DELIVERY OF THE GOODS. DELIVERY SHALL BE AS INDICATED IN THE INSTRUCTIONS TO BIDDERS.

No oral, email, telegraphic, facsimile, or telephonic Bids or Bid alterations or corrections will be considered.

The Bid Form and bid documents must be submitted as a sealed bid, to the Raytown City Clerk's office.

The Successful Bidder, as determined by the City of Raytown, Missouri, shall execute an Agreement on a form to be provided by the City. In the event the Successful Bidder is unable to execute the Agreement, for whatever reason, within the time provided in the Notice of Award, the City may annul the Notice of Award and the Bid Deposit may be forfeited. In addition, the City may exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to specific performance.

The 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 if such requests are received in the office of the City Clerk, prior to the time and date for Bid opening. No Bidder may withdraw a Bid for a period of thirty (30) days after the date set for Bid opening.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE **TO THIS NOTICE SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THE** CONDITIONS HEREIN.

CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PURCHASE OF GOODS

INSTRUCTIONS TO BIDDERS

IB-1. DEFINITIONS:

1.1. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents or the Contract Documents and become a part of the Contract Documents, Receipt of each addendum shall be acknowledged by the Bidder in the Bid.

1.2. Amendment - A change to the Contract Documents, made in writing, signed by City and the Bidder/Contractor on or after the Effective Date of the Agreement. Amendment is the only method available for changing the Contract Time or Contract Price.

1.3. Bidder - A person or entity who submits a Bid.

1.4. Bidding Documents - Includes the Notice to Bidders, Instructions to Bidders, the Bid Form, the Bidder's Proposal, and the Contract Documents (including all Addenda issued prior to receipt of the Bids).

1.5. Change Order - A written document issued by City, which is signed by the Mayor of City, or the Mayor's designee, and by the Contractor/Vendor authorizing an addition, deletion or revision to the Work, materials, or vehicle/equipment or an adjustment (increase or decrease) in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement. The Contract Price and Contract Time may only be modified by a duly executed Change Order.

1.6. "City" and "Owner" - Both terms shall mean City of Raytown, Missouri.

1.7. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, vehicle/equipment, systems, standards, and workmanship as applied to the materials, vehicle/equipment and services and certain administrative details applicable thereto.

1.8. Successful Bidder - The person or entity who is determined and declared by City to be the best and lowest, qualified, responsible, and responsive Bidder.

1.9. "Vendor" or "Contractor" - Both terms mean the person or entity with whom City has entered into the Agreement, together with its duly authorized agents or legal representatives.

1.10. **Superintendent of Public Works** - City representative to whom all questions, notices and other communication regarding this Bid should be addressed, unless specifically stated otherwise. Mathias Lwomeleza, mathiasl@raytown.mo.us, 816-737-6066.

IB-2. COPIES OF BIDDING DOCUMENTS:

2.1. Bidders may obtain complete sets of the Bidding Documents from City at the location identified in the Notice to Bidders in the number and for the deposit sum, if any, stated therein.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. City, in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

IB-3. QUALIFICATIONS OF BIDDERS:

3.1. In evaluating Bids and determining the Successful Bidder, City shall consider qualifications of the Bidder. 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 to City's satisfaction within the prescribed time period. Each bidder shall submit, on a form provided for that purpose, a statement of Bidders' Qualifications, when required by the City. 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 all terms of the contract.

3.2. Each Bid must contain evidence of Bidder's qualification to do business in the state of Missouri or a covenant to obtain such qualification prior to award of the Agreement.

IB-4. EXAMINATION OF BIDDING DOCUMENTS:

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bidding Documents thoroughly, (b) familiarize his/herself with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the vehicle/equipment and services to be supplied, (c) study and carefully correlate Bidder's observations with the Bidding Documents; and (d) notify City of all conflicts, errors or discrepancies in the Bidding Documents.

4.2. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder had complied with every requirement of the Bidding Documents and that without exception, the Bid is premised upon furnishing of the materials and services required by the Bidding Documents and Specifications, and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the materials and services.

IB-5. INTERPRETATIONS AND ADDENDA:

5.1. Bidders shall promptly notify City in writing of any errors, omissions, discrepancies, or inconsistencies which they may discover upon examination of the Bidding Documents and Contract Documents.

5.2. Any interpretation, correction or change of the Bidding Documents and Contract Documents will be made by written addendum from City. Interpretations, correction or changes of the Bidding Documents and Contract Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections, and changes.

5.3. Written addenda will be mailed or faxed 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. Each Bidder shall ascertain prior to submitting its Bid that it has received all written addenda issued, and it shall acknowledge receipt in its Bid.

IB-6. CONTRACT TIME:

6.1 The times for delivery of the material and the performance of any services are to be set forth by City in the Bid and will be included in the Agreement.

IB-7. BID FORM:

7.1. The Bid Form is included with the Bidding Documents. The Bid Form must be completed in black ink or by typewriter and the completed Bid Form shall be without alteration or erasure. The Contract Price shall be stated both in writing and in figures.

7.2. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

7.3. Bids by partnerships 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.

7.4. All names must be typed or printed below the signature. The address, telephone number (and if available, facsimile number), and e-mail address (if available) for communications regarding the Bid must be shown.

7.5. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

IB-8. SUBMISSION OF BIDS:

8.1. Bids shall be submitted as provided in the Notice to Bidders.

8.2. No oral, email, telegraphic, telephonic, or facsimile Bids will be accepted.

8.3. Email bids will not be accepted.

8.4. Any Bid received after the Bid opening will be returned to Bidder unopened.

IB-9. MODIFICATION AND WITHDRAWAL OF BIDS:

9.1 Bids may be modified or withdrawn by written request of the Bidder received in the Office of the Public Works Department, prior to the time and date for Bid opening.

No Bidder may withdraw a Bid for a period of thirty (30) days from the date set for the opening thereof.

IB-10. OPENING OF BIDS:

10.1. Bids will be opened and read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

IB-11. BIDS TO REMAIN SUBJECT TO ACCEPTANCE:

11.1. All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid prior to that date.

IB-12. AWARD AND EXECUTION OF CONTRACT:

12.1. City reserves the right to accept or reject any and all Bids and to waive any and all technicalities or irregularities therein and to negotiate contract terms with the Successful Bidder. Also, City reserves the right to reject the Bid of any Bidder if City believes that it would not be in the best interest of City to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

12.2. Discrepancies in the multiplication of units of materials or vehicle/equipment and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

12.3. In evaluating Bids, City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form.

12.4. If the successful Bidder is a corporation, the Agreement must be executed in the corporation's name and executed 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 to by the Secretary or Assistant Secretary. 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.

12.5. All corporations must provide a certificate of good standing in the State of Missouri and if the successful Bidder is a foreign corporation, it must also provide authorization to do business in the State of Missouri from the Missouri Secretary of State valid for the year in which the contract is executed.

IB-13. TAXES:

13.1. The City of Raytown, Missouri, is exempt from federal, state, and local taxes pursuant to Missouri law. A tax exemption certificate will be furnished to the vendor upon request.

IB-14. INVOICING AND PAYMENT:

14.1. Payment shall be made after receipt and acceptance of the goods. Services will be paid after receipt of invoice in the manner provided herein.

14.2. The bill submitted by Contractor/Vendor shall itemize the materials, vehicle/equipment and services for which service is requested. City agrees to pay vendor within thirty (30) days of approval.

14.3. In the event City becomes credibly informed that any representations of the Contractor/Vendor provided in its invoice are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Contractor/Vendor until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event the City questions some element of an invoice, that fact shall be made known to the Contractor/Vendor immediately. Contractor/Vendor shall help effect resolution and transmit a revised invoice if necessary.

14.4. 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, 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 property 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.

IB-15. NONDISCRIMINATION:

15.1. The vendor shall be an equal opportunity employer as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code.

15.2. Vendor agrees to abide by all applicable state and federal regulations regarding nondiscrimination and affirmative action.

IB-16. SEXUAL HARASSMENT:

16.1. Harassment on the basis of sex is a violation of Sec. 703 of Title VII of the Civil Rights Act of 1964. Any such proven harassment of employees or of other persons shall be deemed a breach of the present Agreement and the Agreement may be canceled, terminated, or suspended in whole or in part by City.

16.2. Applying general Title VII principles, Vendor 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 were forbidden by Vendor and regardless of whether the vendor knew or should have known of their occurrence.

IB-17. TERMINATION:

17.1. City reserves the right to terminate the Agreement with Vendor for either cause or for its convenience and without cause or default on the part of Vendor, by providing ten (10) days written notice of such termination to Vendor. If the goods/services are provided in installments, Vendor shall immediately cease making delivery of future installments and cease all services upon receipt of notice of termination, unless other arrangements are made between the parties and reduced to writing, signed by both parties.

17.2. If City terminates for its convenience, City shall compensate Vendor for all goods and services provided to the date of vendor's receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which are allowed under the Agreement.

17.3. If City terminates for cause or default on the part of Vendor, City shall compensate Vendor for the reasonable cost of Work completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which are allowed under the Agreement. City also retains all its rights and remedies against Vendor, including but not limited to, its rights to sue for damages, interest, and attorney fees.

CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PURCHASE OF GOODS

BID FORM

BID: **2023-24 ROAD SALT PURCHASE**

TO: **CITY OF RAYTOWN**
JACKSON COUNTY, MISSOURI

The undersigned Bidder hereby proposes to furnish and deliver to the City of Raytown, Missouri, the following materials, or vehicle/equipment in the designated quantities in accordance with the Specifications, Bidding Documents, and other Contract Documents, and within the time period specified herein, in consideration of the prices as follows:

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Sodium Chloride	700	Ton	$60.95	$42,665.00

**** City reserves the right to order up to an additional 1,700 tons of quantity of material at the unit bid prices indicated.*

**** The City's intention is to buy At Least 700 tons of road salt between November 2023 and the end of April 2024, and possibly up to a total of 2,400 tons.*

List any exceptions to specifications: _____

_____

NOTE: City reserves the right to select/award either the Standard Bid or the Alternate Bid. **The project will be awarded based on the most responsible and responsive bid received for the Base Project *and/or the Base plus the Alternate Bid and/or the Alternate Bid*.** Bidder need only return Bid Sheet. All else may remain with the bidder.

1. The undersigned Bidder further agrees to deliver the type and quantity of material Bid within deliveries to begin 2-4 days ARO (___) days of the date of the Notice of Award issued by City.

2. In submitting this Bid, the undersigned declares that he/she is of lawful age and that he/she executed the accompanying Bid on behalf of the Bidder therein named, and that he/she had lawful authority so to do, and said Bidder 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 Bids or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons or any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that he/she has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with him/her in said Bid or Bids, until after said sealed Bid or Bids are opened.

3. The undersigned Bidder further declares that he/she has carefully examined the Notice to Bidders, Instructions to Bidders, Specifications, and other Contract Documents, and that he/she has satisfied himself/herself as to all quantities, delivery and to the right of City to order additional quantities of material at the unit prices bid as determined by the official award, through April 30, 2024.

4. It is understood that City will pay in a prompt and timely manner in accordance with the payment procedure set out in the Instructions to Bidders.

5. The undersigned Bidder acknowledges receipt of the following written addenda (insert "none" if none were received):

None

6. It is understood that the Notice to Bidders, Instructions to Bidders, Specifications, Bid Form and Agreement all form the Contract Documents and are fully a part of the Agreement as if each were fully set forth herein.

DATED this 7th day of August, 2023.

Central Salt, LLC
Bidder/Company

Lori Young
Signature

Customer Service Supervisor
Title

1420 State Rd 14, Lyons, KS 67554
Address

(SEAL)

Attest: Bryanna A Bryan
Secretary

620-257-5626 ext 7821
Telephone Number

lyoung@centralsalt.com
Email

CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PURCHASE OF GOODS

AGREEMENT BETWEEN CITY AND VENDOR

FOR 2023-24 ROAD SALT PURCHASE

THIS AGREEMENT is made and entered into this *Date*, August 7th, 20 23, by and between the City of Raytown, Missouri, hereinafter "City", and Central Salt, LLC "hereinafter "Vendor."

WITNESSETH:

WHEREAS, City has caused to be prepared in accordance with the law, a Notice to Bidders, Instructions to Bidders, Bid Form, this Agreement, Specifications and other Contract Documents for the materials, vehicle/equipment and services herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing materials, labor, tools, vehicle/equipment and transportation necessary for, and in connection with this Agreement; and

WHEREAS, Vendor, in response to the advertisement, has submitted to City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, City, in the manner prescribed by law, has publicly opened, examined and reviewed the Bids submitted, and as a result of this review has, in accordance with the law, determined and declared Vendor to be the Successful Bidder for providing the said materials, vehicle/equipment and services, and has duly awarded to Vendor this Agreement therefore upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid Form attached to and made a part of this Agreement.

NOW THEREFORE, in consideration for the compensation to be paid Vendor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, City for itself and its successors, and Vendor 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. Vendor will furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Work as designated, described and required by the Contract Documents, all in accordance with the Notice to Bidders, Instructions to Bidders, Bid Form, this Agreement, Specifications 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 and materials or vehicle/equipment delivered in a good, substantial and workmanlike manner and to the entire satisfaction of City, and in accordance with the laws of City, the State of Missouri and the United States of America.

ARTICLE II. City shall pay to Vendor for the performance of the Work embraced in this Agreement, and Vendor will accept in full compensation therefore, the sum of Forty-two thousandsix hundred sixty-five ($ 42,665.00) 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 the Contract Documents, 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 in the Contract Documents.

ARTICLE III. Vendor shall commence the Work on receipt of a Notice to Proceed and will complete all Work covered by this Agreement on or before April 30, 2024. Time is of the essence.

ARTICLE IV. Vendor shall not subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof without previous written consent of City. No subcontracts, or other transfer of this Agreement, shall release Vendor of its liability under this Agreement.

ARTICLE V. Vendor specifically acknowledges and confirms that it has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that 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 or in the other 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 which apply to this Agreement shall be incorporated herein by reference.

ARTICLE X. Should any provision of this Agreement or the other 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.

ARTICLE XI. City reserves the right to terminate this Agreement for cause or for convenience and without cause or default by providing ten (10) days written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall, at City's option as contained in the notice: (1) immediately cease all work; or (2) meet with the City's Project Representative and, subject to City's approval, determine what work shall be required of Contractor in order to bring the project to a reasonable termination in accordance with the request of the City. If the City terminates this Agreement for convenience and without cause, the City shall compensate Contractor for all work completed to date of its receipt of the termination notice and for any additional work the parties might agree is reasonably necessary to bring the project to a reasonable termination point. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. If the City shall terminate for cause or default on the

part of Contractor, City shall compensate Contractor for the reasonable cost of its work completed to date of receipt of its termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The City also retains its rights and remedies against Contractor including but not limited to its rights to sue for damages, interest, and attorney fees.

IN WITNESS WHEREOF, the City of Raytown, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Vendor has executed ____ counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF RAYTOWN, MISSOURI

By: _____ Date:_____
Damon Hodges, City Administrator

[SEAL]
ATTEST:

_____ Date: _____
Teresa Henry, City Clerk

VENDOR

Central Salt, LLC
Vendor

[SEAL]

BY: Lori Young Date: 8/7/23
Signature

Customer Service Supervisor
Title

ATTEST:
Breanna A. Bryan
Secretary

1420 State Rd 14
Address

Lyons, KS 67554
City, State, Zip

620-257-5626 lyoung@centralsalt.com
Phone No. Email

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

FINANCIAL INFORMATION

The following information is required to enable the use of automated clearing house/wire transfer payments by City and to enable the City to properly report such payments as required by federal law.

Name on Bank Account: Central Salt, LLC

Bank Name: UMB Bank

Bank ABA Number: 021052053

Account Number: 82325331

Attach a completed Form W9 - Request for Taxpayer Identification Number and Certification hereto.

CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PURCHASE OF GOODS

SPECIFICATIONS FOR

ROAD SALT (SODIUM CHLORIDE)

The following specifications shall apply to **purchase and delivery** of Road Salt for the City of Raytown, Missouri, herein called the City. The City reserves the right to waive minor technicalities under this Specification.

GENERAL REQUIREMENTS

1.0 DESCRIPTION.

1.1. The work shall consist of supplying, hauling, and dumping into stockpiles the road salt (sodium chloride), with anti-caking additive.

1.2. This specification covers sodium chloride, obtained from natural deposits (rock salt), or produced by man (evaporated, solar, other) for use as a de-icer for maintenance purposes.

2.0 MATERIAL:

2.1. **Chemical Composition.** The minimum percent sodium chloride (NaCl) shall be as follows for the material ordered, when tested in accordance with MoDOT Test Method T-32.

Name	Minimum % NaCl
95% Sodium Chloride	95

2.2. **Gradation.** The gradation shall conform to the following requirements:

Sieve Size	Percent Passing (by weight)
1/2 inch	100
3/8 inch	95-100
No. 4	15-95
No. 8	5-65
No. 30	0-15

2.3. **Condition.** The sodium chloride shall arrive at the delivery point in a free-flowing and usable condition.

2.4. **Moisture.** The moisture content at the delivery point shall not exceed 2.0 percent based on dry weight.

2.5. **Foreign Material.** Sodium chloride shall be relatively free from any foreign material at the delivery point. Residue from truck beds such as coke, grain, or other materials not

germane to sodium chloride will be cause for rejection. Any oversize foreign material will result in immediate rejection.

3.0 DELIVERY AND PACKAGING:

3.1. Delivery of all material shall be made during normal working hours (7:30a.m.-3:00 p.m.) on Monday through Friday, exclusive of holidays. A minimum 24-hours advance notice shall be given to the Superintendent of Public Works or his designee, at 816-737-6066, so delivery arrangements can be planned.

3.2. The sodium chloride shall be delivered in bulk lots.

3.3. The supplier shall furnish the truck driver a copy of the bill of lading, manifest, or truck ticket to be delivered to the representative personnel, prior to unloading, showing the following information regarding the shipment:

(a) Consignee.
(b) Destination.
(c) Type of Material (including the percent Sodium Chloride).
(d) Purchase Order Number.
(e) Truck number and weights of truck before and after loading.
(f) Date loaded.
(g) Name and Location of the Source.
(h) A Certification Statement.

3.4. A certification statement shall be provided, signed by an authorized representative of the Supplier, and substantially as follows:

"This certifies that the Sodium Chloride in this shipment complies with City of Raytown Public Works Dept. specifications and the weights shown hereon were obtained on certified scales and are correct within the specified scale requirements."

3.5. Scales shall have been calibrated within the six-month period immediately prior to any material being delivered or any time the City of Raytown Public Works representative has cause to question the accuracy of the scale. A scale acceptance shall be based on one of the following:

- A valid certification or seal of approval by any state will be acceptable.
- Certification of calibration from a commercial scale service company showing that the scale meets the requirements of these specifications. The Supplier shall furnish the certification of calibration to the City of Raytown Public Work's representative.

3.6. Delivery shall be made within 7 calendar days of the City making the initial order.

3.6.1. A representative of the receiving entity shall be present at the delivery site for all deliveries and no material will be accepted that has been delivered in their absence. No deliveries shall be made on Saturday, Sundays, or any official holiday, unless approved by the Director of Public Works or his designee.

3.6.2. All deliveries shall be coordinated with the Director of Public Works or his designee who shall be given 1-week notice prior to the beginning of delivery. **The successful bidder is hereby notified that placement of material into**

storage barn will require a conveyor, City provided, and will require coordinating the deliveries. The city reserves the right to suspend delivery of product in the event of a major storm event that limits city personnel availability to unload material and place in storage barn.

3.7. The successful bidder will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles or for constructing ramps or runways for dumping.

3.8. All prices are to be F.O.B. (Free on Board) destination:

City of Raytown
6417 Railroad Street
Raytown, Missouri, 64133

4.0. ACCEPTANCE:

4.1. A lot shall consist of that quantity of material ordered for delivery to one location at one time. It shall be sampled and tested prior to intermixing with material on hand.

4.2. Acceptance of the material will be based on satisfactory compliance with this specification as determined by samples and inspection deemed necessary by the representative at the delivery site.

4.3. If samples fail to meet the material requirements on the basis of an initial sample, two additional samples shall be taken from the lot and tested. Both of the additional samples must meet the requirements, or the lot will be rejected. Rejected product will be returned at the bidder's expense.

4.4. The department will not accept loads which exceed the legal limits. Overweight loads that are emptied before rejection will have the tonnage in excess of the legal weight deducted from the invoice.

5.0. PAYMENT

5.1. No federal or state tax shall be included.

5.2. Payment will be made at the price per ton herein of road salt (sodium chloride) delivered to the stockpile. The contractor shall invoice the receiving entity with the invoice showing the date of delivery, the ticket number, the net weight of the load and the delivery site. Billing address is as follows:

City of Raytown, Public Works
10000 E 59th Street
Raytown, MO 64133

6.0 ADDITIONAL QUANTITIES:

6.1. City reserves the right to order up to an additional 1,700 tons of quantity of material at the unit bid prices indicated on the Bid Form by April 30, 2024, and subject to Standard Bid or Alternate Bid acceptance and Bid award.

CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PURCHASE OF GOODS

BID FORM

BID: **2023-24 ROAD SALT PURCHASE**

TO: **CITY OF RAYTOWN**
JACKSON COUNTY, MISSOURI

The undersigned Bidder hereby proposes to furnish and deliver to the City of Raytown, Missouri, the following materials, or vehicle/equipment in the designated quantities in accordance with the Specifications, Bidding Documents, and other Contract Documents, and within the time period specified herein, in consideration of the prices as follows:

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Sodium Chloride	700	Ton	$63.50	$44,450.00

**** City reserves the right to order up to an additional 1,700 tons of quantity of material at the unit bid prices indicated.*

**** The City's intention is to buy At Least 700 tons of road salt between November 2023 and the end of April 2024, and possibly up to a total of 2,400 tons.*

List any exceptions to specifications: ** delivery 10-14 days after receipt of order

NOTE: City reserves the right to select/award either the Standard Bid or the Alternate Bid. **The project will be awarded based on the most responsible and responsive bid received for the Base Project *and/or the Base plus the Alternate Bid and/or the Alternate Bid*.** Bidder need only return Bid Sheet. All else may remain with the bidder.

1. The undersigned Bidder further agrees to deliver the type and quantity of material Bid within **See Exceptions (___) days of the date of the Notice of Award issued by City.

2. In submitting this Bid, the undersigned declares that he/she is of lawful age and that he/she executed the accompanying Bid on behalf of the Bidder therein named, and that he/she had lawful authority so to do, and said Bidder 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 Bids or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons or any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that he/she has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with him/her in said Bid or Bids, until after said sealed Bid or Bids are opened.

3. The undersigned Bidder further declares that he/she has carefully examined the Notice to Bidders, Instructions to Bidders, Specifications, and other Contract Documents, and that he/she has satisfied himself/herself as to all quantities, delivery and to the right of City to order additional quantities of material at the unit prices bid as determined by the official award, through April 30, 2024.

4. It is understood that City will pay in a prompt and timely manner in accordance with the payment procedure set out in the Instructions to Bidders.

5. The undersigned Bidder acknowledges receipt of the following written addenda (insert "none" if none were received):

NONE

6. It is understood that the Notice to Bidders, Instructions to Bidders, Specifications, Bid Form and Agreement all form the Contract Documents and are fully a part of the Agreement as if each were fully set forth herein.

DATED this 02 day of August, 2023.

Independent Salt Co. Chris Tully
Bidder/Company

Chris Tully 8/2/23
Signature

Attest: LeAnn Pleutz (SEAL)
Secretary

Sales Manager
Title

1126 20th Rd. Kanopolis, KS 67454
Address

785-472-4421
Telephone Number

chris@indsalt.com
Email

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 08/30/2023

MEETING DATE: September 5, 2023

SUBMITTED BY: **DEPARTMENT: Finance**

Document Type: Ordinance

SUBJECT/REQUEST

Approve the recommended 2023 levy rates for the General Fund and the Parks and Recreation Fund

BACKGROUND/JUSTIFICATION

The City has received its notice of 2023 Assessed Valuation from the County. Finance has recalculated the levy rates using the formula supplied by the State Auditor's Office. These calculations indicate the City could levy a rate of $0.2500 per $100.00 assessed valuation for general city operations and a rate of $0.1247 per $100.00 assessed valuation for park operations. The 2023 proposed combined rate represents a decrease from the 2022 rate based on higher assessment totals. According to Zillow the median home value for Raytown is approximately $198,223. The total taxes collected for the City and Parks on the median home would be $141.12 for each the City of Raytown collections.

The Adjusted Assessed Valuation:

- Real Estate values increased by $143,210,9945 or 46.55% from last year's amounts for a 2023 value of $450,795,298.
- Personal property value decreased by $4,654,361 or 5.20% from last year's amounts for a 2023 value of $83,865,975.

Based on the assessed valuation and the proposed mill levy, staff is projecting that approximately $1,336,653 will be generated for the General Fund and approximately $666,723 will be generated for the Park Fund, which equates to a 11.37% increase for both General Fund and Parks Fund.

In accordance with State law, the City must hold a public hearing on the establishment of the levy rate prior to passage of the ordinance approving the 2023 rates which has been scheduled for September 19, 2023.

RECOMMENDED MOTION

None

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 Prop Tax Levy 2023
2. 2023 Aggregate Assessed Valuation reports from Jackson County
3. MO State Auditor's Office Tax Rate Pro Forma

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 ESTABLISHING THE ANNUAL PROPERTY TAX LEVY RATE FOR THE CITY OF RAYTOWN GENERAL OPERATING FUND AND THE PARK FUND FOR THE YEAR 2023

WHEREAS, pursuant to the provisions of Chapters 67 and 94, Sections 67.110, 94.100, and 94.330 of the Revised Statutes of the State of Missouri, the rate for the levy of taxes must be established for the year 2023 on all taxable realty and tangible personal properties situated in the City of Raytown, Missouri, for the maintenance and operation of the City government and services to the citizens of Raytown; and

WHEREAS, the rate for the levy of taxes for the year 2023 has been calculated by the Director of Finance/Controller in accordance with the Missouri Constitution and Statutes; and

WHEREAS, a Public Hearing on the proposed tax levy required by Section 67.110 RSMo. was held on September 19, 2023, after publication of required notice; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to set the City of Raytown's 2023 Property Tax Levy at 25.00 cents ($0.2500) per one hundred dollars ($100.00) assessed valuation for general City Operations and at 12.47 cents ($0.1247) per one hundred dollars ($100.00) assessed valuation for Park Operations.

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

SECTION 1 – GENERAL CITY OPERATING TAX RATE LEVY FOR 2023 ESTABLISHED. That the rate of levy of tax for the year 2023 on all taxable realty and tangible personal property within the City of Raytown, Missouri, is hereby established at 25.00/100 cents ($0.2500) per one hundred dollars ($100.00) assessed valuation for general expenses incurred by the City.

SECTION 2 – PARK TAX RATE LEVY FOR 2023 ESTABLISHED. That the rate of levy of tax for the year 2023 on all tangible realty and tangible personal property within the City of Raytown, Missouri, is hereby established at 12.47/100 cents ($0.1247) per one hundred dollars ($100.00) valuation for the purpose of a park fund to keep, maintain and further develop a system of public parks.

SECTION 3 – PROPERTY TAX LEVIED. That the aforesaid taxes, hereinafter referred to are hereby levied on all taxable realty and tangible personal property within the City of Raytown, Missouri for the year 2023 the same being due and payable on November 1, 2023, and delinquent on January 1, 2024, pursuant to Section 94.300 of the Revised Statutes of the State of Missouri.

SECTION 4 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5 – 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 6 – 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 September, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Office of
Mary Jo Spino
Clerk of the County
Legislature

COUNTY LEGISLATURE

JACKSON COUNTY, MISSOURI

Jackson County
Courthouse
415 E. 12th Street
Kansas City, MO
64106
816-881-3242

NOTICE OF 2023
AGGREGATE ASSESSED VALUATION
FOR
POLITICAL SUBDIVISIONS
OTHER THAN SCHOOL DISTRICTS

As required by Section 137.245.3 RSMo., I, Mary Jo Spino, County Clerk of Jackson County, State of Missouri, do hereby certify that the following is the aggregate assessed valuation in Jackson County of...

City of Raytown

a political subdivision, for the year 2023, as shown on the Jackson County Assessment Rolls, plus Railroad and Utility valuations as reported by the State Tax Commission.

REAL PROPERTY ..... $ **439,804,730**

	County Assessment Rolls		Locally Assessed RR & Utility		Total
Residential	$ 366,460,718	+	N/A	=	$ 366,460,718
Agricultural & Horticultural	$ 7,221	+	N/A	=	$ 7,221
Commercial	$ 71,223,167	+	$ 2,113,624	=	$ 73,336,791
	$ 437,691,106	+	$ 2,113,624	=	$ **439,804,730**

NEW CONSTRUCTION

Residential	$ 67,127
Ag & Hort	$
Commercial	$
TOTAL	$ 67,127

Note: The Amount of "New Construction" Value(s) are included above

The Non-Taxable Amount of "Abatement and/or TIF" Value(s) are **not** included above

PERSONAL PROPERTY ..... $ **82,307,211**

	County Assessment Roll		Locally Assessed RR & Utility		Total
"PP-B" Personal Property – Business	$ 20,860,841	+	$ 222,207	=	$ 21,083,048
"PP-I" Personal Property - Individual	$ 61,224,163	+	N/A	=	$ 61,224,163
	$ 82,085,004	+	$ 222,207	=	$ **82,307,211**

STATE ASSESSED – REAL PROPERTY ..... $ **10,990,568**

STATE ASSESSED – PERSONAL PROPERTY ..... $ **1,558,764**

TOTAL CURRENT VALUATION $ **534,661,273**

This information is transmitted to assist you in complying with Section 67.110 RSMo., which requires that notice be given and public hearings held before tax rates are set.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Jackson, at my Office in Kansas City, Missouri, this 3rd day of July, 2023.

Mary Jo Spino Clerk
Mary Jo Spino

JACKSON COUNTY MISSOURI

ASSESSMENT DEPARTMENT

JACKSON COUNTY, MISSOURI

Jackson County
Courthouse
415 E. 12th Street
Kansas City, MO
64106
816-881-3239

NOTICE OF 2023
AGGREGATE ASSESSED VALUATION
OF TAX INCREMENT FINANCED PROPERTY

CITY - RAYTOWN

For the year 2023, as shown on the Jackson County Assessment Rolls.

TIF VALUES		
Residential	$	18,782
Ag & Hort	$	
Commercial	$	6,299,220

TOTAL TIF INCREMENT..... $ 6,318,002

NEW CONSTRUCTION TIF	
Residential	$
Ag & Hort	$
Commercial	$
TOTAL	$

Note: The amount of "New Construction TIF" is included above.

INFORMAL TAX RATE CALCULATOR FILE **Printed on:** **8/24/2023**

Summary Page **(2023)**

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raytown	09-048-0015	General Fund
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

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

	For Political Subdivision Use in Calculating its Tax Rate
A. **Prior year tax rate ceiling** as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year)	0.3215
B. **Current year rate computed** pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18)	0.2500
C. **Amount of rate increase authorized by voters for current year** if same purpose, (Form B, Line 7)	
D. **Rate to compare to maximum authorized levy to determine tax rate ceiling** (Line B if no election, otherwise Line C)	0.2500
E. **Maximum authorized levy** the most recent voter approved rate	1.0000
F. **Current year tax rate ceiling** maximum legal rate to comply with Missouri laws	0.2500
G1. **Less required sales tax reduction** taken from tax rate ceiling (Line F), if applicable	
G2. **Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies)** taken from tax rate ceiling (Line F)	
H. **Less voluntary reduction by political subdivision** taken from the tax rate ceiling (Line F) WARNING: A Voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.	
I. **Plus allowable recoupment rate** added to tax rate ceiling (Line F) If applicable, attach Form G or H.	
J. **Tax rate to be levied** (Line F - Line G1 - Line G2 - Line H + Line I)	
AA. **Rate to be levied for debt service,** if applicable (Form C, Line 10)	
BB. **Additional special purpose rate authorized by voters** after the prior year tax rates were set, (Form B, Line 7 if a different purpose)	

Certification of Non-Binding Estimated Tax Rate to the County Clerk(s)

I, the undersigned, _____ (Office) of City of Raytown (Political Subdivision) levying a rate in _____ (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best knowledge and belief.

Please complete Lines G through BB, sign this form, and return to the county clerk(s).

(Date)	(Signature)	(Printed Name)	(Telephone)

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

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

IF THIS POLITICAL SUBDIVISION LEVIES A PROPERTY TAX RATE PARTIALLY OR WHOLLY IN CLAY COUNTY, JACKSON COUNTY, ST. LOUIS COUNTY, OR THE CITY OF ST. LOUIS AND CHANGES ARE NECESSARY TO THE 2018 TAX RATE FORMS, PLEASE LOG ONTO THE STATE AUDITOR'S TAX RATE SYSTEM AND ENTER UPDATED INFORMATION TO MAKE THOSE CHANGES AND SELECT SUBMIT. CONTACT THE STATE AUDITOR'S OFFICE IF YOU HAVE MISPLACED YOUR USER ID AND/OR PASSWORD.

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

INFORMAL TAX RATE CALCULATOR FILE **Printed on: 8/24/2023**
Form A **(2023)**
For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raytown	09-048-0015	General Fund
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. **(2023) Current year assessed valuation** Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.
   (a) 450,795,389 (Real Estate) + (b) 83,865,975 (Personal Property) = 534,661,364 (Total)
2. **Assessed valuation of new construction & improvements**
   2(a) - Obtained from the county clerk or county assessor 2(b) - increase in personal property, use the formula listed under Line 2(b)
   (a) 67,127 (Real Estate) + (b) 0 Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) = 67,127 (Total)
   If Line 2b is negative, enter zero
3. **Assessed value of newly added territory** obtained from the county clerk or county assessor
   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)
4. **Adjusted current year assessed valuation** (Line 1 total - Line 2 total - Line 3 total) 534,594,237
5. **(2022) Prior year assessed valuation** Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization. NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.
   (a) 307,859,899 (Real Estate) + (b) 88,098,388 (Personal Property) = 395,958,287 (Total)
6. **Assessed value of newly separated territory** obtained from the county clerk or county assessor
   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)
7. **Assessed value of property locally assessed in prior year, but state assessed in current year** obtained from the county clerk or county assessor
   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)
8. **Adjusted prior year assessed valuation** (Line 5 total - Line 6 total - Line 7 total) 395,958,287

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

	For Political Subdivision Use in Calculating its Tax Rate
9. **Percentage increase in adjusted valuation** of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8/Line 8 x 100)	35.0128%
10. **Increase in Consumer Price Index (CPI)** certified by the State Tax Commission	**6.5000%**
11. **Adjusted prior year assessed valuation** (Line 8)	395,958,287
12. **(2022) Tax rate ceiling from prior year** (Summary Page, Line A)	0.3215
13. **Maximum prior year adjusted revenue** from property that existed in both years (Line 11 x Line 12/100)	1,273,006
14. **Permitted reassessment revenue growth** The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	5.0000%
15. **Additional revenue permitted** (Line 13 x Line 14)	63,650
16. **Total revenue permitted in current year*** from property that existed in both years (Line 13 + Line 15)	1,336,656
17. **Adjusted current year assessed valuation** (Line 4)	534,594,237
18. **Maximum tax rate permitted by Article X, Section 22, and Section 137.073 RSMo** (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. **Enter this rate on the Summary Page, Line B**	0.2500

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

INFORMAL TAX RATE CALCULATOR FILE
Informational Data
For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Printed on: 8/24/2023
(2023)

City of Raytown	09-048-0015	General Fund
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

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

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

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

	Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken in a Prior Even Numbered Year
Informational Summary Page	
A. **Prior year tax rate ceiling** (Prior Year Informational Summary Page, Line F)	0.3215
B. **Current year rate computed** (Informational Form A, Line 18 below)	0.2500
C. **Amount of increase authorized by voters for current year** (Informational Form B, Line 7 below)	
D. **Rate to compare to maximum authorized levy** (Line B if no election, otherwise Line C)	0.2500
E. **Maximum authorized levy** most recent voter approved rate	1.0000
F. **Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year** (Lower of Line D or E)	**0.2500**

Informational Form A	
9. **Percentage increase in adjusted valuation** (Form A, Line 4 - Line 8 / Line 8 x 100)	35.0128%
10. **Increase in Consumer Price Index (CPI)** certified by the State Tax Commission	**6.5000%**
11. **Adjusted prior year assessed valuation** (Form A, Line 8)	395,958,287
12. **(2022) Tax rate ceiling from prior year** (Informational Summary Page, Line A from above)	0.3215
13. **Maximum prior year adjusted revenue** from property that existed in both years (Line 11 x Line 12 / 100)	1,273,006
14. **Permitted reassessment revenue growth** The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	5.0000%
15. **Additional reassessment revenue permitted** (Line 13 x Line 14)	63,650
16. **Total revenue permitted in current year** from property that existed in both years (Line 13 + Line 15)	1,336,656
17. **Adjusted current year assessed valuation** (Form A, Line 4)	534,594,237
18. **Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo,** if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.2500

Informational Form B	
6. **Prior year tax rate ceiling to apply voter approved increase to** (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7. **Voter approved increased tax rate to adjust** (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	

INFORMAL TAX RATE CALCULATOR FILE **Printed on:** **8/24/2023**

Summary Page **(2023)**

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raytown	09-048-0015	Park And Recreation
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

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

	For Political Subdivision Use in Calculating its Tax Rate
A. **Prior year tax rate ceiling** as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year)	0.1604
B. **Current year rate computed** pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18)	0.1247
C. **Amount of rate increase authorized by voters for current year** if same purpose, (Form B, Line 7)	
D. **Rate to compare to maximum authorized levy to determine tax rate ceiling** (Line B if no election, otherwise Line C)	0.1247
E. **Maximum authorized levy** the most recent voter approved rate	1.0000
F. **Current year tax rate ceiling** maximum legal rate to comply with Missouri laws	0.1247
G1. **Less required sales tax reduction** taken from tax rate ceiling (Line F), if applicable	
G2. **Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies)** taken from tax rate ceiling (Line F)	
H. **Less voluntary reduction by political subdivision** taken from the tax rate ceiling (Line F) WARNING: A Voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.	
I. **Plus allowable recoupment rate** added to tax rate ceiling (Line F) If applicable, attach Form G or H.	
J. **Tax rate to be levied** (Line F - Line G1 - Line G2 - Line H + Line I)	
AA. **Rate to be levied for debt service,** if applicable (Form C, Line 10)	
BB. **Additional special purpose rate authorized by voters** after the prior year tax rates were set, (Form B, Line 7 if a different purpose)	

Certification of Non-Binding Estimated Tax Rate to the County Clerk(s)

I, the undersigned, _____ (Office) of City of Raytown (Political Subdivision) levying a rate in _____ (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best knowledge and belief.

Please complete Lines G through BB, sign this form, and return to the county clerk(s).

(Date)	(Signature)	(Printed Name)	(Telephone)

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

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

IF THIS POLITICAL SUBDIVISION LEVIES A PROPERTY TAX RATE PARTIALLY OR WHOLLY IN CLAY COUNTY, JACKSON COUNTY, ST. LOUIS COUNTY, OR THE CITY OF ST. LOUIS AND CHANGES ARE NECESSARY TO THE 2018 TAX RATE FORMS, PLEASE LOG ONTO THE STATE AUDITOR'S TAX RATE SYSTEM AND ENTER UPDATED INFORMATION TO MAKE THOSE CHANGES AND SELECT SUBMIT. CONTACT THE STATE AUDITOR'S OFFICE IF YOU HAVE MISPLACED YOUR USER ID AND/OR PASSWORD.

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

INFORMAL TAX RATE CALCULATOR FILE **Printed on: 8/24/2023**

Form A **(2023)**

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raytown	09-048-0015	Park And Recreation
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. **(2023) Current year assessed valuation** Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.
   (a) 450,795,298 (Real Estate) + (b) 83,865,975 (Personal Property) = 534,661,273 (Total)
2. **Assessed valuation of new construction & improvements**
   2(a) - Obtained from the county clerk or county assessor 2(b) - increase in personal property, use the formula listed under Line 2(b)
   (a) 67,127 (Real Estate) + (b) 0 Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) = 67,127 (Total)
   If Line 2b is negative, enter zero
3. **Assessed value of newly added territory** obtained from the county clerk or county assessor
   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)
4. **Adjusted current year assessed valuation** (Line 1 total - Line 2 total - Line 3 total) 534,594,146
5. **(2022) Prior year assessed valuation** Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization. NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.
   (a) 307,584,304 (Real Estate) + (b) 88,098,388 (Personal Property) = 395,682,692 (Total)
6. **Assessed value of newly separated territory** obtained from the county clerk or county assessor
   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)
7. **Assessed value of property locally assessed in prior year, but state assessed in current year** obtained from the county clerk or county assessor
   (a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)
8. **Adjusted prior year assessed valuation** (Line 5 total - Line 6 total - Line 7 total) 395,682,692

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

	For Political Subdivision Use in Calculating its Tax Rate
9. **Percentage increase in adjusted valuation** of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8/Line 8 x 100)	35.1068%
10. **Increase in Consumer Price Index (CPI)** certified by the State Tax Commission	**6.5000%**
11. **Adjusted prior year assessed valuation** (Line 8)	395,682,692
12. **(2022) Tax rate ceiling from prior year** (Summary Page, Line A)	0.1604
13. **Maximum prior year adjusted revenue** from property that existed in both years (Line 11 x Line 12/100)	634,675
14. **Permitted reassessment revenue growth** The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	5.0000%
15. **Additional revenue permitted** (Line 13 x Line 14)	31,734
16. **Total revenue permitted in current year*** from property that existed in both years (Line 13 + Line 15)	666,409
17. **Adjusted current year assessed valuation** (Line 4)	534,594,146
18. **Maximum tax rate permitted by Article X, Section 22, and Section 137.073 RSMo** (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. **Enter this rate on the Summary Page, Line B**	0.1247

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

INFORMAL TAX RATE CALCULATOR FILE **Printed on: 8/24/2023**
Informational Data **(2023)**
For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raytown	09-048-0015	Park And Recreation
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

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

Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

	Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken in a Prior Even Numbered Year
Informational Summary Page	
A. **Prior year tax rate ceiling** (Prior Year Informational Summary Page, Line F)	0.1604
B. **Current year rate computed** (Informational Form A, Line 18 below)	0.1247
C. **Amount of increase authorized by voters for current year** (Informational Form B, Line 7 below)	
D. **Rate to compare to maximum authorized levy** (Line B if no election, otherwise Line C)	0.1247
E. **Maximum authorized levy** most recent voter approved rate	1.0000
F. **Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year** (Lower of Line D or E)	**0.1247**

Informational Form A	
9. **Percentage increase in adjusted valuation** (Form A, Line 4 - Line 8 / Line 8 x 100)	35.1068%
10. **Increase in Consumer Price Index (CPI)** certified by the State Tax Commission	**6.5000%**
11. **Adjusted prior year assessed valuation** (Form A, Line 8)	395,682,692
12. **(2022) Tax rate ceiling from prior year** (Informational Summary Page, Line A from above)	0.1604
13. **Maximum prior year adjusted revenue** from property that existed in both years (Line 11 x Line 12 / 100)	634,675
14. **Permitted reassessment revenue growth** The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	5.0000%
15. **Additional reassessment revenue permitted** (Line 13 x Line 14)	31,734
16. **Total revenue permitted in current year** from property that existed in both years (Line 13 + Line 15)	666,409
17. **Adjusted current year assessed valuation** (Form A, Line 4)	534,594,146
18. **Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo,** if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.1247

Informational Form B	
6. **Prior year tax rate ceiling to apply voter approved increase to** (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7. **Voter approved increased tax rate to adjust** (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 07/31/2023

MEETING DATE: September 5, 2023

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Agreement/Contract

SUBJECT/REQUEST

Authorization to approve an agreement with George Butler Associates, Inc. for professional services for the task order & scope of services to move a sanitary sewer line and close a stormwater channel before the 53rd Street Redevelopment Project in the amount of $137,735 and amend the fiscal year 2022-2023 budget.

BACKGROUND/JUSTIFICATION

In April of 2023, Public Works was conducting sewer inspections near a creek crossing at East 53rd Place near the old water park. During this inspection, it was discovered that there is a crack in the sewer line. Kissick Construction was contacted and videotaped the sewer line. It was discovered that the sewer line was lined in the late 80's or early 90's and the liner is still intact. Due to the thickness of the liner, it will not be long before the liner will degrade or be damaged.

While discussing multiple options to move the sewer line, it was discovered that the Parks Department was designing and building a Dog Park in the parking lot of the old water park. Due to this development, it is important to move this sewer line before construction starts on the Dog Park.

In addition, it was discussed that the open stormwater channel would be better if it was an enclosed system due to the location of the Dog Park.

George Butler Associates, Inc. is already a contracted engineering firm for the City of Raytown. This agreement would allow George Butler Associates, Inc. to survey, design, and help with the bidding process of the sewer and stormwater channel. Available funding is available in the sewer and stormwater accounts.

Alternatives: Option 1: Only survey, design, and construct the sewer line.
Option 2: Only survey, design, and construct the stormwater system.
Option 3: Do not do the project.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	Geroge Butler & Associates
Amount of Request/Contract:	$137,735. 00
Amount Budgeted:	Not Budgeted
Funding Source/Account #:	Stormwater Fund: 401-62-00-100-57000 in the amount of $49,585.00 Sanitary Sewer Fund: 501-62-00-100-57000 in the amount of $88,150.00

REVIEWED BY

Michael Graham
Jennifer Baird
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso GBA Professional Services-53rd Street Redevelopment Project
2. Sanitary Sewer & Stormwater Survey and Design Task Order 6
3. Sanitary Sewer & Stormwater Survey and Design Scope
4. Sanitary Sewer & Stormwater Survey and Design Schedule
5. Sanitary Sewer Map
6. Storm Water Map
7. Sanitary Sewer & Stormwater Survey and Design Fee
8. 2020-2023 On-Call Engineering Agreement
9. Updated GBA Standard Hourly Rates for 2023

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		N / A
Certificate of Insurance:		Already on file due to previous bid
E-Verify Affidavits:		Already on file due to previous bid
E-Verify proof of enrollment:		Already on file due to previous bid
Bond:		N / A
IRS Form W-9:		Already on file due to previous bid
Bid/RFP/RFQ: (submit all)	X	
Bid/RFP/RFQ Tabulation:	X	

Bid Waiver: Sole source or less than three bids		Already on file due to previous bid
Contractor address and email:		Already on file due to previous bid
Project Exemption Certificate needed:		N / A
Other:		

RESOLUTION NO.: R-3538-23

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. FOR SANITARY SEWER LINE AND STORM WATER CHANNEL WORK FOR THE 53RD STREET REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED $137,735.00

WHEREAS, the City desires to engage the services of our on-call professional engineering firm to provide task order & scope of services to move a sanitary sewer line and close a stormwater channel before the construction of the 53rd Street Redevelopment Project in the amount of $137,735.00; and

WHEREAS, the Scope of Basic Services to be provided by George Butler Associates, Inc. (GBA) as described in the Professional Engineering Services Agreement are set forth in the attached Exhibit "A", and the time periods for the performance of specific services in the contract are stipulated therein; and

WHEREAS, the City Administrator is authorized and empowered by the City to execute contracts providing for professional services, upon approval by the Board of Aldermen; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown that the City enter into an agreement with GBA for such purposes;

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

THAT an Agreement for Professional Services by and between the City of Raytown, Missouri and George Butler Associates, Inc. in an amount not to exceed $137,735.00 in substantially the same form as attached hereto as Exhibit "A" and incorporated herein, is hereby approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary in connection with such agreement and the City Clerk is authorized to attest thereto; and

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of September, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M Baird, City Attorney

City of Raytown, Missouri – Project Task Order

Contract: On Call Contract Project Number SSM-2023-02

Ordinance or Resolution: R-3277-20	Task Agreement No: 6	Funding Amount: $137,735.00 Purchase Order No:

Project Title: Sanitary Sewer Creek Crossing Relocation

Contractor/Consultant: GBA 9801 Renner Blvd Lenexa, KS 66219	Division and Staff Project Manager: Wastewater Group Daria Sakharova, P.E. – Wastewater Group Project Manager
Project Management Manual reviewed:	Attachments (Gantt Chart, etc.): Scope and Fee for Project.

PROJECT Scope (can be in the form of an attachment): Attachment A

The attached services will be provided for an hourly rate not to exceed $137,735.00 including direct expenses.

City Signatures		Partner Signatures	
City Administrator: Damon Hodges	**Public Works Director:** Robinson Camp	**Project Manager:** Daria Sakharova, P.E.	**Company Principal (if different):** Kurt Hassler, P.E.
Signature: Date:	Signature: Date:	Signature: Date: 07/28/2023	Signature: Date: 07/28/2023

Project Type: Design __X___ Construction ____ Property Acquisition_____ Conceptual/Problem Solving_____ Surveying____

Project Discipline(s): Transportation _____ Facilities _____ Water_____ Wastewater__X___ Stormwater__X___

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement by and between the City of Raytown, MO and GBA. (Professional), **dated 02/18/2020.**	

Attach scope of work, budget, and other supporting material

EXHIBIT A

SCOPE OF SERVICES

ENGINEER: George Butler Associates, Inc. (GBA)

Owner: City of Raytown, Missouri (CITY)

Project: Creek Crossing Relocation and Stormwater Culvert Design

City Contract No:

City Project No: SSM-2024-##

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by ENGINEER to facilitate the construction of new sanitary sewer, abandonment of existing sanitary sewer creek crossing, and construction of a new stormwater culvert in Raytown, Missouri.

A. The Project. The Public Works Department of the City of Raytown (CITY), Missouri, intends to remove and relocate an existing sanitary sewer creek crossing and enclose an existing open stormwater ditch in a culvert, which are located in Raytown, Missouri. As such, the CITY is contracting with ENGINEER to provide the necessary professional services.

B. Background Information. The CITY is undertaking this Project to reduce the risk of the sanitary creek crossing collapsing or being broken during a heavy storm event. Additionally, they would like to enclose the open stormwater ditch in order to provide a more uniform ground on which a future dog park will be constructed and to reduce the maintenance that has had to be performed on the open ditch. The sanitary portion will involve the construction of approximately 500 LF of new sanitary sewer, abandonment of 660 LF of existing sanitary sewer including the existing stream crossing. The stormwater portion will include the construction of approximately 390 LF of reinforced concrete box culvert and the potential rehabilitation of two existing culverts.

C. Follow-On Phases. At the discretion of the CITY, the ENGINEER may be requested to provide construction phase services for the project, but this would be considered Additional Services and a fee would be negotiated at that time.

D. General Description of Activities. The Basic Scope of Services to be performed by ENGINEER consists of professional services for the development and implementation of construction plans for the sanitary and stormwater work in the project area. This Scope of Services includes review of existing infrastructure to determine if additional rehabilitation or replacement of connected assets is needed. The Work consists of the following professional services:

1. Field Data Evaluation and Rehabilitation Recommendations

2. Development of Recommendations for Sewer System Rehabilitation
3. Development of Construction Contract Documents

E. Task Series Listing. The Basic Scope of Services is organized under the following Task Series:

1. Task Series 100 - Project Management And Administration
2. Task Series 200 - Public, Utility, And Contractor Coordination, Permitting, And Row
3. Task Series 300 - Field Data Collection And Analysis
4. Task Series 400 - Sanitary Sewer Relocation Design
5. Task Series 500 - Storm Sewer Design
6. Task Series 600 - Bid Phase Services

F. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what ENGINEER shall perform and does not implicitly put any additional responsibilities or duties upon ENGINEER. The ENGINEER agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.

G. Capital or Annual Cost Opinions. Since ENGINEER has no control over the cost of labor, materials, or equipment furnished by others not under contract to ENGINEER, ENGINEER's opinion of probable cost for construction of the Work shall be made on the basis of experience and qualifications as an ENGINEER. ENGINEER does not guarantee that proposals, bids, or actual project cost will not vary from ENGINEER's opinions of probable construction cost. The cost opinions' level of accuracy presented by ENGINEER shall be as noted for in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. ENGINEER shall complete the services in this scope within 180 calendar days following Notice to Proceed (NTP). ENGINEER's completion schedule will be extended by the CITY for delays beyond the reasonable control of the ENGINEER as approved by the CITY.

B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from ENGINEER. CITY will endeavor to provide consolidated written review comments to ENGINEER within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by ENGINEER no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

The following Task Series describe the Basic Scope of Services to be provided by the ENGINEER under the Project.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Basic Services identified herein and subcontractors employed by the ENGINEER in completion of the Work. The following management activities will be provided by ENGINEER.

Task 101 Project Management Services (6 months)

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal. Each invoice by the ENGINEER and subcontractors shall have labor hours and fee and unit price items broken down by task series and shall be in general conformance with the invoice template provided by CITY. The monthly project status report shall identify work performed by the ENGINEER, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of the ENGINEER's ability to meet project schedule milestones, including identification of delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed, and the earned value of the completed work for each task series. The schedule shall be updated to reflect the progress reported in the status report.

Task 103 Quality Control

ENGINEER's Quality Control Program will be implemented on the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 104 Project Kickoff Meeting

After NTP is given by CITY, ENGINEER shall organize and conduct a Project Kickoff meeting in-person with the CITY to review and establish project goals, lines of communication, project procedures, the proposed work plan, and other logistics of project execution, including anticipated Project schedule and content of subsequent monthly progress meetings. Kickoff meeting will be two (2) hours long including travel time and will be attended by three (3) people from ENGINEER. ENGINEER shall prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting date.

Task 105 Monthly Progress Meetings (5 meetings)

Participate in up to five (5) progress meetings with CITY, held virtually via zoom, to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Project meetings shall be one (1) hour long and will be attended by up to three (3) representatives from the ENGINEER. Anticipated future activities and CITY action items shall be discussed. ENGINEER shall prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes.

TASK SERIES 200 - PUBLIC, UTILITY, AND CONTRACTOR COORDINATION, PERMITTING, AND ROW

Task 201 Public Coordination Meeting

The ENGINEER shall prepare for and attend one (1) public coordination meeting during the duration of the project. The public coordination meeting shall be held after the completion of 60% design plans and will be attended by up to three (3) people from the ENGINEER.

The ENGINEER shall prepare necessary documents for the meetings including by not limited to: power point presentation, visual aids, meeting agenda, and public notification letter. ENGINEER will obtain approval from the CITY prior to mailing the notification letter to residents that shall be invited to the meeting. Notification letters will be sent on CITY letterhead via the postal service. It is anticipated that the public coordination meeting will be two (2) hours long and shall be held in person.

Task 202 Communication with Property Owners

Assist CITY with responding to inquiries from businesses and property owners throughout the duration of the Final Design phase of the project. Document communications with property owners and provide copies of said documentation to the CITY. The CITY shall respond to requests for information from public officials and the media.

Assist the CITY in identifying up to five (5) property owners and local businesses within the basin to strategically work with for the duration of the project. These property owners shall include large warehouses, factories, hospitals, schools, nursing homes or other facilities that could be substantially impacted by construction work. The ENGINEER shall coordinate on-site meetings with an owner's representative, if needed, provide materials prepared as part of Task 201, coordinate schedule of activities, including access to property to perform construction. A total of eight (8) hours is budgeted for on-site meetings with owner's representatives. If the estimate above is not adequate, the additional property owners, over the estimate above, shall be added as Optional Services.

Task 203 Utility Relocation Coordination

ENGINEER will provide for the communication with the utilities in the project area including notification of the project, requests for facility information, requests for clarifications, transmittal of drawings, and meetings to discuss the project. ENGINEER will send utility requests directly to

the utility companies with copies of the requests to the CITY. ENGINEER will be responsible for setting up and updating a utility tracking log throughout the PROJECT, maintaining it throughout the PROJECT, and taking and distributing meeting notes and incorporating utility information into the design of the PROJECT. ENGINEER will be responsible for providing utilities with relevant project information to facilitate with required design work for replacement or relocation of their existing infrastructure within the PROJECT area. The ENGINEER will identify one (1) person from the Project Team who will act as the singular contact throughout the PROJECT to request information from the Utilities.

Task 204 60% Utility Coordination Meeting

ENGINEER will conduct a 60% utility coordination meeting virtually via zoom. Up to 2 hours is budgeted for the utility coordination meeting and meeting will be attended by two (2) representatives from ENGINEER. ENGINEER will be responsible for organizing the meeting, preparing an agenda, and preparing a meeting summary. The meeting summary will be distributed to attendees and stakeholders.

Task 205 90% Utility Coordination Meeting (if needed)

ENGINEER will conduct a 90% utility coordination meeting. ENGINEER will confirm with CITY if this meeting is necessary. Up to 2 hours is budgeted for the utility coordination meeting and meeting will be attended by two (2) representatives from ENGINEER. ENGINEER will be responsible for organizing the meeting, preparing an agenda, and preparing a meeting summary. The meeting summary will be distributed to attendees and stakeholders.

Task 206 USACE Memo Compliance

ENGINEER will prepare a memorandum to United States Army Corps of Engineers (USACE) to ensure compliance with USACE requirements pertaining to the stormwater culvert portion of the project. ENGINEER will submit the memorandum to CITY for review and approval prior to sending to USACE. CITY will review the application and provide feedback within fourteen (14) calendar days. ENGINEER will submit a draft memorandum to USACE, respond to questions from USACE, and update a final memorandum based on feedback received from USACE.

Task 207 Floodplain Development/No Rise Permit

ENGINEER will prepare the necessary documents for the No Rise Permit. ENGINEER will submit a draft copy of the application to the CITY for review. CITY will review the application and provide feedback within fourteen (14) calendar days. ENGINEER will update the application per CITY comments and submit to the State Emergency Management Agency.

Task 208 Easement Determination

ENGINEER shall prepare documents for up to one (1) easement acquisition. CITY personnel will provide title information for use by the ENGINEER. CITY will negotiate the acquisition of the easements, if necessary. Identify easements and acquisitions necessary for construction and provide information required. Update potential properties impacted by the project on the ROW

Table with current property information. Prepare strip / tract maps with an aerial background for the 60% and 90% submittals, if necessary.

TASK SERIES 300 - FIELD DATA COLLECTION AND ANALYSIS

Task 301 Topographic Survey

ENGINEER shall identify locations for topographic survey needs and prepare maps and documents for survey. ENGINEER to coordinate the collection of the survey data, answer questions from the surveyors, and evaluate the results of the collected data. ENGINEER to incorporate final survey results in the construction plans.

Task 302 Review Existing Inspection Data

ENGINEER shall review CCTV inspection video, manhole inspection data, and other existing field data. The reviews should identify defects in main sewers, manholes, and service lateral connections. The approximate linear feet of sewer pipe and number of manholes for which CCTV and manhole inspection data reviews are to be performed for the project area are:

a. 5 manholes and 1,000 linear feet of sewer mains.

Task 303 Preliminary Opinion of Probable Construction Cost

Prepare a preliminary opinion of probable construction cost (OPC) for assets recommended for construction, rehabilitation, or replacement.

Task 304 Develop Project Phasing and Scheduling

ENGINEER shall develop a project phasing and schedule and submit to CITY for approval or modification. Schedule limitations and requirements for the project will also be developed. Final phasing and schedule to be included with the final project manual.

TASK SERIES 400 - SANITARY SEWER RELOCATION DESIGN

Task 401 Develop 60% Construction Contract OPC

Prepare an updated OPC based on the 60% Design Plans developed and comments received from the CITY of its review of the Preliminary Opinion of Probable Cost submitted.

Task 402 Develop 60% Construction Contract Plans

Maps for construction shall be generated from the CITY's GIS data. Maps shall include CITY's orthophotography data, manhole numbers, and shall highlight manholes and mainlines to be rehabilitated, constructed, or removed. Location of service laterals shall be tabulated on the maps.

Task 403 Develop 60% Construction Contract Specifications

The ENGINEER will provide technical specifications, modified to reflect the specifics for the project, that address environmental issues associated with the PROJECT including, but not limited to, permitting specifications and temporary environmental controls specifications. This shall include appropriate modifications of technical specifications to address environmental issues. ENGINEER to use existing standard documents provided by the CITY and adjust them to reflect the current project.

Task 404 Submit 60% Construction Contract Documents

Submit two (2) hard copies and a PDF of 60% design documents for review by CITY. Conduct a two-hour review meeting with the CITY, to be held virtually and attended by up to two (2) representatives from ENGINEER, to discuss review comments and changes to the 60% design documents. Incorporate review comments into the 90% Construction Contract Documents as necessary.

Task 405 Plan in Hand Walk Through

Within 30 days of completing the 60% Construction Contract Documents ENGINEER and CITY shall conduct one (1) plan in hand walk through. Plan in hand walk through shall be up to two (2) hours long and attended by up to three (3) representatives from ENGINEER. The purpose of the walk through is to verify and analyze the accessibility of the proposed work and to identify special conditions to be included in the contract documents. ENGINEER shall document special conditions, take photographs, and propose solutions and specifications for the CITY to review. Submit two (2) hard copies and a PDF of the special conditions, photographs, and proposed solutions and specifications for CITY review.

Task 406 Develop 90% Construction Contract Plans and Specifications

ENGINEER shall prepare and submit 90% contract documents for review by CITY. The 90% documents shall include the final plans, rehabilitation maps, and schedules for manhole, mainline, and private lateral connection rehabilitation. Incorporate review comments from CITY's review of the 60% design documents. ENGINEER shall be responsible for updating the Project Manual (specifications) as provided by the CITY, including the standard "front end" documents Divisions 1 through 14.

Task 407 Develop 90% Opinion of Probable Construction Cost

Prepare an updated OPC based on the 90% Design Plans developed and comments received from the CITY of its review of the 60% OPC submitted.

Task 408 Submit 90% Construction Contract Documents

Submit the following for CITY review:

1. Electronic PDF copies of 90% plans.

2. Electronic PDF copies of specifications
3. Electronic PDF copies of 90% OPC

The CITY will distribute plans to the appropriate CITY departments and staff for review. Conduct a two (2) hour in-person review meeting with the CITY to discuss comments or final changes to the 90% design documents. Up to two (2) representatives from the ENGINEER will attend the review meeting. Incorporate review comments into the final Construction Contract Documents as necessary.

Task 409 Final Construction Contract Documents

Address review comments received from the CITY related to the 90% design completion submittal and prepare final design documents including rehabilitation drawings, maps, schedules, and specifications.

Prior to submittal of the signed and sealed Construction Contract Documents, the ENGINEER shall submit one (1) hard copy of the corrected final documents for review and acceptance by the CITY.

Task 410 Final Opinion of Probable Construction Cost

Update the 90% OPC based on the Final Bidding and Construction Contract Documents and comments received from the CITY on the 90% design submittal.

Task 411 Submit Final Deliverables

Submit the following final deliverables:

1. Drawings, Maps, and Schedules: 1 copy; "D" size and sealed by a registered professional engineer licensed in the State of Missouri.
2. Electronic Contract Drawings: 1 copy
3. Electronic Contract Specifications in PDF and WORD.
4. Final OPC.

TASK SERIES 500 - STORM SEWER DESIGN

Task 501 Conduct Site Visit

ENGINEER will conduct one (1) site visit to evaluate the condition of the adjacent RCB structures to determine if additional replacement or rehabilitation will be necessary. Site visit will be conducted by up to three (3) members of the ENGINEER'S staff team and CITY will be notified ahead of time so that they may attend as well. Construction conflicts will also be determined at that time.

Task 502 Provide Condition Evaluation of Existing Storm Box

ENGINEER to conduct a condition evaluation of the existing storm culver boxes on the East and West ends of the open ditch to determine their condition. This will allow ENGINEER and CITY to decide if the boxes can be used as-is, need to be rehabilitated during construction, or need to be replaced during construction.

Task 503 Prepare 60% Design Documents

ENGINEER to prepare 60% design documents for the storm culvert. This will include consultation with the CITY on culvert design capacity, design of the culvert and inlets, creation of plan sheets, details, and notes of the storm sewer, and evaluation of the existing outlet protection and redesign if needed. ENGINEER will coordinate the storm improvements with the sanitary relocation and park improvements to avoid conflicts and assist with the removal and abandonment of the existing sanitary sewer crossing Round Grove Creek, including in-stream protection.

Task 504 Hydraulic Modeling

ENGINEER to perform hydraulic modeling of the stream as it flows through the existing culverts and open ditch in the project area. This modeling will help determine proper sizing of the new culvert and will provide information on whether or not the existing creek needs any additional bank work.

Task 505 Prepare 90% and Final Design Documents

ENGINEER will prepare 90% and Final Design Documents using comments received from the CITY during the 60% and 90% submittals.

ENGINEER will submit the following final deliverables:

1. Drawings, Maps, and Schedules: 1 copy; "D" size and sealed by a registered professional engineer licensed in the State of Missouri.
2. Electronic Contract Drawings: 1 copy
3. Electronic Contract Specifications in PDF and WORD.
4. Final OPC.

Task 506 Prepare Design Documents for Abandonment of Creek Crossing

ENGINEER will develop design documents for the abandonment of the creek crossing in Round Grove Creek which may include flowable fill of the upstream and downstream portions of the sanitary sewer line, complete removal of the portion exposed in the creek, or other alternatives as discussed with the CITY. One (1) construction site visit is anticipated to ensure the in-stream improvements are being built to meet the design intent.

TASK SERIES 600 - BID PHASE SERVICES

Task 601 Pre-Bid Conference

Prepare and present a pre-bid meeting in-person and be present to answer questions from contractors. Up to two (2) representatives from the ENGINEER will attend the pre-bid conference. Project advertisement will have a duration of approximately 30 days.

1. In coordination with CITY Project Manager, prepare for and present a pre-bid meeting at a date, time and place provided by the CITY. ENGINEER to prepare agenda and facilitate the meeting with assistance from CITY.

Task 602 Respond to and Document Questions

Respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award.

Task 603 Submit Engineer's Opinion of Probable Construction Cost

Update the final OPC submitted under 0 to reflect items impacted by addenda changes or changes in market conditions, as required. The OPC shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

Task 604 Review Bids and Recommend Award

1. Assist the CITY with interpretation of the Contract Documents and develop addenda (up to two (2)) as required during the bid advertisement period to clarify Contract Documents. CITY will post the addenda.

2. Provide the bid form in MS Excel format to the CITY so the CITY can perform bid tabulation as specified in Section V.C.1 below.

3. Consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation shall include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one (1) copy of each bid as well as a bid tab to ENGINEER for evaluation.

4. Make written recommendation regarding the award of construction contract.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above shall be classified as Optional Services. ENGINEER's contract maximum upper limit for compensation includes an allowance amount for Optional Services not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall not be utilized unless specifically authorized in writing by the CITY to perform

Optional Services. Optional Services shall not be performed, nor is the ENGINEER approved to utilize any of the allowance amount, unless the CITY provides written authorization to ENGINEER that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services shall include, but not limited to:

A. Performance of any smoke testing.

B. Performance of any dyed water testing.

C. Survey for identifying easement limits and assisting CITY with appraisal and/or acquisition of easements.

D. Conducting topographic survey or horizontal control survey to establish the base for layout of property and lot lines for properties anticipated to require new easements or additional open-cut replacement of sewers, if required.

E. Additional assistance with easement acquisition, including but not limited to obtaining Ownership Certifications (Ownership and Encumbrance reports) and preparing legal descriptions of easements and easement exhibits, above and beyond what is already in this scope.

F. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.

G. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.

H. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and established allowances.

I. Assistance with bid protests and re-bidding.

J. Changes in the general scope, extent, design, or character of the project, including, but not limited to:

   1. Changes in size or complexity;

   2. CITY's project schedule, design, or character of construction;

   3. Method of financing or availability of funding;

   4. A change to the method of construction procurement, which is assumed to be a conventional procurement approach (i.e. design-bid-build) herein; and

   5. A change to the number of bid packages, which is assumed herein to be one package.

V. CITY'S RESPONSIBILITIES

CITY will furnish, as required by Basic Services and not at the expense of the ENGINEER, the following items:

A. Provide available information pertinent to the assignment, including GIS data, previous reports, drawings, specifications, and any other data relative thereto. Provide said information within 30 calendar days of receipt of a written request by ENGINEER.

B. CITY's Project Manager will coordinate meetings between CITY staff and the ENGINEER.

C. Bidding Services. CITY will provide the following bidding phase services:

1. The CITY will reproduce and submit Construction Contract Documents and construction permit application to Missouri Department of Natural Resources (MDNR) for approval, if needed.

(End of Scope of Services)

SCHEDULE

SSM-2024-## - Creek Crossing Relocation and Stormwater Culvert Design

Task No.	Work Task	September-23				October-23				November-23				December-23				January-24				February-24				March-24			
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION																													
1.1	Project Management (6 months)																												
1.2	Monthly Invoicing and Project Status Reports																												
1.3	Quality Control																												
1.4	Project Kickoff Meeting																												
1.5	Monthly Progress Meetings																												
TASK 2 - PUBLIC, UTILITY, AND CONTRACTOR COORDINATION, PERMITTING, AND ROW																													
2.1	Public Coordination Meeting																												
2.2	Communication with Citizens																												
2.3	Utility Relocation Coordination																												
2.4	60% Utility Coordination Meeting																												
2.5	90% Utility Coordination Meeting (if needed)																												
2.6	USACE Memo Compliance																												
2.7	Floodplain Development/No Rise Permit																												
2.8	Easement Determination																												
TASK 3 - FIELD DATA COLLECTION AND ANALYSIS																													
3.1	Topographic Survey																												
3.2	Review existing inspection data																												
3.3	Preliminary Opinion of Probable Construction Costs																												
3.4	Develop Project Phasing and Scheduling																												
TASK 4 - SANITARY SEWER RELOCATION DESIGN																													
4.1	Develop 60% Construction Contract OPC																												
4.2	Develop 60% Construction Contract Plans																												
4.3	Develop 60% Construction Contract Specifications																												
4.4	Submit 60% Construction Contract Documents																												
4.5	Plan in Hand Walkthrough																												
4.6	Develop 90% Construction Contract Plans and Specifications																												
4.7	Develop 90% Opinion of Probable Construction Cost																												
4.8	Submit 90% Construction Contract Documents																												
4.9	Final Construction Contract Documents																												
4.10	Final Opinion of Probable Construction Cost																												
4.11	Submit Final Deliverables																												
TASK 5 - STORM SEWER DESIGN																													
5.1	Conduct site visit																												
5.2	Provide Condition Evaluation of Existing Storm Box																												
5.3	Prepare 60% Design Documents																												
5.4	Hydraulic Modeling																												
5.5	Prepare 90% and Final Design Documents																												
5.6	Prepare Design Documents for Abandonment of Creek Crossing																												
BID PHASE SERVICES																													
6.1	Pre-Bid Conference																												
6.2	Respond to and Document Questions																												
6.3	Submit Engineer's Opinion of Probable Construction Cost																												
6.4	Review Bids and Recommend Award																												

Planned schedule

Planned major deliverable submittal date

ASSUMPTIONS:

1. NTP received by September 1, 2023.

PKL-646
PKL-106
PKL-647
PKL-648
5304
9400
9600
9600
PKL-104
PKL-361
9226
9224
PKL-126
9227
PKL-125
55RD PL
PKL-649
PKL-105
PKL-111
PKL-112
2
9225
PKL-113
PKL-170
PKL-123
PKL-171
PKL-362
PKL-114
PKL-115
PKL-116
5404
RAYTOWN RD
PKL-172
PKL-122
5400
9300
9304
9308
9310
5408
5403
PKL-121
PKL-117
PKL-184
5401
PKL-120
5402
54TH ST

5330
53RD S
Tools
5304
9400
96009600
53RD PL
5315
RAYTOWN RD
5404
5400
9300
9304
9308
5408

EXHIBIT "C"
FEE SCHEDULE

	FIRMS	TASK TOTAL $	TASK TOTAL HRS	GBA TASK TOTAL $	GBA TASK TOTAL HRS	KURT Principal $285	ANDY Specialist $165	DARIA/ MATT Senior Engineer $190	ERIC/ ASHLEY Design Engineer $145	JULIE Staff Engineer $130	ALEX/ CHARLES Senior Technician $160	LAUREL Admin. Assistant $100	Direct Expense	GBA Direct Expenses (Total)	Mileage ($/mi) $1	Postage ($/ea) $100	Survey ($/ea) $8,000
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION																	
1.1	Project Management (6 months)	$6,015	33	$6,015	33	3	0	24	0	0	0	6	$0	$0	0	0	0
1.2	Monthly Invoicing and Project Status Reports	$2,340	18	$2,340	18	0	0	6	0	0	0	12	$0	$0	0	0	0
1.3	Quality Control	$4,590	24	$4,590	24	6	0	12	0	0	0	6	$0	$0	0	0	0
1.4	Project Kickoff Meeting	$3,670	17	$3,670	17	0	0	15	0	0	2	0	$500	$500	500	0	0
1.5	Monthly Progress Meetings	$4,150	25	$4,150	25	0	0	10	10	0	5	0	$0	$0	0	0	0
	Task 1 Hours		117		117	9	0	67	10	0	7	24			500	0	0
	Task 1 Fee	$20,765		$20,765		$2,565	$0	$12,730	$1,450	$0	$1,120	$2,400	$500	$500	$500	$0	$0
TASK 2 - PUBLIC, UTILITY, AND CONTRACTOR COORDINATION, PERMITTING, AND ROW																	
2.1	Public Coordination Meeting	$5,385	30	$5,385	30	0	0	9	19	0	2	0	$600	$600	500	1	0
2.2	Communication with Citizens	$3,290	18	$3,290	18	0	0	4	14	0	0	0	$500	$500	500	0	0
2.3	Utility Relocation Coordination	$3,520	22	$3,520	22	0	0	2	4	0	16	0	$0	$0	0	0	0
2.4	60% Utility Coordination Meeting	$1,080	6	$1,080	6	0	0	4	0	0	2	0	$0	$0	0	0	0
2.5	90% Utility Coordination Meeting (if needed)	$1,080	6	$1,080	6	0	0	4	0	0	2	0	$0	$0	0	0	0
2.6	USACE Memo Compliance	$2,765	16	$2,765	16	0	11	5	0	0	0	0	$0	$0	0	0	0
2.7	Floodplain Development/No Rise Permit	$1,800	12	$1,800	12	0	0	4	0	8	0	0	$0	$0	0	0	0
2.8	Easement Determination	$4,020	24	$4,020	24	0	0	10	8	0	6	0	$0	$0	0	0	0
	Task 2 Hours		134		134	0	11	42	45	8	28	0			1000	1	0
	Task 2 Fee	$22,940		$22,940		$0	$1,815	$7,980	$6,525	$1,040	$4,480	$0	$1,100	$1,100	$1,000	$100	$0
TASK 3 - FIELD DATA COLLECTION AND ANALYSIS																	
3.1	Topographic Survey	$8,640	4	$8,640	4	0	0	0	0	0	4	0	$8,000	$8,000	0	0	1
3.2	Review existing inspection data	$610	4	$610	4	0	0	0	2	0	2	0	$0	$0	0	0	0
3.3	Preliminary Opinion of Probable Construction Costs	$1,340	8	$1,340	8	0	0	4	4	0	0	0	$0	$0	0	0	0
3.4	Develop Project Phasing and Scheduling	$1,140	6	$1,140	6	0	0	6	0	0	0	0	$0	$0	0	0	0
	Task 3 Hours		22		22	0	0	10	6	0	6	0			0	0	1
	Task 3 Fee	$11,730		$11,730		$0	$0	$1,900	$870	$0	$960	$0	$8,000	$8,000	$0	$0	$8,000
TASK 4 - SANITARY SEWER RELOCATION DESIGN																	
4.1	Develop 60% Construction Contract OPC	$3,230	19	$3,230	19	2	0	2	8	0	7	0	$0	$0	0	0	0
4.2	Develop 60% Construction Contract Plans	$13,840	86	$13,840	86	4	0	4	20	8	50	0	$0	$0	0	0	0
4.3	Develop 60% Construction Contract Specifications	$7,220	46	$7,220	46	2	0	2	30	0	12	0	$0	$0	0	0	0
4.4	Submit 60% Construction Contract Documents	$1,385	8	$1,385	8	0	0	5	3	0	0	0	$0	$0	0	0	0
4.5	Plan in Hand Walkthrough	$4,700	24	$4,700	24	0	0	16	8	0	0	0	$500	$500	500	0	0
4.6	Develop 90% Construction Contract Plans and Specifications	$5,620	32	$5,620	32	4	0	8	16	0	4	0	$0	$0	0	0	0
4.7	Develop 90% Opinion of Probable Construction Cost	$1,490	9	$1,490	9	1	0	1	7	0	0	0	$0	$0	0	0	0
4.8	Submit 90% Construction Contract Documents	$4,845	25	$4,845	25	0	0	16	9	0	0	0	$500	$500	500	0	0
4.9	Final Construction Contract Documents	$1,920	12	$1,920	12	0	0	4	8	0	0	0	$0	$0	0	0	0
4.10	Final Opinion of Probable Construction Cost	$580	4	$580	4	0	0	0	4	0	0	0	$0	$0	0	0	0
4.11	Submit Final Deliverables	$1,370	7	$1,370	7	0	0	5	0	0	2	0	$100	$100	0	1	0
	Task 4 Hours		272		272	13	0	63	113	8	75	0			1000	1	0
	Task 4 Fee	$46,200		$46,200		$3,705	$0	$11,970	$16,385	$1,040	$12,000	$0	$1,100	$1,100	$1,000	$100	$0
TASK 5 - STORM SEWER DESIGN																	
5.1	Conduct site visit	$3,020	18	$3,020	18	0	4	8	0	6	0	0	$60	$60	60	0	0
5.2	Provide Condition Evaluation of Existing Storm Box	$3,040	16	$3,040	16	0	0	16	0	0	0	0	$0	$0	0	0	0
5.3	Prepare 60% Design Documents	$7,110	45	$7,110	45	0	0	15	4	16	10	0	$0	$0	0	0	0
5.4	Hydraulic Modeling	$2,560	16	$2,560	16	0	0	8	0	8	0	0	$0	$0	0	0	0
5.5	Prepare 90% and Final Design Documents	$3,840	24	$3,840	24	0	0	8	0	8	8	0	$0	$0	0	0	0
5.6	Prepare Design Documents for Abandonment of Creek Crossing	$6,540	42	$6,540	42	0	0	10	0	16	16	0	$0	$0	0	0	0
	Task 5 Hours		161		161	0	4	65	4	54	34	0			60	0	0
	Task 5 Fee	$26,110		$26,110		$0	$660	$12,350	$580	$7,020	$5,440	$0	$60	$60	$60	$0	$0
TASK 6 - BID PHASE SERVICES																	
6.1	Pre-Bid Conference	$3,965	23	$3,965	23	0	0	14	9	0	0	0	$0	$0	0	0	0
6.2	Respond to and Document Questions	$3,240	18	$3,240	18	0	0	14	4	0	0	0	$0	$0	0	0	0
6.3	Submit Engineer's Opinion of Probably Construction Cost	$685	4	$685	4	0	0	2	1	0	1	0	$0	$0	0	0	0
6.4	Review Bids and Recommend Award	$2,100	12	$2,100	12	0	0	8	4	0	0	0	$0	$0	0	0	0
	Task 6 Hours		57		57	0	0	38	18	0	1	0			0	0	0
	Task 6 Fee	$9,990		$9,990		$0	$0	$7,220	$2,610	$0	$160	$0	$0	$0	$0	$0	$0
	TOTAL LABOR HOURS		763		763	22	15	285	196	70	151	24			2,560	2	1
	TOTAL FEE	$137,735		$137,735		$6,270	$2,475	$54,150	$28,420	$9,100	$24,160	$2,400	$10,760	$10,760	$2,560	$200	$8,000

SUMMARY BY FIRM	$	HRS	% TOTAL $	% TOTAL HRS
GBA	$137,735	763.0	100.0%	100.0%
TOTAL LABOR HOURS		763.0		100.0%
TOTAL FEE	$137,735		100.0%	

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the_____day of February 2020, by and between the City of Raytown, Missouri, its successors and assigns, hereinafter called the CITY, and George Butler Associates, Inc, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY is authorized and empowered to contract with the CONSULTANT for provisions of professional engineering services as hereinafter described; and

WHEREAS, the CONSULTANT, (a Kansas Corporation with offices at 9801 Renner Blvd Lenexa, KS 66219) is registered and in good standing in accordance with the laws of the State of Missouri and is qualified to provide the professional engineering, land surveying, and planning services desired by the CITY.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The CONSULTANT will serve as the CITY'S On-Call City Professional Engineer representative in those phases of the Project (as defined below) to which this Agreement applies and will give consultation and advice to the CITY during the performance of its services.
2. The CITY is authorized and empowered to contract with the CONSULTANT for the purpose of designing and furnishing other related Engineering Consultant Services in connection with the Project; the CITY and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional services by the CONSULTANT and the payment for those services by the CITY, as set forth below:

PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT

After the CITY issues a notice to proceed, the CONSULTANT shall proceed the services as set forth in the Request for Qualifications document which is attached hereto and incorporated herein at **EXHIBIT A** (hereinafter referred to as the "Project").

In the event additional services are required through changes in the scope of the Project, or unusual or unforeseen circumstances are encountered, or the CITY desires other design services for significant projects, the CONSULTANT shall, upon written authorization by the

CITY, perform the additional services as mutually agreed upon by both parties by Supplemental Agreement.

PART B — TERM OF THE AGREEMENT:

The term of this agreement shall be for four (4) years, with up to two (2) one (1) year extensions. Approximately 30 days prior to the end of each one (1) year period, a meeting will be held between CONSULTANT and the CITY of Raytown staff for the purposes of conducting a performance review, revising the scope and/or language of the agreement, and submitting CONSULTANT'S most current Hourly Rate Schedule

PART C — INSPECTIONS, CONFERENCES, AND APPROVALS:

Representatives of the CITY shall have the right to inspect and review the work being done by the CONSULTANT and consult with the CONSULTANT at any time. Conferences are to be held at the request of the CITY or CONSULTANT.

PART D — COMPENSATION:

The CITY agrees to pay the CONSULTANT as compensation for all the services stipulated in PARTS A and C herein as follows:

a. Billing will be based on the schedule of charges used for general consultation, which is attached hereto and made part hereof (**EXHIBIT B**).
b. CONSULTANT shall submit all invoices for design related services and for construction related services on forms provided by the CITY.
c. CONSULTANT shall invoice CITY monthly for all services rendered and expenses incurred during the previous month.
d. All invoices for services shall be accompanied by a documented breakdown of expenses incurred with location to which this Agreement applies. This documentation shall include project personnel by job classification, hourly rate, and number of hours.
e. <u>All invoices for services shall be submitted to the City by the second Monday of each month.</u>
f. Payment will be made monthly on the basis of statements submitted by the CONSULTANT subject to the CITY'S review thereof.
g. The term "direct non-salary costs" shall include the CONSULTANT'S payments to

others in connection with the PROJECT, transportation, and reproduction work.

h. Transportation, including use of survey vehicle or automobile in connection with the PROJECT will be charged in accordance with **EXHIBIT B** - Hourly Rate Schedule.

i. Blue line prints on white paper made at the CONSULTANT'S office will be included at the CONSULTANT'S cost in accordance with **EXHIBIT B** - Hourly Rate Schedule. Other reproduction work and materials required will be charged at actual cost.

PART E – OBLIGATIONS OF CITY:

CITY, at its own expense, will provide the following:

1. Make available to CONSULTANT on request with reasonable notice, at CITY'S offices, all existing records, maps, plans and other data possessed by the CITY when such are necessary, advisable or helpful to the CONSULTANT in the prosecution of its work under this AGREEMENT.
2. Designate in writing a person to act as the CITY'S representative with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with respect to the CONSULTANT'S services for the Project. In the absence of any such designation, or until such designation is made by CITY, its City Administrator shall serve as the designated representative.

PART F — TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by the CITY with 15 days written notice. Any such termination by the CONSULTANT shall require a 45-day notice to the City. In the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT. Copies of all completed or partially

completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them in accordance with the provisions in Part H, Section 4 of this Agreement. No such termination shall be deemed to release the CONSULTANT or any insurer from obligations under part H, Sections 2 and 3 of this Agreement for liability arising from or out of anything occurring or arising on or prior to such termination.

PART G — COMMISSIONS AND FEES:

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon resulting from the award or making of the Agreement. For breach or violation or this warranty, the CITY shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

PART H — GENERAL CONSIDERATIONS:

1. **Insurance**

   The CONSULTANT shall procure and maintain, at its sole cost and expense, insurance coverage as stated in the Request for Qualifications, which is attached hereto and incorporated herein as **EXHIBIT A**.

2. **Indemnity**

   Indemnification: **CONSULTANT shall indemnify, and hold harmless the CITY, its officers, , employees, elected officials, , each in their official and individual capacities, from and against , all damages, liabilities or costs, , including reasonable attorney's fees and defense costs arising from or in any way related to or connected with CONSULTANT's negligent acts, errors or omissions, of CONSULTANT's employees or subcontractors, to the extent such loss or injury occurs in connection with the services**

performed by CONSULTANT under this Agreement; provided, however, that CONSULTANT need not save harmless the CITY from all damages or liabilities including reasonable attorney's fees arising out or to the extent caused by the negligence of the CITY, its employees or agents.

3. Successor and Assigns

The CITY and the CONSULTANT each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement; provided that, neither the CITY nor the CONSULTANT will assign, sublet or transfer its interest in this Agreement without the written consent of the other. CONSULTANT shall not assign the right to any payments to be received hereunder, without the prior written consent of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

4. Ownership of Documents

The CITY acknowledges the CONSULTANT'S plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CITY upon completion of the work and payment in full of all monies due to the CONSULTANT or as provided in Part F, above and the final version of any document shall be submitted to the CITY electronically in format acceptable to the CITY. The CITY recognizes that new circumstances, not the least of which is the passage of time, may make reuse of such plans and specifications not advisable. The CITY agrees, to the fullest extent permitted by law and not waiving any sovereign immunity, to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the reuse or modification of the CONSULTANT's plans and specifications

by the CITY or any person or entity that acquires or obtains the plans and specifications from or through the CITY.

The only parties interested in this Agreement are named herein and this Agreement is made without collusion with any person, firm or corporation. No member of the Board of Aldermen, officer or agent of the CITY is directly or indirectly financially interested in the Agreement.

PART I – NON-DISCRIMINATION

CONSULTANT 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 CONSULTANT or applicant for employment.

PART J – MISCELLANEOUS

1. **Severability**

   Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2. **Notices**

   Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

3. **Controlling Law**

   This Agreement is to be governed by the law of the State of Missouri.

4. **Unauthorized Aliens**

   Pursuant to RSMO 285.530(1), by its sworn affidavit in substantially the form attached hereto as **EXHIBIT C** and incorporated herein, CONSULTANT 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, CONSULTANT affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The project manager for CONSULTANT will be Charles McAllister. and Leslie G. Barnt, PE, CFM will serve as the Principal-in-Charge.

6. CONSULTANT represents that the engineering services to be provided hereunder shall be performed by or under the direct supervision of an engineer duly licensed under the laws of the state of Missouri. Furthermore, CONSULTANT represents that all engineering documents and all services provided hereunder shall comply with all applicable laws, statues, building and zoning codes, ordinances, rules and regulations and industry standards.

7. CONSULTANT shall perform all services in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the Kansas City metropolitan area under similar conditions.

8. The intent of the CITY and CONSULTANT is that CONSULTANT shall perform its services under this agreement in all respects as an independent contractor. CONSUTLANT shall employ and direct all persons performing any work hereunder, and such persons shall be and remain the sole employees of and subject to the control and direction of CONSULTANT, and shall not be the employees or subject to the direction of CITY, it being the intention of the parties hereto that CONSULTANT shall be and remain an independent contractor, and nothing herein contained shall be construed as inconsistent with that status.

9. The scope of work to be done under this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. The CONSULTANT shall have no obligation to perform services in connection with a change in the scope of work unless the cost thereof shall be agreed to under this paragraph.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

GEORGE BUTLER ASSOCIATES, INC.

By:_____

Leslie G Barnt, PE, CFM

Title: Principal/Vice President

Address:

9801 Renner Blvd

Lenexa, KS 66219

CITY OF RAYTOWN, MISSOURI

By:_____

Damon Hodges

Title: _City Administrator_

Address:

10000 East 59th Street

Raytown, Missouri 64133

ATTEST:

_____

Teresa Henry, City Clerk

EXHIBIT A

REQUEST FOR QUALIFICATIONS

[SEE ATTACHED]

REQUEST FOR QUALIFICATIONS
FOR
ON-CALL CITY ENGINEERING SERVICES (TRAFFIC, ROADWAY, STORMWATER, SANITARY AND MISCELLANEOUS) CITY OF RAYTOWN, MISSOURI.

The City of Raytown, Missouri is soliciting Request for Qualifications (RFQ) from firms interested to be the On-Call Engineer for the period of January 2020 through January 2023. Currently, the City does not have a firm acting in this capacity. Firms should be licensed in Missouri and have extensive municipal engineering experience. Interested firms should submit five (5) hard copies and one (1) digital copy (PDF) on a USB drive responding to the General Scope of Services on page 2 and required contents listed on page 3.

RESPONSES MUST BE RECEIVED BY FRIDAY, DECEMBER 27, 2019 BY 4:00 P.M.

Submit to the attention of:
Teresa Henry
City Clerk
10000 East 59th Street
Raytown, Missouri
64133
816-737-6000

There will be an opportunity to email questions about the RFQ to Jose M. Leon Jr., Director of Public Works and Jason Hanson, P.E., City Engineer. The deadline to submit these questions via email is December 20 at 4:00pm. Responses to all questions will be sent to all interested firms who have submitted questions. Questions should be sent to josel@raytown.mo.us and jasonh@raytown.mo.us

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Tentative Schedule

December 2	Request for Qualifications Publication (Online)
December 6	Notice of Request for Qualifications (Legal Record Publication)
December 20	Deadline to Submit Questions via Email
December 23	Response to Questions Sent via Email
December 27	RFQ Response Submission Deadline at 4:00 P.M.
January 2020	Staff Review and Schedule of Interviews – If Necessary
January 2020	Interviews Conducted & Selection Committee Recommendation
February 2020	Board of Aldermen Awards Contract

Overview

The City of Raytown, Missouri is home to nearly 30,000 residents and is located just 10 miles southeast of downtown Kansas City. The City maintains approximately 331 lane miles of street and is responsible for the improvements and maintenance of the City's public stormwater system, sanitary system, and park/trail systems. The City is also responsible for traffic signal and streetlight maintenance, traffic signage/pavement marking maintenance, public green space preservation, park maintenance, and facility improvements.

The City intends to enter into an agreement with a single professional engineering firm to provide general traffic, roadway, stormwater, sanitary, and miscellaneous engineering services, on a task order basis. However, the City reserves the right to enter into agreements with multiple firms if the selection panel and/or the Board of Aldermen determine it appropriate to do so. Therefore, firms that do not provide or specialize in the full Scope of Services provided below are still encouraged to submit a response. The selected consultants will be authorized to provide their services to the City for a period of 48 months, with a City reserving the right to renew the agreement. The approved all-inclusive (direct-labor, overhead and fee) hourly billing rates will be negotiated and approved by the City annually.

General Scope of Services

The selected firm(s) will provide professional traffic, roadway, stormwater, sanitary, and/or miscellaneous engineering services associated with the planning, design, study, and evaluation of various projects throughout the City. A variety of services may be requested as tasks under the contract(s). These services may include, but are not limited to:

- **Serves as** the City's Primary On-Call Engineering firm.
- **Review all** matters pertaining to engineering to ensure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interests, and are in keeping with City goals, specifications and practices as well as with local, state and federal laws.
- **Assist in** planning, coordinating, supervising and evaluating programs, plans, services, equipment and infrastructure.
- **Evaluates the City's** needs and formulates short and long range plans to meet needs- in all areas of Public Works improvements, including streets, sewer, storm drainage, street lights, parks and facilities.
- **Provides engineering services and maintenance strategies** for wastewater plant system distribution, wastewater lagoons, effluent and biosolid management.
- **Provides engineering services** on projects and assists with project management for the construction of municipal public works projects.
- **Makes presentations** to the public, Board of Aldermen and committees.
- **Assist in maintaining all municipal engineering records** and maps required to ensure accurate information is available to the City and public.
- **Prepare reports, investigations, studies and evaluations** as, from time to time, may be required and directed by the City Administrator or his designee.
- **Perform other engineering related functions** as directed by the City Administrator or his designee
- **Advise the City as to engineering and construction** financing available from other government agencies, and when so directed, prepare and initiate applications for funding. Also serve as Resident Engineer when required pursuant to MoDot/Federal requirements.

- **Assist clerical staff in management of records** relating to engineering. Serve as liaison to the Director of Public Works for engineering related matters. Provide public information regarding municipal engineering matters.
- **Preparation of capital improvement projects**, improvement plans, specifications, bid documents and public improvement project management.
- **Conceptual and construction level design** of local roadways and major roadway projects eligible for Federal and State funding.
- **Conceptual and construction level design** of bicycle and pedestrian facilities both on and off surface streets.
- **Conceptual and construction level design** of local stormwater drainage improvements and secondary drainage system improvements and maintenance practices.
- **Traffic analysis, safety studies including crash analysis**, other traffic engineering studies, traffic calming projects, design and plan preparation for assorted traffic improvements.
- **Stormwater impact studies** related to site development.
- **Street maintenance planning and asset management** including 5-year street maintenance program. The ability to assist the City identifying street maintenance funding strategies and implementation to meet needs.
- **Stormwater maintenance planning and asset management** including 5-year stormwater maintenance program. The ability to assist the City in identifying stormwater maintenance funding strategies and implementation to meet needs.
- **Review and recommend modifications** to design standards, specifications, and construction contract documents.
- **Asset Management to assist the City** in prioritizing the maintenance of all public infrastructure with the ability to produce maps using GIS software.
- **Construction inspection/engineering services**. Successful firms listed on MoDOT's As-Needed Consultant List will be the City's preferred construction inspection consultant on MoDOT let contracts within the City.

Submittal Contents

The submittal should be no more than twenty (20) singled-sided pages, including a transmittal letter. Submittals shall include:

- A transmittal letter listing a single point of contact for the responding firm;
- The experience and availability of key personnel and sub-consultants, including at least one Professional Engineer and one Professional Traffic Operations Engineer;
- Materials that demonstrate the responding firm's ability to:
    - Serve as an On-Call Engineering firm with direct relatable experience as noted in scope of services to communities of similar size and demographics
    - Perform complex and technical engineering consulting in the field listed in the General Scope of Services;
    - Produce accurate plans and estimate;
    - Complete projects on time, including on short deadlines;
    - Respond to time-sensitive and emergency requests;
    - Keep project costs within budgets and design estimates;
    - Find cost-effective solutions and create cost savings;
- Specific evidence of past performance of the duties listed in the General Scope of Services, including a minimum of three (3) references, preferably from municipal agencies with which the firm has worked. Each reference must include an email address; references may be asked to complete a survey regarding their experience with the firm, and;
- A proposed schedule of all-inclusive (direct labor, overhead and fee) hourly billing rates for the first year of the Respondent's agreement with the City. A sample billing is also acceptable.
- A Certificate of Insurance reflecting compliance with the Insurance Requirements as shown in Attachment A.

Other

This Request for Qualifications (RFQ) is an invitation by the City for interested firms to submit qualifications, which may be subject to subsequent discussions. It is not a request for a competitive bid. A firm's submittal of qualifications does not create any right in or expectation to a contract with the City. The City reserves the right to reject any and all responses to the Request. Materials submitted in response to this Request shall become the property of the City and will not be returned. The City is not providing any compensation for submission of a response to this RFQ.

CITY OF RAYTOWN, MO
INSURANCE REQUIREMENTS FOR CONSULTING SERVICES - 2020

Consultant shall procure and maintain at its sole cost and expense, the following insurance coverage for the duration of the project and for a period of at least three (3) years (five years for professional liability insurance) following termination of this agreement, with minimum acceptable limits as follows:

(1) COMMERCIAL GENERAL LIABILITY
$2,500,000 Per Occurrence
$2,500,000 Aggregate

Coverage shall be written on ISO occurrence form CG 00 01, current edition, or equivalent. Endorsements or policy provisions that limit contractual liability are not acceptable. It shall contain a "per project" aggregate endorsement. In addition, the policy shall be written or endorsed to include: (1) Severability of Interests Coverage applying to Additional Insureds; and (2) Contractual Liability. It shall also name City, it's officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 20 10, current edition, or its equivalent, copies of which are required to be attached to the certificate of insurance.

(2) AUTOMOBILE LIABILITY
$25000,000 Per Occurrence

Coverage shall apply to all owned, hired, and/or non-owned automobiles used in the completion of the work set forth in the contract. Coverage provided shall be written on an "occurrence" basis. The insurance shall 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 Consultant's services for and on behalf of the City. It shall also name City, it's officers, officials, employees, and agents as additional insureds

(3) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY
$100,000 Each Accident
$500,000 Policy Limit - Disease
$100,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage.

(4) UMBRELLA / EXCESS LIABILITY
$1,000,000 Each Occurrence
$1,000,000 Aggregate

A combined single limit of excess liability to apply over and above all coverages noted above, with terms and conditions consistent with those of the underlying coverage, not any more restrictive.

(5) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS
$2,500,000 Per Claim
$2,500,000 Aggregate

This coverage shall apply to actual or alleged negligent wrongful acts, errors or omissions resulting in claim(s) for damages related to the work involving the operations of Consultant, and/or its sub-Consultant(s) if any are utilized in the completion of the work. If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work set forth in the Agreement. This insurance must be maintained and evidence of insurance must be provided for at least Five (5) years after termination of this Agreement. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting period" (tail) coverage for a minimum period representing at least Five (5) years after termination of this agreement.

(6) WAIVER OF SUBROGATION

Consultant, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, it's officers, officials, employees, and agents for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

(7) CERTIFICATE OF INSURANCE

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Missouri. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self- insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self-insured losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of the contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

EXHIBIT B

SCHEDULE OF FEES

[SEE ATTACHED]

Hourly Billing Rates

Classification	Hourly
Principal	$276
Senior Associate	$232
Director of AES	$232
Associate	$200
Senior Lead AES	$200
Senior Specialist	$184
Project Leader	$175
Lead AES	$175
Specialist	$150
Senior AES	$164
Senior Technician	$140
Project AES	$140
Project Technician	$108
Design AES	$126
Design Technician	$92
Staff AES	$114
Staff Technician	$78

Classification	Hourly
Senior Construction Inspector	$135
Construction Inspector 4	$115
Construction Inspector 3	$105
Construction Inspector 2	$98
Construction Inspector 1	$88
Senior Field Technician	$118
Field Technician 3	$98
Field Technician 2	$88
Field Technician 1	$78
Senior Professional Land Surveyor	$148
Professional Land Surveyor	$135
Survey Technician 3	$105
Survey Technician 2	$78
Survey Technician 1	$60
2-Man Survey Party	$183
Training Coordinator	$98
Senior Administrative Assistant	$98
Administrative Assistant	$85
General Office 2	$85
General Office 1	$65

Equipment

CAD and total station survey equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.

Real Time Kinematic GPS Equipment	$60/hr
Nuclear Density Testing	$50/day
Traffic Counters	$25/day

Expenses

Reimbursable expenses (travel, vehicle mileage, printing, meals, etc.) incurred will be charged at cost + 10% to cover administrative overhead.

Company Pick-Up Truck	$0.58/mile
Personal and Company Cars	$0.58/mile

EXHIBIT C

CITY OF RAYTOWN, MISSOURI

WORK AUTHORIZATION AFFIDAVIT

PURSUANT TO 285.530, RSMo

(FOR ALL CONTRACTS IN EXCESS OF $5,000.00)

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

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

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

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

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

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

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees

working in connection with the services contracted between Contractor and the City of Raytown, Missouri regarding on-call engineering services.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Further, Affiant saith not.

_____

AFFIANT SIGNATURE

_____

AFFIANT PRINTED NAME

Subscribed and sworn to before me this _____ day of _____, 2020.

_____

My Commission Expires: Notary Public

_____

_____

(Printed Name)

PLEASE NOTE:

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

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

E

x

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/28/2020

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 1-866-574-6282 Holmes Murphy & Associates, LLC 1828 Walnut Sreet Suite 700 Kansas City, MO 64108	CONTACT NAME: Monica Wilks PHONE (A/C, No, Ext): 816 857-7820 FAX (A/C, No): 866 501-3940 E-MAIL ADDRESS: mwilks@holmesmurphy.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : XL SPECIALTY INS CO — 37885
INSURED George Butler Associates, Inc. 9801 Renner Blvd. Lenexa, KS 66219	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 58410244 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9947841	09/15/19	09/15/20	Each Claim	5,000,000
							Annl Aggr	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: On-Call Engineering Services

CERTIFICATE HOLDER

City of Raytown

Teresa Henry, City Clerk
10000 E. 59th Street

Raytown, MO 64133

USA

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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EXHIBIT A
GEORGE BUTLER ASSOCIATES, INC
ENGINEERS/ ARCHITECTS / SURVEY
STANDARD HOURLY RATES – EFFECTIVE JUNE 24, 2023

Employment Classification	Hourly Rate
Senior Vice President	$285.00
Vice President	285.00
Principal	285.00
Senior Associate	260.00
Director of AES	260.00
Associate	238.00
Senior Lead AES	238.00
Senior Specialist	238.00
Project Leader	210.00
Lead AES	210.00
Specialist	165.00
Senior AES	190.00
Senior Technician	160.00
Project AES	165.00
Project Technician	130.00
Design AES	145.00
Design Technician	120.00
Staff AES	130.00
Staff Technician	105.00
Senior Construction Inspector	160.00
Construction Inspector 5	140.00
Construction Inspector 4	130.00
Construction Inspector 3	120.00
Construction Inspector 2	110.00
Construction Inspector 1	100.00
Senior Field Technician	145.00
Field Technician 4	130.00
Field Technician 3	115.00
Field Technician 2	100.00
Field Technician 1	90.00
Senior Survey Specialist	275.00
Senior Professional Land Surveyor	160.00
Professional Land Surveyor	150.00
Land Survey Ops Specialist	165.00
Senior Survey Technician	145.00
Land Survey Field Specialist	140.00
Client Management Coordinator	150.00
Project Administrator	110.00
Senior Administrative Assistant	110.00
Administrative Assistant	100.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Real Time Kinematic Global Positioning System Equipment (RTK)	60.00 per hour
Nuclear Density/Soil Testing Equipment	50.00 per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, meals, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown (effective January 1, 2023):

Company Pick-up Truck	0.655 per mile
Personal and Company Cars	0.655 per mile

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 08/23/2023

MEETING DATE: September 5, 2023

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution Purchase

SUBJECT/REQUEST

Approve the purchase of a 2021 Ford Explorer for Public Works in an amount not to exceed $34,436.00

BACKGROUND/JUSTIFICATION

Analysis: Historically, the city has utilized a government cooperative purchasing agreement to procure vehicles from a governmental division of local dealerships. Due to recent challenges with supply and demand in the vehicle market, the purchasing periods have been shortened and have already concluded for this fiscal year. The Public Works Department urgently requires an additional vehicle to adequately serve their full staff. Given the prevailing circumstances, it is necessary for staff to purchase retail from a dealership.

This expenditure was budgeted in the 2022-23 budget and approved by the STOC on November 9, 2022, with a budget of $35,000. This allocation covers the vehicle itself, as well as enhancements such as lights and the city logo decal, of which, the items are already available in our inventory incurring no extra expense.

Our Fleet Supervisor has reached out to six local dealerships where we received a comprehensive quote from two dealerships. The other quotes were sourced from the respective dealerships' websites. Below is a summary of the three quotes received for vehicles with the same make, similar year, and mileage:

Vendor	Vehicle	Cost
Bob Sight Ford	2021 Ford Explorer	$34,550
Greenway Ford	2020 Ford Explorer	$34,500*
McCarthy Auto Group	2020 Ford Explorer	$34,436

*Does not include administrative and other fees

Due to the rapidly changing nature of the vehicle market, dealerships typically do not reserve vehicles for extended periods, making it uncertain whether these specific vehicles will remain available by the time this proposal is considered.

As outlined in Section 6.1 of the City's purchasing policy, emergency purchases are permissible when departmental operations would be hampered. The absence of an additional vehicle for staff needs, including field and site visits, inter-departmental travel, meetings, and training sessions, is straining our workforce. After discussion with the City Administrator, Public Works Director and Finance Director, and based on the aforementioned factors, it was decided that the purchase of a 2021 Ford Explorer from a local responsive retailer, was the best option for the City and the Public Works Department and the vehicle was purchased from McCarthy Auto Group.

Conclusion: Given the urgency of the situation, the fluctuating vehicle market conditions, and the Public Works Department's essential role in the city's operations, the purchase of an additional vehicle is imperative and was made under 6.1 of the City's purchasing policy.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

Contractor:	McCarthy Auto Group
Amount of Request/Contract:	$34,436
Amount Budgeted:	$35,000
Funding Source/Account #:	205-62-00-100-57000

REVIEWED BY

Michael Graham
Damon Hodges
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso 2021 Ford Explorer-Emergency Pruchase-McCarthy PW
2. PW Vehicle purchase memo, signed check req & tracking

SUPPORTING DOCUMENTS (FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:		N/A
Certificate of Insurance:		N/A
E-Verify Affidavits:		N/A
E-Verify proof of enrollment:		N/A

Bond:		N/A
IRS Form W-9:		N/A
Bid/RFP/RFQ: (submit all)		N/A
Bid/RFP/RFQ Tabulation:		N/A
Bid Waiver: Sole source or less than three bids		N/A
Contractor address and email:		Included
Project Exemption Certificate needed:		N/A
Other:		Memo and supplemental documents to City Administrator

RESOLUTION NO.: R-3539-23

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF ONE (1) 2021 FORD EXPLORER FROM MCCARTHY AUTO GROUP AND RATIFYING THE EXPENDITURE OF FUNDS FOR SUCH PURCHASE IN THE AMOUNT OF $34,436.00

WHEREAS, the Raytown Public Works Department has a need for the acquisition of a Ford Explorer; and

WHEREAS, the City of Raytown, in the adoption of its purchasing policy has approved emergency purchases when departmental operations would be hampered; and

WHEREAS, this expenditure was budgeted in the 2022-23 budget and approved by the Special Sales Tax Oversight Committee on November 9, 2022; and

WHEREAS, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of one (1) 2021 Ford Explorer from McCarthy Auto Group and to ratify the expenditure of funds for such purchase in the amount of $34,436.00;

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

THAT the purchase of one (1) 2021 Ford Explorer from McCarthy Auto Group and the ratification of the expenditure of funds for such purchase in the amount of $34,436.00 is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary to this transaction 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 5th day September, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Public Works Department

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

To: Damon Hodges, City Administrator
Cc: Robinson Camp, Public Works Director and Michael Graham, Finance Director
From: Stephanie Boyce, Deputy Director of Public Works

Re: Emergency vehicle purchase for Public Works

In the past, the city has utilized a government cooperative purchasing agreement to procure vehicles through a local dealerships' governmental division. Due to recent challenges in the vehicle supply and demand landscape, the allotted purchasing periods have been shortened and have already concluded for this year. The immediate requirement arises from the public works department, as they require a vehicle capable of accommodating their entire staff. Given the circumstances, an emergency acquisition from a retail dealership is necessary.

As outlined in Section 6.1 of our guidelines, emergency purchases are permissible when departmental operations would be hampered. The absence of an additional vehicle for staff needs, including field visits, inter-departmental travel, meetings, and training sessions, is straining our workforce. This expenditure was budgeted in the 2022-23 budget and approved by the STOC on November 9, 2022, with a budget of $35,000. This allocation covers the vehicle itself, as well as enhancements such as lights and the city logo decal, items already available in our inventory incurring no extra expense.

Outlined below are summarized quotations from three local dealerships:

Vendor	Vehicle	Cost
Bob Sight Ford	2021 Ford Explorer	$34,550
Greenway Ford	2021 Ford Explorer	$34,500*
McCarthy Jeep Ram	2021 Ford Explorer	$34,436

*Does not include administrative and other fees

Given the swift pace at which vehicles are being acquired, dealerships are generally unable to reserve them. In our pursuit, our Fleet Manager has contacted six dealerships; however, only Bob Sight Ford and McCarthy Jeep Ram have responded, and McCarthy Jeep Ram has agreed to reserve the required vehicle for two days while we get finances in order.

I strongly recommend the approval of the purchase of the 2021 Ford Explorer and the issuance of a check to McCarthy Auto Group in the sum of $34,436. I have personally verified with the staff that this vehicle aligns with the department's needs. Kindly address any inquiries or concerns you might have regarding this recommendation. Your prompt attention to this matter is greatly appreciated.

Sincerely,

Stephanie Boyce

Stephanie Boyce

Bob Sight Ford – 2021 Ford Explorer – 23,350

BOB SIGHT FORD, INC.
610 N.W. Blue Parkway
Lee's Summit, MO 64063
816-524-6550
www.bobsightford.com

RETAIL BUYERS ORDER
Stock No. R3079
Date
Salesman George Indelicato
E-Mail jeffm@raytown.mo.us

Purchaser CITY OF RAYTOWN St. Address 10000 E 59th St
City Raytown State MO County Jackson Zip 64133 Telephone (816) 585-9726
I hereby agree to purchase from you under the terms and conditions specified, the following: ☐New ☐Used Year 2021
Make Ford Body Sport Utility Model Explorer Color Black Upholstery
VIN 1FMSK8DH5MGB14487 Ign. Key No. R. D. Key No. Mileage

PURCHASER'S CERTIFICATION

1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof, that the order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND

2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at time of delivery; AND

TRANSIT DAMAGE

3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage.

KNOWN DEFECTS

4. All equipment (including tires) as appraised on my trade in will remain, and the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are _____ AND

IF NONE, SO STATE

5. THIS IS A CASH SALE

6. NOTICE: IF YOU ARE BUYING A USED VEHICLE, SEE THE REVERSE SIDE UNDER "PROVISIONS APPLICABLE ON SALE OF A USED VEHICLE" BECAUSE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND CERTAIN STATEMENTS ARE MADE CONCERNING THE ODOMETER READING

7. I certify that I am 18 years of age, or older; and that I have read the printed matter on the front and back hereof, and agree to it as a part of this order the same as if it were printed above my signature. I/we authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us.

"THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES."

X _____

X _____

DR. LIC. NO. STATE

8 ARBITRATION

MANDATORY ARBITRATION OF DISPUTES, ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS:

a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy or dispute that qualifies to small claims court rather than arbitration.

b. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by and under the then-applicable rules of, the American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

d. No claim, controversy or dispute may be joined in an arbitration with a claim, controversy or dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement, and the Customer and the Company both waive any claims for an award of damages that is excluded under this Agreement.

X _____ Date: _____

X _____ Date: _____

SALE PRICE	34,000.00
GAP	
SERVICE CONTRACTS	
TOTAL TAXES	
LEIN FEE	
TOTAL CASH DELIVERED PRICE	$0.00
ADMINISTRATIVE FEE	550.00
NET SELLING PRICE	$0.00
LESS TRADE-IN ALLOWANCE	
NET TRADE DIFFERENCE	$0.00
BALANCE OWED ON TRADE-IN*	$0.00
TOTAL	$0.00
TOTAL CASH DUE ON SALE	
BALANCE DUE	$34,550.00
*BALANCE OWED TO	
ADDRESS	
CASH DEPOSIT WITH ORDER (REC'T NO.)	
CASH TO BE PAID AT TIME OF DELIVERY	
DESCRIPTION OF TRADE-IN: MILEAGE	
VIN LIC. NO.	
YEAR MAKE MODEL COLOR BODY	
ACCEPTED DEALER	
BY	
E-MAIL	

*AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO THE DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.

UNLESS THE MANUFACTURER OR THE DEALER HAS ISSUED SPECIFIC WARRANTY ON THIS VEHICLE SEE THE DISCLAIMER OF WARRANTY ON THE BACK OF THIS CONTRACT. (SEE SECTIONS 3.6.7 ON REVERSE).

IMPORTANT NOTICE TO BUYERS

PARAGRAPHS 8 AND 7 ON THE REVERSE SIDE OF THIS ORDER RELATE TO WARRANTY INFORMATION ON USED CARS. (THE BUYER/S **MUST READ AND SIGN** THE APPLICABLE PARAGRAPH.)

DATA SOURCE, INC. 800-829-9369 BO-264704 Rev. 8/09

Greenway Ford – 2021 Ford Explorer – 31,781 Miles
**Does not include additional fees*

Pre-Owned 2020 Ford Explorer Limited RWD Sport Utility

VIN: 1FMSK7FH3LGB04014
Stock: LGB04014

Exterior: Silver
Interior: Ebony
Engine: Intercooled Turbo Premium Unleaded I-4 2.3 L/140
Mileage: 31,781

Drivetrain: RWD
Transmission: 10-Speed Automatic w/OD
Fuel Efficiency: 21 CITY / 28 HWY

Greenway Auto Group

Vehicle Details:

- Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Body-Colored Front Bumper w/Metal-Look Bumper Insert
- Chrome Bodyside Insert, Black Bodyside Cladding and Black Wheel Well Trim
- Compact Spare Tire Mounted Inside Under Cargo
- Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
- Headlights-Automatic Highbeams
- LED Brakelights
- Metal-Look Grille w/Chrome Surround
- Power Liftgate Rear Cargo Access
- Speed Sensitive Rain Detecting Variable Intermittent Wipers
- Tires: P255/55R20 AS BSW
- 2 LCD Monitors In The Front
- 3 12V DC Power Outlets
- 8-Way Driver Seat
- Air filtration
- Bluetooth Wireless Phone Connectivity
- Cargo Area Concealed Storage
- Carpet Floor Trim
- Cruise control w/steering wheel controls
- Delayed Accessory Power
- Distance Pacing w/Traffic Stop-Go
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
- Fixed 50-50 Bench Leather 3rd Row Seat Front, Power Fold Into Floor and 2 Fixed Head Restraints
- Black Power Heated Side Mirrors w/Power Folding and Turn Signal Indicator
- Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
- Chrome door handles
- Clearcoat Paint
- Deep Tinted Glass
- Front fog lamps
- Galvanized Steel/Aluminum Panels
- Laminated Glass
- Lip Spoiler
- Perimeter/Approach Lights
- Roof Rack Rails Only
- Steel Spare Wheel
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Wheels: 20 Premium Painted Aluminum
- 2 Seatback Storage Pockets
- 3 12V DC Power Outlets and 1 120V AC Power Outlet
- 8-Way Passenger Seat
- Analog Appearance
- Bucket Folding Captain Front Facing Heated Manual Reclining Fold Forward Seatback Leather Rear Seat w/Manual Fore/Aft
- Cargo Space Lights
- Compass
- Day-Night Auto-Dimming Rearview Mirror
- Digital Signal Processor
- Driver / Passenger And Rear Door Bins
- Driver Foot Rest
- Driver Information Center
- Fade-to-off interior lighting
- FOB Controls -inc: Cargo Access
- FordPass Connect -inc: 4G LTE Wi-Fi hotspot connects up to 10 devices w/wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford),

McCarthy Auto Group – 2021 Ford Explorer – 33,381 miles

MCCARTHY AUTO GROUP

BUYER	CO-BUYER	
CITY OF RAYTOWN 10014 E 65TH ST RAYTOWN, MO 64133-5243 **Cell #:** (816) 585-9726 **Email:**		**Deal #:** 1317 **Deal Type:** Retail **Deal Date:** 08/23/2023 **Print Time:** 01:55pm
	Salesperson: TIMMY BALDWIN	

VEHICLE

New	Used	Demo	Stock #:	Description:	VIN:	Mileage:
☐	☑	☐	J10004B	2021 FORD TRUCK EXPLORER	1FMSK8DH1MGB16446	32,381

TRADE

MSRP/Market Based Price:	$	33,871.00
Sale Price:	**$**	**33,871.00**
McCarthy Assurance & Accessories:	$	0.00
Trade Market Value:	$	0.00
Less Reconditioning:	$	0.00
Net Trade Value:	$	0.00
Trade Difference:	**$**	**33,871.00**
Admin Fee	$	565.00
State & Local Taxes:	$	0.00
Total License and Fees:	$	0.00
Total Cash Price:	**$**	**34,436.00**
Total Trade Payoff:	$	0.00
Delivered Price:	**$**	**34,436.00**
Cash Down Payment + Deposit:	$	0.00
Sub Total:	**$**	**34,436.00**

PAYMENTS

Option 1: (retail)

Cash

ONE-TIME CHECK REQUEST

PAYABLE TO: McCarthy Auto Group
1051 SE Oldham Parkway
Lee's Summit, MO 64081

Vendor #: 4543
Invoice #: 1317

ACCOUNT NUMBER	DESCRIPTION	AMOUNT
205-62-00-100-57000	2021 Ford Explorer	$ 34,436.00

TOTAL AMT. $ 34,436.00

REQUESTED BY: Stephanie Boyce

DATE: 8/23/2023

APPROVED: Damon L Dodge

DEPARTMENT: Public Works

*** *SUBMIT SUPPORTING DOCUMENTATION WITH REQUEST TO ACCOUNTS PAYABLE* ***

Explanation:

Purchase of public works vehicle from dealership since governmental purcahsing has closed.

Administration

Contract/Agreement Tracking

Department	Staff Contact
Public Works	Stephanie Boyce
Fund/Account Name	**Account Number**
Capital Sales Tax	205-62-00-100-57000
$ Amount	**Resolution/Ordinance Number**
$ 34,436.00	

Board/STOC Approval Required?	☐ Board ☒ STOC ☐ Neither
Approval Date 11/09/2022	Copy of Reso/Ord Attached? ☐ YES ☒ NO

(X) Spending Authority To Be Used (check the applicable approval level)

	Signature	Spending Authority
☐		Department Head < $5,000
☐		Finance Director $5,000 - $15,000
☒		City Administrator Non-budgeted < $30,000 City Administrator Budgeted <$50,000
☐	LEAVE BLANK	Board of Aldermen $50,00.01+

Summary of Attached Agreement/Contract, Notes

Emergency purchase of Public Works Administrative vehicle retail through McCarthy JAuto Group.

Reviewed by	Signature	Date
Department Head	[signature]	8/23/23
City Clerk		
City Attorney (if necessary)		
City Administrator	[signature]	8/23/23

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 08/25/2023

MEETING DATE: September 5, 2023

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

The Board of Aldermen directing the City Administrator and City staff to apply for non-matching 100% American Rescue Plan Act (ARPA) funding through Jackson County for various qualified City of Raytown projects as permitted through Jackson County's application process.

BACKGROUND/JUSTIFICATION

On August 21, 2023 Jackson County, Missouri released their American Rescue Plan Act (ARPA) Funding Application designed to support local jurisdictions and community-based nonprofit organizations that assist residents in need of support.

Jackson County ARPA Funding Applications will be accepted August 21st – September 15th.

Applications must be completed online and submitted by 3:00 pm September 15th.

RECOMMENDED MOTION

Staff recommends approval to apply for non-matching 100% ARPA funding through Jackson County, Missouri.

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 ARPA Grant Application 2023

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:		

RESOLUTION NO.: R-3540-23

A RESOLUTION AUTHORIZING AND APPROVING AN APPLICATION FOR AMERICAN RESCUE PLAN ACT FUNDING THROUGH JACKSON COUNTY, MISSOURI

WHEREAS, the City of Raytown (the "City") will apply for non-matching 100% American Resue Plan Act (ARPA) funding through Jackson County, Missouri for various qualified City of Raytown projects as permitted through the Jackson County application process; and

WHEREAS, the Board of Aldermen find it is in the best interests of the City to authorize and approve the application;

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

THAT the application for non-matching 100% American Rescue Plan Act (ARPA) funding through Jackson County, Missouri for various qualified City of Raytown projects as permitted through the Jackson County application process 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 5th day of September, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 08/31/2023

MEETING DATE: September 5, 2023

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Resolution

SUBJECT/REQUEST

Staff was directed to bring back a resolution for Board consideration encouraging the Jackson County Executive to maintain assessed valuations for real property in Jackson County at their 2022 levels for calendar year 2023 as brought forward by Alderman Greg Walters at the August 15, 2023 meeting.

BACKGROUND/JUSTIFICATION

RECOMMENDED MOTION

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 Tax Levy Jackson County Executive 2023 Walters

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:		

RESOLUTION NO.: R-3541-23

A RESOLUTION ENCOURAGING THE JACKSON COUNTY EXECUTIVE TO MAINTAIN ASSESSED VALUATIONS FOR REAL PROPERTY IN JACKSON COUNTY AT THEIR 2022 LEVELS FOR CALENDAR YEAR 2023

WHEREAS, every person owning or holding real property or tangible personal property on January 1st of any calendar year shall be liable for taxes, with exemptions for certain properties, such as those for charitable, educational and religious purposes; and

WHEREAS, assessment is the process of placing value on property for the purpose of property taxation; and

WHEREAS, all taxable real and personal property within the City is assessed annually by the county assessors; and

WHEREAS, reassessment is an update of all real property assessments in the County, conducted by the County Assessment Department to equalize values among taxpayers and to adjust values to current market conditions; and

WHEREAS, Missouri Law requires all real property to be reassessed every 2 years in odd numbered years, including 2023; and

WHEREAS, recent increases in real personal property tax assessments have been inconsistent and extraordinary for residents; and

WHEREAS, there has been a 30% average increase in Jackson County; and

WHEREAS, as of July 24, 2023, it was reported by KMBC news that 40,942 property tax assessment appeals had been filed; and

WHEREAS, property owners only had until July 31, 2023 to file an appeal; and

WHEREAS, per RSMo 67.110, each political subdivision located, at least partially, within a county with a charter form of government or within a city not within a county shall fix its ad valorem property tax rates as provided in this section not later than October 1st; and

WHEREAS, the appeals process may have a detrimental impact on the City's ability to meet the October 1st deadline mandated by the Missouri Constitution; and

WHEREAS, Article III, Section 6 of the Jackson County Charter states that "the County Executive, in addition to other powers and duties provided in this charter, shall have the power to correct errors in assessment and tax records".

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

THAT the City of Raytown Board of Aldermen encourages the Jackson County Executive to keep the 2022 real property tax assessments the same for 2023.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 5th day of September, 2023.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney