AMENDED – ADDITION OF POLICE OFFICER SWEARING IN AND REMOVAL OF DISCUSSION ITEM

TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JANUARY 15, 2019
REGULAR SESSION NO. 44
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
6:00 P.M.

OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Public Comments
Communication from the Mayor
Communication from the City Administrator
Committee Reports

STUDY SESSION

Parks/Storm Water Sales Tax Proposal
Dave Turner, Parks and Recreation Director

Proclamations/Presentations

★ Swearing in of Police Officers Robert Fox, Rees Nelson, Jeffrey Peterman and Samantha Stoner

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. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular January 8, 2019 Board of Aldermen meeting minutes.

REGULAR AGENDA

NEW BUSINESS

2. **R-3170-19: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH INFINITY BUILDING SERVICE, LLC FOR PARKS AND RECREATION MOWING IN AN AMOUNT NOT TO EXCEED $26,000.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Dave Turner, Parks and Recreation Director.

3. **R-3171-19: A RESOLUTION** AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH RED MUNICIPAL AND INDUSTRIAL EQUIPMENT CO. FOR THE PURCHASE OF PARTS AND REPAIRS RELATED TO THE MAINTENANCE AND OPERATION OF CITY-OWNED EQUIPMENT IN AN AMOUNT NOT TO EXCEED $16,040.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Damon Hodges, City Administrator.

ADJOURNMENT

WORK SESSION
Immediately Following the Regular Board of Aldermen Meeting

Sunshine Law
Jennifer Baird, City Attorney

ADJOURNMENT

DRAFT
MINUTES
TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
JANUARY 8, 2019
REGULAR SESSION NO. 43
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.

OPENING SESSION

Mayor Michael McDonough called the January 8, 2019 Board of Aldermen meeting to order at 7:08 p.m. and Karen Block of the Faiths of Raytown provided the invocation and led the pledge of allegiance.

Roll Call

Present: Alderman Bonnaye Mims, Alderman Derek Ward, Alderman Jim Aziere, Alderman Bill Van Buskirk, Alderman Frank Hunt, Alderman Jason Greene, Alderman Steve Meyers, Alderman Karen Black

Absent: Alderman Ryan Myers, Alderman Mark Moore

Public Comments

Tony Jacob, Raytown, MO spoke regarding items on the meeting agenda.

Communication from the Mayor

The Mayor spoke on the following:
- The recent holiday season
- Alderman Van Buskirk's return from surgery
- The memorial service for Ray Rinas

Communication from the City Administrator

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

Committee Reports

Alderman Greene spoke regarding the transition of EMS to the Fire District.

Alderman Van Buskirk thanked everyone for their well-wishes during his recovery from surgery and explained his plan to abstain during the consent agenda vote due to his absence at the last meeting.

Alderman Meyers spoke regarding the Marketing Committee's progress on creating a new tag-line for the City.

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. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular December 18, 2018 Board of Aldermen meeting minutes.

Alderman Mims, seconded by Alderman Aziere, made a motion to adopt. The motion was approved by a vote of 6-0-2-2.

Ayes: Aldermen Mims, Aziere, Black, Hunt, Greene, Meyers
Nays: None
Absent: Aldermen Myers, Moore
Abstain: Aldermen Ward, Van Buskirk

REGULAR AGENDA

NEW BUSINESS

2. **R-3166-19: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH WIEDENMANN, INC. FOR AN EMERGENCY REPAIR PROJECT TO THE SANITARY SEWER MAIN LOCATED AT 5825 CEDAR AVENUE IN AN AMOUNT NOT TO EXCEED $20,648.95. Point of Contact: Damon Hodges, City Administrator.

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

Damon Hodges, City Administrator, remained available for any discussion.

The resolution was discussed.

Alderman Greene, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 8-0-2.

Ayes: Aldermen Greene, Mims, Hunt, Ward, Van Buskirk, Black, Aziere, Meyers
Nays: None
Absent: Aldermen Moore, Myers

3. **R-3167-19: A RESOLUTION** AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO MAKE A GRANT APPLICATION TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES AIR POLLUTION CONTROL PROGRAM. Point of Contact: Damon Hodges, City Administrator.

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

Damon Hodges, City Administrator, remained available for any discussion.

The resolution was discussed.

Alderman Mims, seconded by Alderman Greene, made a motion to adopt. The motion was approved by a vote of 8-0-2.

Ayes: Aldermen Mims, Greene, Meyers, Black, Van Buskirk, Hunt, Aziere, Ward
Nays: None
Absent: Aldermen Moore, Myers

4. **R-3169-18: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF TWO 2020 FORD POLICE UTILITY INTERCEPTORS FROM SHAWNEE MISSION FORD, INC. OFF THE MID-AMERICA COUNCIL OF PUBLIC PROCUREMENT JOINT BID IN AN AMOUNT NOT TO EXCEED $66,384.00 FOR FISCAL YEAR 2018-2019. Point of Contact: Jim Lynch, Police Chief

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

Jim Lynch, Police Chief, and Captain Michelle Rogers remained available for any discussion.

The resolution was discussed.

Alderman Mims, seconded by Alderman Black, made a motion to adopt.

Alderman Meyers asked for clarification on a related comment presented during the Public Comments portion of the meeting. Tony Jacob approached the lectern and provided clarification on his comment explaining that the Defense Logistics Agency (DLA) 1033 program provides surplused vehicles for use by government agencies.

Discussion continued.

Alderman Mims' motion, seconded by Alderman Black, was approved by a vote of 8-0-2.

Ayes: Aldermen Mims, Black, Greene, Van Buskirk, Hunt, Meyers, Aziere, Ward
Nays: None
Absent: Aldermen Moore, Myers

DISCUSSION ITEM

5. Towing Ordinance Update, Major Randy Hudspeth

Jim Lynch, Police Chief, and Major Randy Hudspeth remained available for any discussion.

The item was discussed.

Alderman Mims, seconded by Alderman Van Buskirk, made a motion to direct staff to bring this item forward as an ordinance at a future meeting.

Discussion continued.

Alderman Mims' motion, seconded by Alderman Van Buskirk, was approved by a vote of 8-0-2.

Ayes: Aldermen Mims, Van Buskirk, Ward, Meyers, Greene, Aziere, Hunt, Black
Nays: None
Absent: Aldermen Myers, Moore

Alderman Mims, seconded by Alderman Black, made a motion to adjourn. The motion was approved by a vote of 8-0-2.

Ayes: Aldermen Mims, Black, Ward, Hunt, Van Buskirk, Meyers, Greene, Aziere
Nays: None
Absent: Aldermen Moore, Myers

ADJOURNMENT

The meeting adjourned at 8:06 p.m.

_____
Teresa M. Henry, MRCC
City Clerk

Memo

To: Mayor Michael McDonough; Alderman Frank Hunt; Alderman Karen Black; Alderman Jim Aziere; Alderman Jason Greene; Alderman Ryan Myers; Alderman Mark Moore; Alderman Bill Van Buskirk; Alderman Steve Meyers; Alderman Bonnaye Mims; and Alderman Derek Ward

From: Missy Wilson, Assistant City Administrator

cc: Damon Hodges, City Administrator
Teresa Henry, City Clerk

Date: January 11, 2019

Re: Park/Storm Water Sales Tax Renewal

The Finance Committee requested a Study Session be scheduled at the January 15th meeting for the purposes of considering the Parks and Recreation Board's recommendation of ballot language for the renewal and increase of the Parks/Storm Water Sales Tax. In your Board Packet, you will find a copy of the presentation Parks and Recreation Board representatives will make at the Study Session as well as the following:

1. The City of Raymore 1997 Ordinance approving ballot language for a Parks/Storm Water Sales Tax with specific percentages for each use;
2. The City of Raytown 2010 Ordinance approving ballot language for the renewal of the Parks/Storm Water Sales Tax;
3. RBA authorizing a split of the City of Raytown's 2010 Parks/Storm Water Sales Tax;
4. The City of Raytown 2016 Resolution approving a 75%/25% split of the Parks/Storm Water Sales Tax approved by the voters in 2010. The split would commence in FY'17. As you will see in the RBA and the resolution, the BofA stated the Parks & Rec. Department would receive each year a minimum of $200,000 from the sales tax; and
5. The City of Raytown 2003 Ordinance approving the ballot language for the creation of a Parks Sales Tax.

Should you have any questions about the enclose documents, please do not hesitate to contact me.

Raytown Parks & Recreation Department

Parks/Storm Water Sales Tax Proposal

Why does Parks need a sales tax increase?

- **Our duty is to ensure the future of Raytown's Park system.**

- In 2016, the BoA reduced Parks sales tax revenue by 25% to fund Storm Water control. This reduced Parks ability to provide services to the public.

- Current 1/8 cent Sale Tax Revenue with the TIF-EATS, and 25% split with Storm Water, reduces maintenance on Park properties and right of way beautification, which lead reduced maintenance of trees and planting in Raytown's right of ways.

- Declining sales tax revenue & increased costs of maintenance is not sustainable. To fully fund 2019 budget expenditures Parks would be required to draw $53,000 out of the Park Fund Balance.

- Park Board recommends BOA allow question be placed on ballot for a sustainable and improvement level of funding for the Parks Department.

Standards of Service

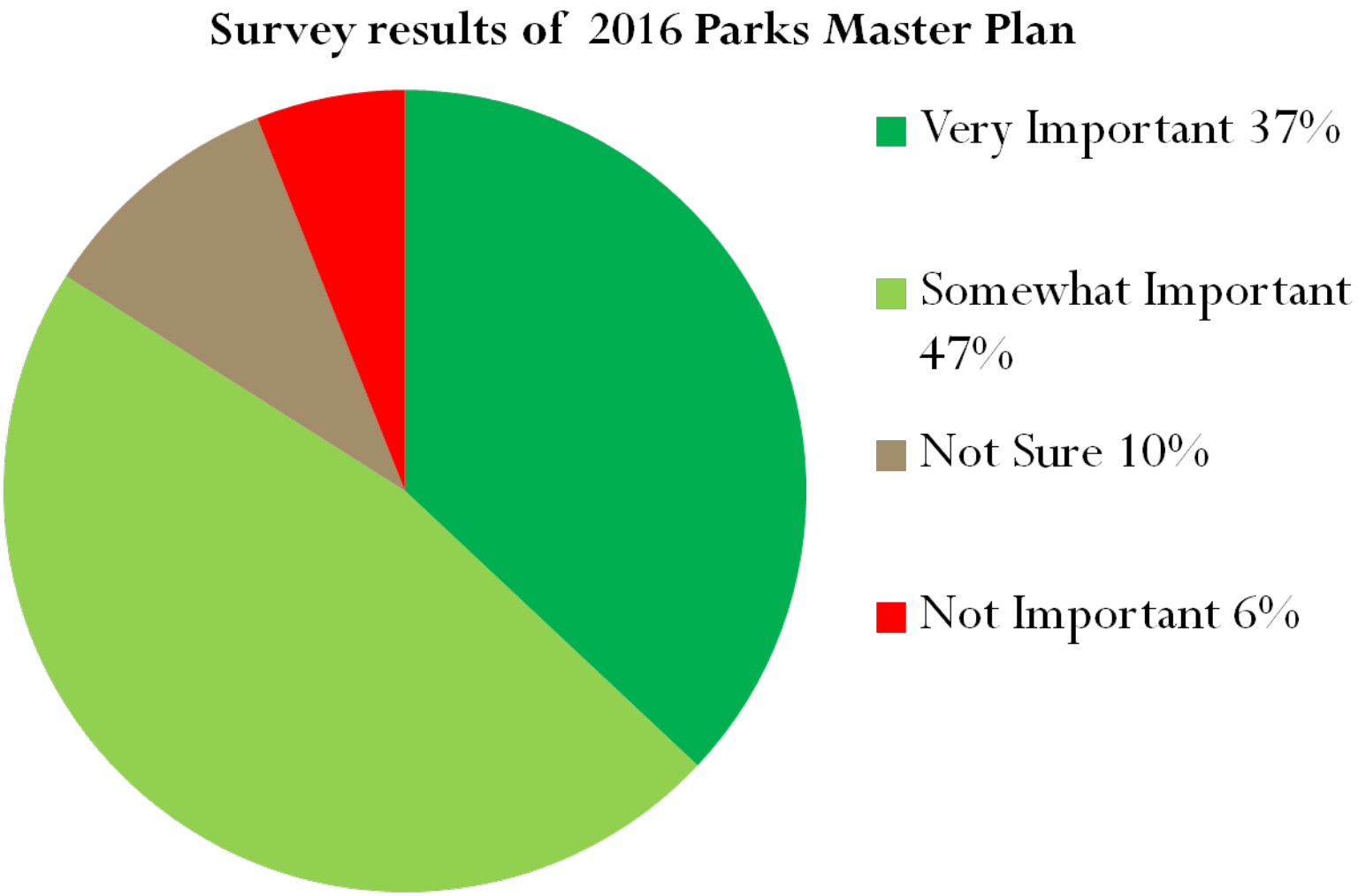
Raytown Level of Service Standards

Meets National and Local Recommended Standards of Service	Does not meet Recommended Standards of Service
Acres of Undeveloped Park Land	Acres of Neighborhood Parks
Baseball and Softball Fields	Acres of Community Parks
Skate Parks	Acres of Special Use Parks/Facilities
	Shelter Houses
	Multipurpose Fields
	Basketball Courts
	Tennis Courts
	Playgrounds
	Off Leash Dog Parks
	Miles of Paved Trails

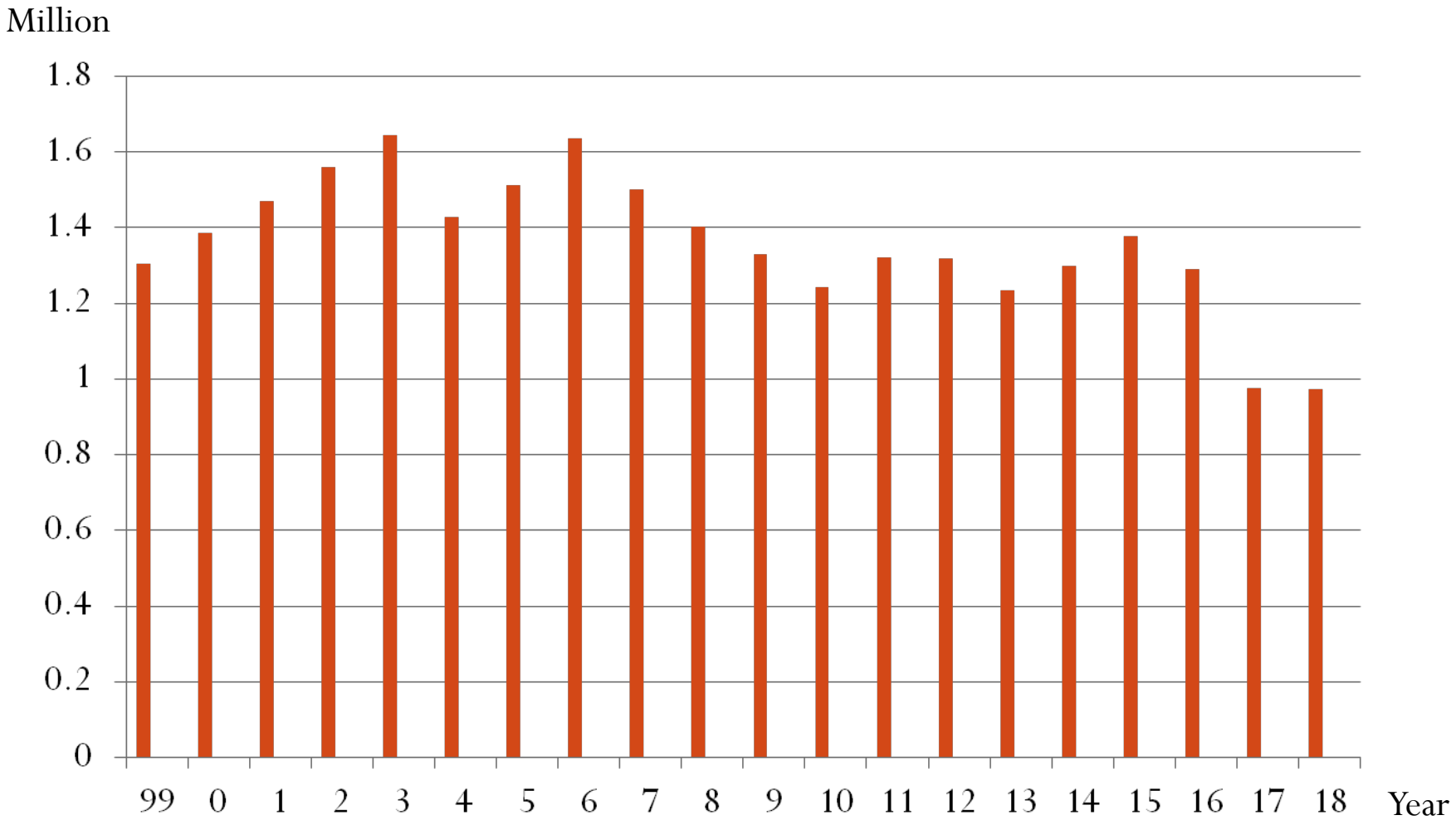
Measured by Pros Consulting during the 2015-16 Parks Master Plan using NRPA and MPRA Standards for type of facilities per 1000 persons.

Raytown is not meeting the standards of service compared to other cities of similar size and population.

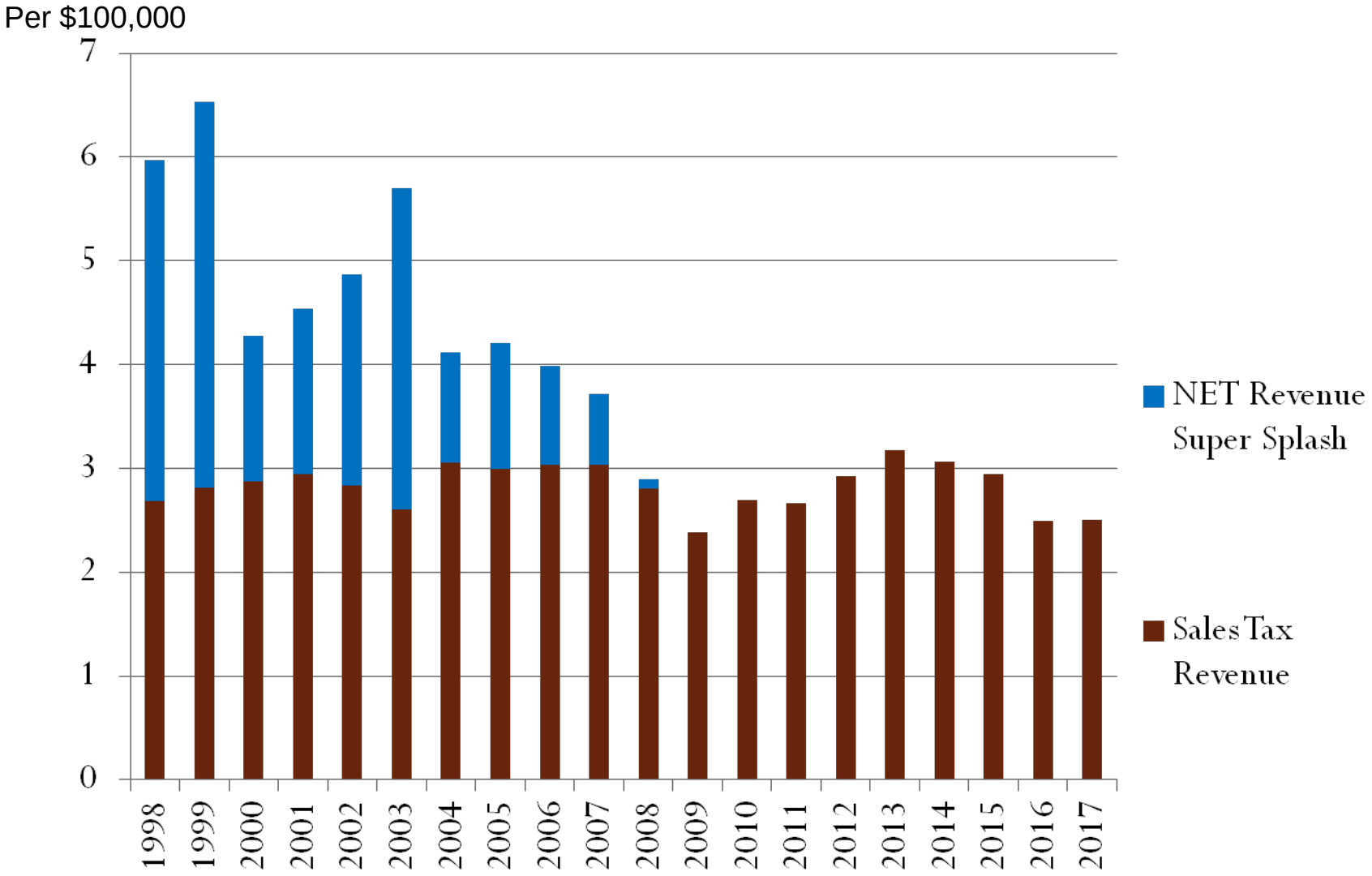
Citizen Survey of Parks



Raytown Parks Revenue History 1999-2018



Parks Funding History 1998-2017



Challenges Keeping Up With Ongoing Maintenance

Current Sales Tax Funds

- Required Projects are not possible with current tax rate
- Parks Pay As We Go with No Debt
- 9 FTE's maintain 171 acres compared to 10 staff in 2009
- 2019 Revenue of 1/8 cent= $410,000 split into 3 categories:

  - TIF-EATS $51,600/yr
  - 75% for Parks $277,000/yr
  - 25% for Storm Water $81,400/yr

Compared to KC Metro Cities

City/ Population	Sales Tax	Property Tax/Levy	Park Acres	Staff
Raytown 29,800	1/8 cent	.17*	171	9
Grandview 26,000	½ cent	.12*	250	20
Gladstone 26,365	¼ cent	.10*	255	23
Liberty 27,000	¼ cent	.14*	504	29
Lee's Summit 96,000	¼ cent	.14*	1200	42
Kansas City 481,420	½ cent			

* per $100 assessed value

What the Sales Tax Rate Means in Dollars

Parks/Storm Water Sales Tax

1/8 cent Revenue	CURRENT TAX RATE	
FY18-19 Breakdown	Parks Budget	Storm Water
Parks/Storm Water Sales Tax	**$410,000**	
Parks Storm Water Split	$308,000	$102,000
TIF-EATS	$31,000	$20,600
Parks FY 18-19 NET	**$277,000**	$81,400

67.50%

1/4 cent Revenue	RECOMMENDED TAX RATE	
Estimate FY	Budget	No Split
Parks Sales Tax	**$820,000**	
No 25% Split		
TIF-EATS	$82,000	
Parks FY 19-20 NET	**$738,000**	

90%

3/8 cent Revenue	ALTERNATIVE TAX RATE	
Estimate FY	Budget	Storm Water
Parks/Storm Water Sales Tax	**$1,230,000**	
Parks Storm Water Split	$922,500	$307,500
TIF-EATS	$93,000	$62,000
Parks FY 19-20 NET	**$829,500**	$245,500

Parks NETS 67.4% of Sales Tax

Funding Plans for the Future

Projected Revenue from 1/4 cent Sales Tax

- Will Produce $820,000 Total Collected
- $82,000 for TIF-EATS Payment
- $738,000 To Parks

Splitting the Sales Tax with Storm Water 75%-25% at 1/4 cent does not cover the Parks Department's maintenance responsibilities, Parks would have to ask for 3/8 cent with the split.

What will funds be spent for?

- Parks Strategic Plan goals & objectives, Park Amenities- Dog Park, Splash Pad, property acquisition and redevelopment, signage, etc.
- Deferred Maintenance on all Parks - Repairs, renovations, and replacements to Raytown's parks structures, trails and recreation facilities.
- Developing a solution for the Super Splash Property.
- Continuing Right of Way Beautification originated by the 1/8 cent sales tax in 2003.

What Projects?

- Colman- New restrooms, replace playground, resurface basketball court
- Kenagy-Tennis courts, restrooms, pond wall
- Minor-Smith-Trail overlay, tennis court overlay
- Southwood-Playground, lighting, asphalt overlay
- Krister-Replace playgrounds, ball fields, trail overlay
- Repurpose site of Super Splash, dog park, Spray ground
- North East Raytown Park
- Ongoing maintenance and up dating shelter houses at all parks and right of way beautification

Off Leash Dog Park

Splash Pad Park Feature

Looking Ahead

- Citizens support their parks. Surveys show citizens support an increase if they see the direct benefits for themselves and their families.

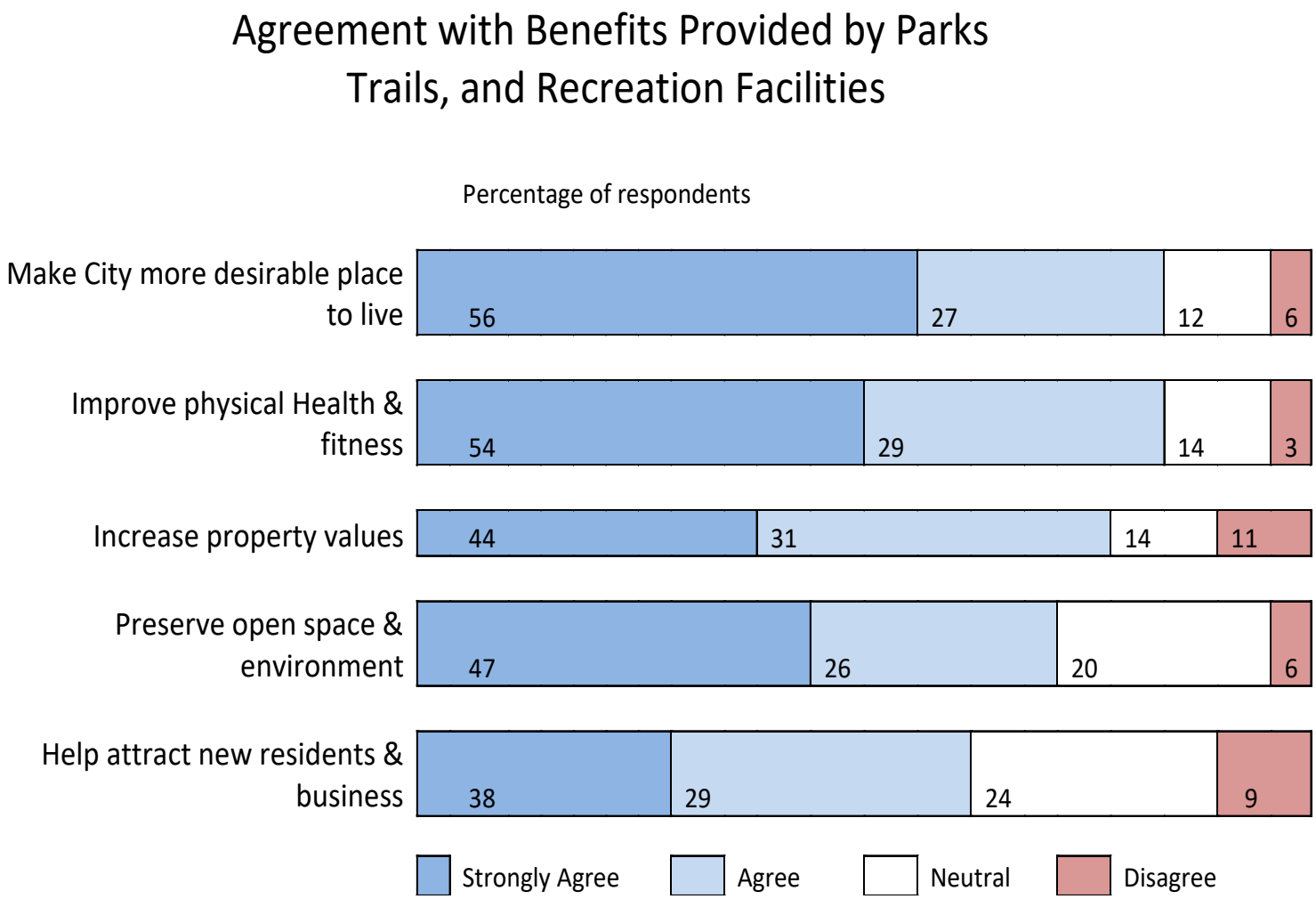
- The alternatives to funding the Parks at a sustainable level is further deterioration and allowing direct liabilities to accumulate.

Sales Tax Renewal Question

- Shall the City of Raytown impose an increase to an existing sales tax from the current rate of one-eighth (1/8) cent to one-quarter (1/4) cent for the purpose of funding only the Raytown Parks Department, for a term to sunset in ten (10) years within the city of Raytown?

- Election-Tuesday, August 6, 2019.

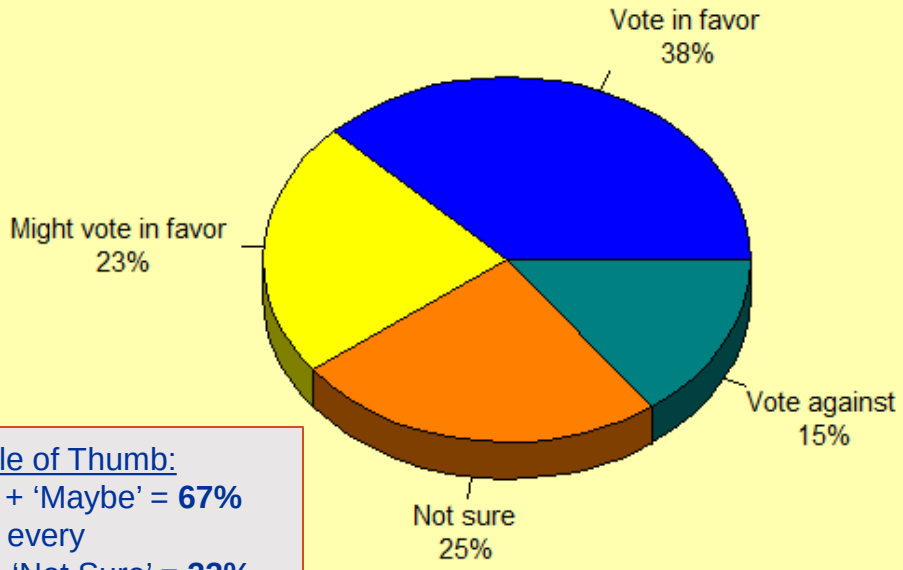
Survey Results From Raytown Citizens



Parks Master Plan Survey

Q19. If the City Places a Ballot Issues Before the Public to Establish a Total ½ Cent Sales Tax to Develop the Types of Parks, Trails, and Recreation Facilities, Programs and Services That Are the Most Important to Your Household, How Would You Vote?

by percentage of respondents



<u>2 to 1 Rule of Thumb:</u>
2 saying 'Yes' + 'Maybe' = **67%**
for every
1 saying 'No' + 'Not Sure' = **33%**

Yes (38%) + Maybe (23%) = **61%**
vs
No (15%) + Not Sure (25%) = **40%**

Margin of error: +/-4.4%

Bill 1051 **Ordinance 97004**

"AN ORDINANCE CALLING A SPECIAL ELECTION IN THE CITY OF RAYMORE, MISSOURI, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF SAID CITY THE FOLLOWING PROPOSITION, TO-WIT: SHALL THE CITY OF RAYMORE, MISSOURI, IMPOSE A SALES TAX OF ONE-HALF OF ONE PERCENT FOR THE PURPOSE OF PROVIDING FUNDING FOR STORM WATER CONTROL AND LOCAL PARKS WITH AN ESTABLISHED FORMULA SET FOR THE DISTRIBUTION OF THE MONEYS RECEIVED, TO BE USED ONLY FOR STORM WATER CONTROL AND LOCAL PARKS FOR THE CITY OF RAYMORE, MISSOURI."

WHEREAS, the Board of Aldermen of said City hereby finds that it is necessary to impose a sales tax of one-half of one percent for the purpose of funding storm water control and local parks; and

WHEREAS, the state statutes authorizing this tax restrict the funds derived to be used only for storm water control and local parks, and

WHEREAS, the Board of Aldermen of said City desires to submit to the qualified voters of said City the proposition hereinafter set forth.

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

Section 1. That it is hereby found and determined that it is advisable and in the interests of the City to impose a sales tax of one-half of one percent for the purpose of funding storm water control and local parks.

Section 2. That an election be, and the same is, hereby ordered to be held in the City of Raymore, Missouri, on Tuesday, April 1, 1997, for the purpose of submitting to the qualified voters of said City the following proposition, to-wit:

> Shall the City of Raymore, Missouri, impose a sales tax of one-half of one percent for the purpose of providing funding for storm water control and local parks with an established formula set for the distribution of the moneys received to be used only for storm water control and local parks in the City of Raymore, Missouri?

Section 3. That the moneys received from the Storm Water Control and Local Parks Sales Tax shall be distributed with Storm Water and Parks each shall receive forty-percent **(40%)** for their respective functions. The remaining twenty per cent (20%) shall be reserved for storm water control and park purposes. However, the annual distribution of this remaining twenty per cent shall be subject to the annual budgeting process. This remaining twenty per cent may only be used for storm water control and park purposes in conformance with state law.

BILL1051.DOC

Section 4. That the City Clerk is hereby authorized and directed to notify the Cass County Clerk of the adoption of this ordinance no later than 5:00 P.M. on January 21, 1997, and include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

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

Section 6. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

First Reading: January 13, 1997

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED UPON ITS SECOND READING THIS 13TH DAY OF JANUARY 1997 BY THE FOLLOWING VOTE:

Alderman Cox	Aye
Alderman Judy	Absent
Alderman Lauvstad	Aye
Alderman Molendorp	Aye
Alderman Orr	Aye
Alderman Stone	Aye

APPROVED:

Michele Donahoe
Mayor

ATTEST:

Susan Gnefkow
City Clerk

BILL1051.DOC

AN ORDINANCE AUTHORIZING AND APPROVING SUBMISSION AT THE PRIMARY ELECTION TO BE HELD AUGUST 3, 2010 TO THE QUALIFIED VOTERS OF THE CITY OF RAYTOWN, MISSOURI, THE QUESTION OF WHETHER THE CITY SHALL IMPOSE A SALES TAX IN THE AMOUNT OF ONE-EIGHTH (1/8) OF ONE PERCENT FOR THE PURPOSE OF FUNDING LOCAL PARKS/STORM WATER CONTROL WITHIN THE CITY FOR A TERM OF TEN (10) YEARS AND IMPOSING SUCH TAX IF APPROVED BY A MAJORITY OF THE QUALIFIED VOTERS VOTING THEREON

WHEREAS, in accordance with the provision of Chapter 644 and Section 644-032 of the Revised Statutes of the State of Missouri ("RSMo"), the City of Raytown ("City") is authorized to submit to the qualified voters of the City the question of whether to impose by ordinance a sales tax for the purpose of funding local parks/storm water control; and

WHEREAS, the City desires to submit to the qualified voters of the City at the primary election to be held August 3, 2010, the question of whether to continue to impose an existing sales tax for the purpose of funding local parks/storm water control in the amount of one-eighth (1/8) of one percent; and

WHEREAS, the Raytown Park Board of the City unanimously support the continuation of an existing one-eighth (1/8) of one percent parks sales tax on the August 3, 2010 primary election ballot and is cognizant of its responsibility to the voters and the importance of accountability to the public in the expenditure of tax funds; and

WHEREAS, if a majority of the votes cast by qualified voters voting thereon are in favor of the proposal, the City desires to continue to impose an existing sales tax for the purpose of funding local parks/storm water control in the amount of one-eighth (1/8) of one percent; and

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

SECTION 1 - SUBMISSION TO THE VOTERS AUTHORIZED. That there shall be submitted to the voters of the City at the primary election to be held in the City on the 3rd day of August 2010, a proposal to authorize the City to continue to impose an existing sales tax for the purpose of funding local parks/storm water control within the City, pursuant to the provisions of Section 644-032 RSMo.

SECTION 2 – BALLOT FORM. That the ballot of submission for the local parks/storm water control sales tax shall be in substantially the following form:

> Shall the city of Raytown, Missouri continue to impose an existing sales tax at a rate of one-eighth (1/8) of one percent for the purpose of funding local parks/storm water control within the city for a term of ten (10) years?
>
> [ ] YES [ ] NO
>
> If you are in favor of the question, place an "X" in the box opposite "YES".
> If you are opposed to the question, place an "X" in the box opposite "NO".

SECTION 3 – IMPOSITION OF TAX, IF APPROVED BY VOTERS. That if a majority of the votes cast by qualified voters voting thereon are in favor of the proposal, then a city sales tax for the purpose of funding local parks/storm water control in the amount of one-eighth (1/8) of one percent shall be imposed, upon the receipts for the sale at retail of all tangible personal property or taxable services at retail within the City, if such property and services are subject to taxation by the State of Missouri under the provisions of Sections 144.010 to 144.525 RSMo, as amended from time to time, including all sales of metered water services, electricity, electrical current and natural, artificial or propane gas, wood, coal or home heating oil for domestic use only.

SECTION 4 – SPECIAL FUND ESTABLISHED. That all moneys received by the City from a sales tax for the purpose of funding local parks/storm water control shall be deposited in a special fund to be known as the "City Local Parks Trust Fund" and all moneys in such local parks trust fund shall be appropriated and disbursed only for improving local parks/storm water control as enumerated in Sections 644.032 and 644.033 RSMo, as amended from time to time.

SECTION 5 – ADMINISTRATION. That any sales tax imposed pursuant to this ordinance shall be computed, imposed, reported, administered, collected, enforced and shall operate in all respects in accordance with the provisions of the Revised Statutes of the State of Missouri and upon such forms and under such administrative rules and regulations as may be prescribed by the Director of Revenue, any provision of this ordinance not withstanding.

Further that through the annual process of budgeting, planning for improvement and maintenance, the Raytown Park Board recognizes that revenues from the local park/storm water control sales tax must be approved by resolution by the Board of Aldermen as part of the City's annual budget process and said resolution is anticipated to be adopted at the same time the new fiscal year budget is adopted and shall then authorize and approve the Park Board to expend all sales tax in accordance with the approved budget document and will maintain its accountability to the voters of Raytown. The Raytown Park Board will use any sales tax funds for:

- Community beautification, including the landscaping and maintenance of landscaping on certain public rights of way and city properties, to be included in the annual parks sales tax budget. The total for such expenditures shall not be expected to exceed 20% of the anticipated sales tax revenue.
- Capital improvements, as identified in a capital improvement plan, annually authorized and approved by the Park Board.
- Park maintenance of existing facilities, including the funding of maintenance accounts, annually authorized and approved by the Park Board.
- Matching grant funds to leverage local dollars with funds from other sources.
- General operations, including the funding of personnel to perform maintenance, to be included in the annual parks sales tax budget.

Further that the term "Community beautification, including landscaping and maintenance" as herein described pertains to the care of trees, flowers, shrubs, and other plant materials used specifically for beautification but, intentionally excludes the care of grass in medians and right-of-ways, all traffic control curbs and signs, sidewalks, and all waterlines and utilities, located within the areas where community beautification is achieved is hereby authorized and approved.

SECTION 6 – NOTIFICATION OF DIRECTOR OF REVENUE. That within ten (10) days after approval by the voters of the City of any of the sales tax pursuant to this ordinance, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries of the City.

SECTION 7 – EFFECTIVE DATE OF TAX. That any sales tax imposed pursuant to this ordinance shall be effective on the first day of the second calendar quarter after the director of revenue receives notice of the adoption of the sales tax.

SECTION 8 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 9 – 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 10 – 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, and upon final vote taken the 4th day of May, 2010, was approved by the Board of Aldermen of the City of Raytown, Jackson County, Missouri.

David W. Bower, Mayor

ATTEST:

Teresa M. Henry, City Clerk

APPROVED AS TO FORM:

George Kapke, Interim City Attorney

CITY OF RAYTOWN
Request for Board Action

Date: February 26, 2016 **Resolution No.: R-2852-16**
To: Mayor and Board of Aldermen
From: Joe Willerth, City Attorney

Department Head Approval: _____

Finance Director Approval: _____(only if funding requested)

City Administrator Approval: _____

Action Requested: A resolution approving the recommendation of the Parks/Storm Water Sales Tax Committee.

Recommendation: Approve the recommendation.

Analysis: The Committee recommended that effective with the 2016-2017 budget year, 75% of the sales tax revenue generated by the storm water/parks sales tax be allocated to the Parks Board and that 25% of the sales tax revenue generated by the storm water/parks sales tax be allocated to storm water, with the minimum sum of $200,000.00 being guaranteed to the Parks Board each year.

The Committee strongly recommended that the Board of Aldermen investigate additional sources of revenue dedicated exclusively to storm water control, and that the Parks Board investigate additional sources of revenue dedicated exclusively to the Parks Board.

RESOLUTION NO.: R-2852-16

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE PARKS/STORM WATER SALES TAX COMMITTEE AND DIRECTING STAFF TO MAKE THE NECESSARY CHANGES EFFECTIVE WITH THE 2016-2017 BUDGET YEAR

WHEREAS, on August 3, 2010, a question was submitted and approved by the citizens of Raytown by which the City shall continue to impose an existing sales tax at a rate of one-eighth (1/8) of one percent for the purpose of funding local parks/storm water control within the city for a term of ten (10) years; and

WHEREAS, on October 21, 2015 a Parks/Storm Water Tax Committee was established by the Mayor and on February 16, 2016 the Parks/Storm Water Tax Committee presented their recommendation which was approved by a majority of the Board of Aldermen;

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

THAT effective with the 2016-2017 budget year, 75% of the sales tax revenue generated by the storm water/parks sales tax be allocated to the Parks Board and that 25% of the sales tax revenue generated by the storm water/parks sales tax be allocated to storm water, with the minimum sum of $200,000.00 being guaranteed to the Parks Board each year;

FURTHER THAT, the Committee strongly recommended that the Board of Aldermen investigate additional sources of revenue dedicated exclusively to storm water control, and that the Parks Board investigate additional sources of revenue dedicated exclusively to the Parks Board.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 1st day of March, 2016.

Michael McDonough, Mayor

ATTEST:

Teresa M. Henry, City Clerk

Approved as to Form:

Joe Willerth, City Attorney

V:\Board of Aldermen Meetings\Agendas\Agendas 2016\03-01-16\Reso Parks Storm Water Sales Tax Division.doc

BILL NO. 5737-03 ORDINANCE NO. 4899-03 SECTION NO. III-A-9

AN ORDINANCE AUTHORIZING AND DIRECTING SUBMISSION AT THE GENERAL ELECTION TO BE HELD NOVEMBER 4, 2003 TO THE QUALIFIED VOTERS OF THE CITY OF RAYTOWN, MISSOURI, THE QUESTION OF WHETHER THE CITY SHALL IMPOSE A SALES TAX IN THE AMOUNT OF ONE CENT (1¢) FOR GENERAL REVENUE PURPOSES, THE QUESTION OF WHETHER THE CITY SHALL IMPOSE A SALES TAX IN THE AMOUNT OF ONE-EIGHTH CENT (1/8¢) FOR THE PURPOSE OF FUNDING PARKS, AND IMPOSING SUCH TAXES IF APPROVED BY A MAJORITY OF THE QUALIFIED VOTERS VOTING THEREON.

WHEREAS, in accordance with the provisions of Chapter 94 and Section 94.500 of the Revised Statutes of the State of Missouri ("RSMo"), the City of Raytown ("City") is authorized to submit to the qualified voters of the City, the question of whether to impose a sales tax for general revenue purposes; and

WHEREAS, the City desires to submit to the qualified voters of the City at the general election to be held November 4, 2003, the question of whether to impose a sales tax for general revenue purposes in the amount of one cent (1¢); and

WHEREAS, if a majority of the votes cast by qualified voters voting thereon are in favor of the proposal, the City desires to impose a sales tax for general revenue purposes in the amount of one cent (1¢); and

WHEREAS, in accordance with the provisions of Chapter 644 and Section 644.032 RSMo, the City is authorized to submit to the qualified voters of the City the question of whether to impose by ordinance a sales tax for the purpose of funding local parks; and

WHEREAS, the City desires to submit to the qualified voters of the City at the general election to be held November 4, 2003, the question of whether to impose a sales tax for the purpose of funding local parks in the amount of one-eighth cent (1/8¢); and

WHEREAS, if a majority of the votes cast by qualified voters voting thereon are in favor of the proposal, the City desires to impose a sales tax for the purpose of funding local parks in the amount of one-eighth cent (1/8¢); and

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

Section 1. That there shall be submitted to the voters of the City at the general election to be held in the City on the 5th day of November 2002, a proposal to authorize the City to impose a sales tax for general revenue purposes pursuant to the provisions of Chapter 95 and Section 94.500 RSMo.

Section 2. That the ballot of submission for the general revenue sales tax shall be in substantially the following form:

BILL NO. 5737-03 ORDINANCE NO. 4899-03 SECTION NO. III-A-9

Shall the city of Raytown renew the city sales tax of one (1) percent?

[ ] Yes [ ] No

Section 3. That if a majority of the votes cast by qualified voters voting thereon are in favor of the proposal, then a city sales tax for general revenue purposes in the amount of one cent (1¢) shall be imposed upon the receipts for the sale at retail of all tangible personal property or taxable services at retail within the City, if such property and services are subject to taxation by the State of Missouri under the provisions of Sections 144.010 to 144.525 RSMo, as amended from time to time, including all sales of metered water services, electricity, electrical current and natural, artificial or propane gas, wood, coal or home heating oil for domestic use only.

Section 4. That if the one-cent sales tax is re-imposed pursuant to this ordinance, it shall continue in effect, uninterrupted, from December 31, 2004.

Section 5. That there shall be submitted to the voters of the City at the general election to be held in the City on the 4th day of November 2003, a proposal to authorize the City to impose a sales tax for the purpose of funding local parks, pursuant to the provisions of Chapter 644 and Section 644.032 RSMo.

Section 6. That the ballot of submission for the local parks sales tax shall be in substantially the following form:

Shall the municipality of Raytown impose a sales tax of one-eighth cent (1/8¢) for the purpose of providing funding for local parks for the municipality for a seven (7) year term?

[ ] YES [ ] NO

Section 7. That if a majority of the votes cast by qualified voters voting thereon are in favor of the proposal, then a city sales tax for the purpose of funding local in the amount of one-eighth cent (1/8¢) shall be imposed, upon the receipts for the sale at retail of all tangible personal property or taxable services at retail within the City, if such property and services are subject to taxation by the State of Missouri under the provisions of Sections 144.010 to 144.525 RSMo, as amended from time to time, including all sales of metered water services, electricity, electrical current and natural, artificial or propane gas, wood, coal or home heating oil for domestic use only.

Section 8. That all moneys received by the City from a sales tax for the purpose of funding local parks shall be deposited in a special fund to be known as the "City Local Parks Trust Fund" and all moneys in such trust fund shall be appropriated and disbursed in accordance with Sections 644.032 and 644.033, as amended from time to time.

BILL NO. 5737-03 ORDINANCE NO. 4899-03 SECTION NO. III-A-9

Section 9. That if the one-eighth cent sales tax is imposed pursuant to this ordinance, it shall be effective on the first day of the second calendar quarter after the Director of Revenue received notice of the adoption of this tax.

Section 10. That any sales tax imposed pursuant to this ordinance shall be computed, imposed, reported, administered, collected, enforced and shall operate in all respects in accordance with the provisions of the Revised Statutes of the State of Missouri and upon such forms and under such administrative rules and regulations as may be prescribed by the Director of Revenue, any provision of this ordinance not withstanding.

Section 11. That within ten (10) days after approval by the voters of the City of any of the sales tax pursuant to this ordinance, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries of the City.

Section 15. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 16. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times, and upon final vote taken the 12 day of August, 2003, was approved by the Board of Aldermen of the City of Raytown, Jackson County, Missouri upon the following vote:

Alderman	Aye	Nay	Absent/Abstain
Walters	✓		
Brown	✓		
Wiley	✓		
Aziere	✓		
Kinman	✓		
Melson	✓		
Schlapia	✓		
Hartwell	✓		
Knabe	✓		
Fleming	✓		
Tie Vote: Mayor Frank			

Karlan Curtis

Karlan Curtis, City Clerk

BILL NO. 5737-03 **ORDINANCE NO.** 4899-03 **SECTION NO.** 111-A-9

APPROVED BY THE MAYOR the 12 day of August, 2003.

Sue Frank, Mayor

or:

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

or:

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

ATTEST:

Karlan Curtis, City Clerk

APPROVED AS TO FORM:

Joanne L. Graham, City Attorney

Sponsor(s): Aldermen Brown, Aziere, Wiley, Kinman, Melson, Schlapia, Hartwell, Knabe, and Fleming

CITY OF RAYTOWN
Request for Board Action

Date: January 11, 2019 **Resolution No.: R-3170-19**
To: Mayor and Board of Aldermen
From: David Turner, Parks and Recreation Director

Department Head Approval: _____

Finance Director Approval: _____(only if funding is requested)

City Administrator Approval: _____

Action Requested: Board of Alderman approval of Infinity Building Service, LLC contract renewal for year 2 of 3, for the FY 2018-2019 budget year for the Parks and Recreation Department, in excess of $15,000, but within budgeted amounts.

Recommendation: The Raytown Park Board voted to continue the mowing contract with Infinity for the 2018-19 budget year, on November 19, 2018. Parks Department staff also recommends continuing the contract with this vendor.

Analysis: The 2018 mowing contract for Raytown Parks was awarded to Infinity Building Service, LLC. mid-year due to the poor performance of the previous vendor. The Infinity contract was $25,000.00 per year for up to three years, with no increase in year 2 or year 3 of the bid. This contract is the cheaper bid from this date going forward, as compared to previous bidders, whose bid increased each additional year of the contract.

Infinity Building Service, LLC, is the current contractor for Public Works, and has been awarded the Raytown Parks Department's mowing contract over the previous budget years 2012-2017. Staff recommends continuing the contract into the 2019 budget year, as it is the lowest bid going forward, and they are a known vendor with appropriate equipment for mowing the Park grounds.

Raytown Parks has budgeted $26,000 for mowing and is requesting approval to spend up to that amount, which has been approved in the City of Raytown 2018-19 Budget.

Alternatives: Do not approve resolution, and rebid the Raytown Parks mowing contract, with no guarantee that the City of Raytown will receive a lower price than the current contract.

Budgetary Impact:

- ☐ Non-Budgeted item-funds are available in Park General Unassigned Fund Balance
- ☐ Not Applicable
- ☒ Budgeted item with available funds
- ☐ Non-Budgeted item with available funds through prioritization
- ☐ Non-Budgeted item with additional funds requested

Additional Reports Attached:

Minutes of November 19th Park Board meeting and bid results.

RESOLUTION NO.: R-3170-19

A RESOLUTION AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT WITH INFINITY BUILDING SERVICE, LLC FOR PARKS AND RECREATION MOWING IN AN AMOUNT NOT TO EXCEED $26,000.00 FOR FISCAL YEAR 2018-2019

WHEREAS, the City of Raytown Parks and Recreation Department issued an invitation to bid on its Parks and Recreation Mowing Contract to maintain areas within the City; and

WHEREAS, the Parks and Recreation Department received four (4) bids in response to the invitation and pursuant to Resolution R-3075-18, adopted on March 20, 2018 the bid submitted by Brad Taylor, Inc. in an amount not to exceed $25,000.00 was the most advantageous bid received; and

WHEREAS, Brad Taylor, Inc. was not able to complete mowing as required by the agreement and the agreement was terminated pursuant to Resolution R-3124-18, and the City entered into an agreement with Infinity Building Services, LLC who was determined to be the next most advantageous bid; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to authorize and approve the continuation of an agreement with Infinity Building Service, LLC in an amount not to exceed $26,000.00 for fiscal year 2018-2019;

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

THAT, a continuation of an agreement for mowing services with Infinity Building Service, LLC as set forth in “Exhibit “A” for such purpose in an amount not to exceed $26,000.00 for fiscal year 2018-2019 is hereby authorized and approved; and

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 15th day of January 2019.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

Raytown Parks Recreation
2018 Raytown Mowing Project
Bid Results
March 1, 2018 10:00 am

Contractor	Parks Base Bid	Quick Pay Discount	% Increase 2019/2020
Brad Taylor, Inc.	$ 23,936.00	0	4% - 4%
Infinity Building	$ 25,000.00	0	0% - 0%
Xcapes, LLC	$ 31,440.00	0	2% - 3%
Dew Farms	$ 43,520.00	2% net 10	4% - 4%

Brad Taylor, Inc.

2018 Prices	$ 23,936.00
2019, 4% Increase	$ 24,893.44
2020, 4% Increase	$ 25,889.18
Total 3 years	**$ 74,718.62**

Infinity Building Services, LLC

2018 Prices	$ 25,000.00
2019, 0% Increase	$ 25,000.00
2020, 0% Increase	$ 25,000.00
Total 3 years	**$ 75,000.00**

Xcapes, LLC

2018 Prices	$ 31,440
2019, 2% Increase	$ 32,068.80
2020, 3% Increase	$ 33,030.86
Total 3 years	**$ 96,539.66**

Dew Farms

2018 Prices	$ 43,520.00
2019, 4% Increase	$ 45,260.80
2020, 4% Increase	$ 47,071.23
Total 3 years	**$135,852.03**

Raytown Park Board
Minutes
November 19, 2018

Attendance:
Park Board: Terry Copeland, George Mitchell, Dave Thurman, Robbie Tubbs, Chris Rathbone, Brian Morris, Mike Hanna and Loretha Hayden.
Staff: Dave Turner, Ron Fowler and Mary Ann McCormick
Guests: Alderman Derek Ward, Tony Jacobs and Walt VanBibber

A quorum was declared present and the meeting was called to order. Mike Hanna made a motion to approve minutes from October 15, 2018 with one correction to add "lack of" to Tony Jacobs comments. George Mitchell seconded and the motion passed.

Guests:
Tony Jacobs was concerned about the timeline of taking the lights down on 63rd St last spring, and then putting them up this week. Who takes them down at end of season?

Walt VanBibber asked about whether the KC Metro Senior Softball League would be allowed to bid on using Colman park ball fields next year. Dave Turner said he would talk to Park Board President about putting it on agenda in December.

Report of Officers:
President – no report
Vice President – no report

Reports of Standing & Special Committees:
Personnel - Robbie Tubbs stated we met tonight to perform 6 month evaluation for Dave.
Finance – beginning balance for FY2019 is $907,610.82.
Program – will discuss in new business
Buildings & Grounds – no report
Rice Tremonti – Ice Cream Social - $300, $313 rentals October, no tours in December, rebuilding website. In February, they are going to start work on the root cellar – might need Parks staff to come make sure it is safe with barriers, etc.

Staff Reports:
Director – a written report was distributed
Superintendent of Parks – a written report was distributed

New Business:
1. Raytown Baseball Association still owes us $2,655.65 for electricity and water at LBTRA. We met with RBA to discuss giving the Parks Dept some of their equipment in exchange for their outstanding bill. Also, Park Board would like Dave to talk to Lee's Summit Baseball, 3&2 Baseball and Mike Spilker about using our fields next year.

2. Terry Copeland made a motion to approve the FY18-19 Schedule of Fees with a 25% increase for Non-Residents. Residents living within city limits of Raytown with zip codes 64133 & 64138 will be considered residents, all other will be considered non-residents and reservation fee to be paid at time of reservation is made. George Mitchell seconded and the motion passed.
3. Robbie Tubbs made a motion to approve a 1 year renewal contract with Infinity Building Services for contract mowing. Brian Morris seconded and the motion passed.
4. BMX – we will discuss BMX at December meeting.
5. Dave Thurman asked that we issue a policy on signage at the parks for groups.
6. Terry Copeland made a motion to adjourn. George Mitchell seconded and the motion passed.

CITY OF RAYTOWN

Parks & Recreation Department

2018 Raytown Mowing Project

(Mid-Year Replacement)

August 2018

ADENDUM # 1

On August 15, 2018 the City of Raytown, Missouri terminated the 2018 Raytown Mowing Project with Brad Taylor Inc.

The City intends to contract with the second lowest bidder, Infinity Building Services, LLC to complete the remainder of the original term of the 2018 Raytown Mowing Project contract.

All terms, conditions and specifications presented in the original bid will be agreed to by both parties and legally binding.

Compensation for all work will be at the levels based on pages B-1 and B-2 of the original bid form submitted by Infinity Building Services, LLC and shall not exceed $10,000.00 for the remainder of the 2018 mowing season.

In addition, and if approved by the City of Raytown, Infinity Building Services, LLC agrees to the Contract Renewal percentages and terms submitted on their original bid on 3/1/2018 which allows for contract renewal for 2019 and 2020.

CITY OF RAYTOWN,
NOTICE TO BIDDERS

Sealed bids for 2018 Raytown Mowing Project will be accepted by the City of Raytown, Missouri, at the Parks and Recreation Department, 5912 Lane, Raytown, Missouri, 64133, until 10:00 A.M. (local time) on Thursday, March 1, 2018 at which time bids will be publicly opened and read aloud at the Parks Office. Any bid received after the designated closing time will not be considered and will be returned unopened.

All bids shall be submitted to the Parks & Recreation Department in sealed envelopes addressed to the CITY OF RAYTOWN, MISSOURI, ATTENTION: PARKS AND RECREATION DIRECTOR, and marked "**Bid for: 2018 RAYTOWN PARKS MOWING PROJECT.** " Copies of plans, specifications, bidding documents and other Contract Documents are on file at: The Raytown Park & Recreation Office – 5912 Lane Ave, Raytown, MO 64133.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS INCLUDING ADDENDA BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND THAT IT HAS VISITED THE SITE OF THE WORK TO FULLY INFORM ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN ITS BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK AS SPECIFIED IN THE CONTRACT DOCUMENTS.

No oral, telegraphic, telephonic proposals or alterations will be considered. Facsimile transmissions will not be accepted.

In the event the low bidder is unable to execute the Contract, for whatever reason, within the time provided in the Notice of Award, City may annul the Notice of Award and City shall exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to specific performance.

City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of Parks & Recreation Director, prior to the time & date for bid opening.

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

CITY OF RAYTOWN, MISSOURI

AGREEMENT BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT is made in Jackson County, Missouri, by and between the City of Raytown, Missouri, [hereinafter "City"], and Infinity Building Services, LLC, [hereinafter "Contractor"]. City intends to contract with Contractor for following described services [hereinafter "Project"] in Raytown, Missouri:

2018 Raytown Parks Mowing Project
(Locations noted in Bid Form)

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

ARTICLE I. By executing this Agreement, Contractor represents to City that Contractor is professionally qualified to do this Project and if required, is licensed to practice the services being offered by all public entities having jurisdiction over Contractor and the Project. Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement; all Work to be done in a good, substantial and workmanlike manner and to the satisfaction of City, and in accordance with the laws of the City of Raytown, the State of Missouri and the United States of America.

Contractor shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of the Agreement, the parties anticipate that the following individual will perform as the Contractor's Principal on the Project: Bobby McKenzie.
As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties.

City shall designate Ron Fowler, 816-358-4100 as the Project Representative to represent City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Head, and if applicable, City Administrator and/or Governing Body/Change Order Committee, shall be required to approve any increase in Project cost.

ARTICLE II. City agrees to pay Contractor for the actual work performed on the Project at the rates set forth in the Bid Form, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of $10,000.00.

ARTICLE III. Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested, **with an invoice for the Parks and Recreation Department.** City agrees to pay Contractor within thirty (30) days of approval unless a "Quick Pay" discount option is made available to us. Payment by the City will be made by check. All checks will be mailed to Contractor's place of business, without exception and may not be picked up in person by Contractor. All moneys not paid when due as provided above shall bear interest at the rate specified by Missouri State Stature, RSMo 34-057.

Contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by federal law.

ARTICLE IV. Unless otherwise provided in this Agreement, execution of this agreement will begin on April 1, 2018. All work at each site will be initiated within 3 business days of notification by the Parks & Recreation Department by work order. Time is of the essence. All work under this contract shall be completed prior to October 31, 2018.

ARTICLE V. Contractor is an independent contractor and as such is not an agent or employee of City. Additionally, Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion hereof, without previous written consent of City. No subcontracts or other transfer of this Agreement shall release Contractor of its liability under this Agreement.

ARTICLE VI. Contractor agrees to secure and maintain throughout the duration of this Agreement (on an occurrence basis unless otherwise agreed to), insurance of such types and in at least such amounts as required herein from an insurance company licensed to do business in the State of Missouri and from a company which carries a Best's Policyholder rating of "A" or better and carries at least a Class "X" financial rating, unless otherwise agreed to by the City. Contractor shall provide certificate(s) of insurance confirming the required protection on standard Acord forms. The certificate(s) are to be filed with City prior to commencement of any work. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s).

Excess/Umbrella Liability

Each Occurrence.....$5,000,000
Aggregate.....$5,000,000

General Liability

Limits

Each Occurrence.....$ 1,000,000
Damage to Rented Premises.....$100,000
Medical Expense Limit..... $5,000
Personal & Advertising Injury.....$ 1,000,000
General Aggregate Limit.....$ 2,000,000
Products/Completed Operations
.....$1,000,000
General Aggregate $1,000,000
Fire Damage Limit $50,000

Policy **MUST** include the following conditions:

(a) Contractual Liability and Independent Contractors; and
(b) Explosion, Collapse & Underground, if applicable.

Automobile Liability
Policy shall protect the contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

A) Any Auto
OR
B) All Owned Autos;
Hired Autos; and
Non-Owned Autos

Minimum Limits
Automobile Liability

Combined Single Limit.....	$ 1,000,000
Each Occurrence Limit.....	$ 1,000,000
Medical Expense Limit.....	$ 5,000

Notwithstanding the foregoing, should Contractor not own any automobiles, the automobile liability requirements shall be amended to allow Contractor to maintain only Hired and Non-Owned Auto protection.

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

Employers' Liability

Bodily Injury by Accident:	$1,000,000 Each Accident
Bodily Injury by Disease:	$500,000 Policy Limit
Bodily Injury by Disease:	$500,000 Each Employee

ARTICLE VII. For purposes of this Agreement, Contractor hereby agrees to indemnify and hold harmless City, its employees and agents from any and all loss where loss is caused or incurred in whole or in part as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents and subcontractors /assignees and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this contract that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of City or any third party for whom Contractor is not responsible.

In the case of any claims against City, its employees or agents indemnified under this contract, by an employee of Contractor, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this contract shall be limited to those losses caused by the negligence of Contractor but, shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts. Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of City or any third party for whom Contractor is not responsible.

ARTICLE VIII. 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.

ARTICLE IX. Contractor specifically acknowledges and confirms that: 1.) Contractor has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and knowingly accepts same; 2.) Contractor has furnished copies of this Agreement to Contractor's insurance carrier(s); and 3.) Contractor's insurance carrier(s) agree to be bound as specified in this Agreement, as set forth in the insurance policy(ies) pertaining to liability coverage. 4.) Contractor has given Park and Recreation Director written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Park and Recreation Director is acceptable to Contractor.

ARTICLE X. City and Contractor specifically agree that this Agreement is 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 XI. City and Contractor agree to the following additional condition(s):

1. The number of mowings is estimated, and is not guaranteed. In some years there will be fewer mowings due to dry weather, and in other years there will be more mowings due to wet weather.
2. All mowing will be by Work Order only, which will control the frequency and start date of each mow.
3. All billing, scheduling, and inspecting will be initiated by the Parks Department.
4. The City will award the contract according to the most advantageous (to the City).
5. The contract(s), once awarded, may be renewed twice for an additional one-year period.

ARTICLE XII. If the contractor and owner agree, this contract may be renewed for a period of not more than two (2) additional contract periods, within 90 days of the conclusion of the current contract period.

If the renewal option(s) is exercised, the Contractor shall charge the **Parks Department** the same prices as quoted originally, except with the provision that the Contractor may increase their charge by an amount not-to-exceed the percentage quoted with this original bid. However, the **Parks Department** is under no obligation to pay the maximum increased price and may negotiate for the most advantageous price.

Renewal options will be considered in the evaluation of this bid. Bids will be evaluated on first year pricing as well as renewals.

ARTICLE XIII. This Agreement 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 by written agreement signed by both parties.

ARTICLE XIV. 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 XV. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XVI. Contractor shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the work. Contractor shall secure all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

ARTICLE XVII. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as a stringent as an approved OSHA program as required by Section 292.675, RSMo.

All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period.* If they cannot do so within 20 days of a request for such documentation, they must be removed from the project.

Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XVIII. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00) plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Article XVI above.

The penalty described in the first paragraph of this Article shall not begin to accrue until the time periods described in Article XVII above have lapsed.

Violations of Article XVII above and imposition of the penalty described in this Article shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIX. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

ARTICLE XX. Start and end times for mowing shall be as stated in the Technical Specifications section of the "City of Raytown Permitting, Development, Design Criteria, & Technical Specifications Manual".

ARTICLE XXI. A "PDF" copy of this bid can be obtained at **www.raytownparks.com** , located near the bottom of the home page – ***"Bids in Progress"***.

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

ARTICLE XX. City and Contractor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

ARTICLE XXI. City and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

ARTICLE XXII. Pursuant to 2825.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

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

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

ARTICLE XIII. Should any provision of this Agreement or the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s)

shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Raytown, Missouri has caused this Agreement to be executed on its behalf and Contractor through Contractor's duly authorized officer or representative has executed two (2) counterparts of this Agreement in the prescribed form and manner, the day and year first above written.

This Agreement will be effective on August 22, 2018 (which is the Effective Date of the Agreement)

OWNER:

CITY OF RAYTOWN, MO

By: print Damon Hodges

sign Damon L Hodges

title Assistant City Administrator

Attest: print Teresa Henry

sign Teresa Henry

title City Clerk

Address for giving notices:

Raytown City Hall

10000 E. 59th Street

Raytown, MO 64133

CONTRACTOR:

Infinity Building Services, LLC

By: print Bobby McKenzie

sign

title Owner

(if Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: print

sign

title

Address for giving notices:

PO Box 2488

Lee Summit MO 64063

License No.: _____
(where applicable)

(Owner is a public body, attach evidence of authority to sign & resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

AFFIDAVIT
(as required by Section 285.530, Revised Statures of Missouri)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

(a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: Infinty Building Services

Company:

Address: PO Box 2488 Lees Summit MO

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

2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raytown: Project:_____

Date Recd: 3-1-18
Time Recd: 9:40
Initials: MA

CITY OF RAYTOWN, MISSOURI
AGREEMENT FOR PUBLIC IMPROVEMENTS

BID FORM

PROJECT: **2018 RAYTOWN PARKS MOWING CONTRACT**

TO: CITY OF RAYTOWN
JACKSON COUNTY, MISSOURI

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

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

BIDDING COMPANY: Infinity Building Service, LLC

		A		B	= A x B
	Parks Grounds Maintenance BASE BID	**Est. # of times**	**Approx. Frequency (Size Estimated)**	**Cost Per Mowing**	**Approx. Season Cost**
P-K1	Kenagy Park, 79th Street & Raytown Road, All areas except ball field	16	1 to 2 weeks 13 acres	$375.00	$6,000.00
P-K2	Kenagy Park, 79th Street & Raytown Road, Ball field only	16	1 to 2 weeks 2 acres	$50.00	$800.00
P-MS	Minor Smith Park, 81st Street & Ash	16	1 to 2 weeks 8.5 acres	$300.00	$4800.00
P-SW	Southwood Park, 81st Terrace & Arlington	16	1 to 2 weeks 6 acres	$200.00	$3200.00
P-KP1	Kritser Park, 75 St. & Westridge & Woodson all of Park	16	1 to 2 weeks 12 acres	$337.50	$5400.00
P-LBT1	Little Blue Trace Park, 87th Street & 350 Hwy, All areas except athletic fields	16	1 to 2 weeks 22 acres	$200.00	$3200.00
P-LBT2	Little Blue Trace Park, 87th Street & 350 Hwy Cost to Mow Ball Fields 1, 2, 3 and 4	16	1 to 2 weeks 4.5+/- acres	$100.00	$1,600.00

TOTAL BASE BID = ***(P-K1) + (P-K2) + (P-MS) + (P-SW) + (P-KP1) + (P-LBT1) + (P-LBT2)***	25,000.00

Parks & Recreation Dept. Total BASE BID in Words: twenty five thousand dollars

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	Parks Grounds Maintenance **BID ALTERNATES ***	Est. # of times	Approx. Frequency (Size Estimated)	Cost Per Mowing	Approx. Season Cost
P-C1	Colman Park, 5912 Lane, All areas except office area and ball field	(To be Determined)	11 acres	$300.00	N/A
P-C2	Colman Park, 5912 Lane, Ball field only	(To be Determined)	1.66 acres	$50.00	N/A
P-LBT3	Little Blue Trace Park, 87th Street & 350 Hwy Cost to mow each Soccer field area (2 at this location), Cost to Mow any **one** of the 2 soccer fields – one time.	(To be Determined)	1 to 2 weeks 3.4 acres ea.	$80.00	N/A
P-LBT4	Little Blue Trace Park, 87th Street & 350 Hwy Cost to Mow any **one** of the 4 ball fields - one time			$25.00	
P-SS	Super Splash, Raytown Road & 53rd Place	(To be Determined)	20,000sq.ft bag 65,000sq.ft not	$200.00	N/A
P-BMX	BMX Race Track, 12605 Frost Road	(To be Determined)	4 acres	$100.00	N/A
P-RT1	Rice-Tremonti Home, 8801 E. 66th Street	(To be Determined)	3.75 acres	$100.00	N/A
P-RT2	Rice-Tremonti – Rental Property, 8805 E. 66th Street	(To be Determined)	1 acre	$50.00	N/A
P-Reap	Vacant Lot next to REAP, 75th Street & Elm	(To be Determined)	1 to 2 weeks 0.5 acres	$40.00	N/A

**These locations will be mowed by vendor on an as-need basis as directed by the mowing work order.*

Contract Renewal: Percentage increase for 2019 Renewal: 0 %

Percentage increase for 2020 Renewal: 0 %

Quick Pay Option: 0 % 0 DAYS NET: 15

The project will be awarded based on the most responsible and responsive bid received for the Bid.

1. In submitting this Bid, the undersigned declares that it is of lawful age and executed this Bid on behalf of the Bidder named herein, and that the undersigned has lawful authority to do so. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons, of any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with Bidder in said Bid or Bids, until after the sealed Bid or Bids are opened.

2. The undersigned further declares that it has carefully examined the Notice to Bidders and other Contract Documents, and that it has inspected the actual location of the Work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form the undersigned on behalf of the Bidder waives all right to plead any misunderstanding regarding the same.

3. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute the Agreement within ten (10) calendar days from and after Notice of Award of the Agreement is delivered to the Bidder, and failure of the Bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as performance.

5. It is understood that the City will pay monthly pay estimates submitted in accordance with the City of Raytown's claims policy and approved by the Raytown Parks and Recreation Director, all as provided in the Contract Documents.

6. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

_____

_____

Dated this 28th day of February, 2018.

Contractor: Infinity Building Service, LLC

Print name: Bobby Mckenzie

Title: Owner

Address: P.O. BOX 2488
Lee's Summit MO 64063

Phone #: 816-564-9639

Email: infinitybuildingcembargmail.com

STATE OF MISSOURI
COUNTY OF JACKSON

SUBSCRIBED AND SWORN TO BEFORE ME THIS 28th DAY OF February IN THE YEAR 2018

Nancy Candelas
NOTARY

NANCY CANDELAS
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 5/17/2020
COMMISSION # 16867415

REFERENCES ATTACHMENT

OWNER: CITY OF RAYTOWN, MISSOURI

CONTRACTOR: _____

WORK: 2018 Raytown Parks Mowing Project

BID NO.: 18-03-01 2018

REFERENCE

Public Owner: Kessinger/Hunter

Project/Contract Name: _____

Location of Project: KC Metro

Contract Price: 100,000 +

Project Started: _____ Completed: _____

Owner's Representative (Name and Telephone):
Ed Feltman
816-392-2133

Bidder's Representative (Name and Telephone): _____

Scope of Project: Landscape: Mowing

REFERENCE

Public Owner: Kessinger/Hunter

Project/Contract Name: _____

Location of Project: KC Metro

Contract Price: 100,000 +

Project Started: _____ Completed: _____

Owner's Representative (Name and Telephone):
Leland Hawley
816-918-8394

Bidder's Representative (Name and Telephone): _____

Scope of Project: Landscape: Mowing

REFERENCE

Public Owner: Kessinger/Hunter

Project/Contract Name: _____

Location of Project: KC Metro

Contract Price: 100,000 +

Project Started: _____ Completed: _____

Owner's Representative (Name and Telephone):
Vaughn Trubble
816 365-9013

Bidder's Representative (Name and Telephone): _____

Scope of Project: Landscape: Mowing

REFERENCE

Public Owner: _____

Project/Contract Name: _____

Location of Project: _____

Contract Price: _____

Project Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

Bidder's Representative (Name and Telephone): _____

Scope of Project: _____

PERSONNEL QUALIFICATIONS and PRIMARY STAFF CONTACT INFO:

Please submit the Name, Title, Years of Experience, and Cell Phone Numbers (or other preferred form of contact) for all management and field management personnel that will be involved with the City of Raytown project, 2018 Raytown Parks Mowing Project.

NAME	TITLE	YEARS OF EXPERIENCE	CELL PHONE NUMBER
Hank mckenzie	Crew leader	7	816-799-7560
Cameron Fleet	Crew leader	7	1-303-877-5345
Ron Smith	Crew leader	20	

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF Jackson

_____ being first duly sworn, deposes and says that he is

Robert McKenzie - Owner
Title of Person Signing

of Infinity Building Service, LLC
Name of Bidder

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

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

BY _____

BY _____

BY _____

SWORN to before me this 28th day of February 2018.

Nancy Candelas
Notary Public

NANCY CANDELAS
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 5/17/2020
COMMISSION # 16867415

My Commission Expires: 05/17/2020

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AFFIDAVIT OF WORK AUTHORIZATION

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

Infinity Building Service, LLC is enrolled and will continue to participate in a federal work
company name

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

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

I also affirm that Infinity Building Service LLC does not and will not knowingly employee a person who is
company name

an unauthorized alien in connection with the contracted services related to _____ for the duration
bid number

of the contract, if awarded.

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

Signature (person with authority)	Robert Mckenzie Printed Name
Owner Title	2-28-18 Date

Subscribed and sworn to before me this 28th day of February, 2018. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 17th day of 05, 2020.

Nancy Candelas Signature of Notary	2/28/18 Date

NANCY CANDELAS
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 5/17/2020
COMMISSION # 16867415

Rev 01-2018

AFFIDAVIT
(as required by Section 285.530, Revised Statures of Missouri)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

(a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: Robert Mckenzie

Company: Infinity Building Service, LLC

Address: P.O. Box 2488 Lee's Summit MO 64063

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

2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raytown: Project:_____

STATE OF MISSOURI
COUNTY OF JACKSON

SUBSCRIBED AND SWORN TO BEFORE ME THIS 28th DAY OF February IN THE YEAR 2018

Nancy Candelas
NOTARY

NANCY CANDELAS
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 5/17/2020
COMMISSION # 16867415

CITY OF RAYTOWN
Request for Board Action

Date: January 11, 2019 **Resolution No.: R-3171-19**
To: Mayor and Board of Aldermen
From: Damon Hodges, City Administrator

Department Head Approval: _____

Finance Director Approval: _____(only if funding is requested)

City Administrator Approval: _____

Action Requested: Authorize and approve the purchase of parts and repairs from RED Equipment for the maintenance and operation of City-owned sewer maintenance equipment in excess of $15,000.00, but within budgeted amounts.

Recommendation: Staff recommends for approval.

Analysis: The City of Raytown Unit 252 had a rear pump motor failure (piston came apart). The sewer pump vehicle was sent to Red Equipment for an estimate. The estimate was $16,040.00 with a four-week lead time on parts. The value of the truck and the fact that it is not scheduled for replacement for another three years, it would be in our best interest to replace the motor, allowing for additional years of service. We recently replaced the rear pump which was around $9,000.00 dollars. A replacement truck will be around $150,000.00. The estimated current value of an operating vehicle would be $60,000.00. Purchasing policy requires staff to seek additional purchasing authority for any vendor in excess of $15,000.00 single or cumulative purchases within a fiscal year.

Fund Balance is $42,750.00

Alternatives: Do not approve the resolution and put off additional repairs and purchases until a later date.

Budgetary Impact:

☐ Not Applicable
☒ Budgeted item with available funds
☐ Non-Budgeted item with available funds through prioritization
☐ Non-Budgeted item with additional funds requested

Account Number(s):	501.62.00.100.55000
Department:	Public Works-Sewer Fund
Amount to Spend:	$18,000.00

Additional Reports Attached: Quote

RESOLUTION NO.: R-3171-19

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH RED MUNICIPAL AND INDUSTRIAL EQUIPMENT CO. FOR THE PURCHASE OF PARTS AND REPAIRS RELATED TO THE MAINTENANCE AND OPERATION OF CITY-OWNED EQUIPMENT IN AN AMOUNT NOT TO EXCEED $16,040.00 FOR FISCAL YEAR 2018-2019

WHEREAS, the City of Raytown purchases parts and repairs from Red Municipal and Industrial Equipment Co. for the maintenance and operation of City-owned equipment; and

WHEREAS, Red Municipal and Industrial Equipment Co. is the sole local provider of such parts and repairs; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has required Board of Aldermen approval for purchases in which the cumulative value with a single vendor exceeds $15,000.00 during the fiscal year; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has further approved the practice of purchasing goods and services from sole source vendors without competitive bid; 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 expenditure of funds for parts and repairs from Red Municipal and Industrial Equipment Co. related to the maintenance and operation of city-owned equipment, as a sole source vendor, in an amount not to exceed $16,040.00 for fiscal year 2018-2019;

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

THAT the expenditure of funds for parts and repairs from Red Municipal and Industrial Equipment Co. related to the maintenance and operation of city-owned equipment, as a sole source vendor, in an amount not to exceed $16,040.00 for fiscal year 2018-2019 is hereby authorized and approved; and

FURTHER THAT the City Administrator is authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated herein 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 15th day of January, 2019.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

5206 East 9th Street
Kansas City, MO 64124
(o) 816-231-2005
(f) 816-461-8511

Quotation

DATE: JANUARY 10TH, 2019

Contact Information:

Customer: CITY OF RAYTOWN
Contact: JEFF MCGILL
Address: 6417 RAILROAD STREET
RAYTOWN, MO 64133

Office: 816.585.9726
Fax:
Cell:
Email: jeffm@raytown.mo.us

Description: POWER END MYERS PUMP

Red Municipal and Industrial Equipment Co is pleased to offer the following quote for the above mentioned equipment:

ITEM NO	QTY	Cost per Unit	DESCRIPTION:	BID PRICE
MYERSPWREND	1	$ 15,600.00	PISTON PUMP POWER END ASSY; LH	$ 15,600.00
LABOR	18	$ 100.00	LABOR PER HOUR	$ 1,800.00
SHOP	1	$ 200.00	SHOP SUPPLIES INCL. OIL	$ 200.00
DISCOUNT	1	$ (1,560.00)	10% DISCOUNT ON PUMP	$ (1,560.00)

Total* **$16,040.00**

*Total does not include freight/handling or taxes if applicable. Total is estimate only. Final invoice may be +/-

Signature: Red Municipal and Industrial Equipment Co

Accepted By

Please attach formal Purchase Order to this signed Quotation as acceptance of this Quotation and the Terms and Conditions attached.

Purchase Order # _____

TERMS AND CONDITIONS:

1) TERMS OF PURCHASE

These general terms and conditions apply to the purchase by the buyer from the seller of any goods, supplies, parts, materials and/or equipment described in the purchase order attached. All such purchases are expressly limited to and conditioned upon acceptance of the Purchase Order. These Terms, along with the Purchase Order and any agreement under which the Purchase Order was issued, are deemed to be an agreement to purchase by the Buyer.

2) PRICE AND PAYMENT

Compensation and prices for any Goods or Services purchased will be as set forth in the Purchase Order or other written agreement under which the Purchase Order was issued.

3) TAXES, DUTIES AND OTHER CHARGES

Seller and its agents and others for whom Seller is responsible will comply strictly with the federal, state, and local tax laws that are applicable to the performance of any Services or providing any Goods under the Purchase Order.

4) FORMAL PURCHASE ORDER FROM BUYER

This Quotation, upon acceptance, must be accompanied by a formal Purchase Order from the Buyer. Any Change Orders must be approved, in writing, by both the Seller and the Buyer. No verbal instruction or agreement will alter the requirements of this Quotation.

Public Works Department

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

January 10, 2019

To: Teresa Henry

From: Jeff McGill

Re: RBA for spending over $15,000 with Red Municipal and Industrial Equipment Co.

Red Municipal and Industrial Equipment Co is the sole source supplier for OEM replacement parts for Vac-Con equipment in Missouri.