

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, May 8, 2023
6:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

- National Public Works Week Proclamation (pg 175)

5. Personal Appearances

6. Staff Reports

- A. Development Services (pg 7)
- B. Monthly Court Report (pg 13)
- C. Police/Emergency Management (pg 15)

7. Committee Reports

8. Consent Agenda

The items on the Consent Agenda are approved by a single action of the City Council. If any Councilmember would like to have an item removed from the Consent Agenda and considered separately, they may so request.

- A. City Council Meeting Minutes, April 24, 2023 (pg 19)

9. Unfinished Business - Second Reading

- A. Budget Amendment - Cul-de-sac and Hubach Hill Road Mill and Overlay

Reference: - Agenda Item Information Sheet (pg 29)
- Bill 3800 (pg 34)

Staff is requesting additional funding for the FY 2023 Street Preservation Project to expand the program to include deteriorated cul-de-sacs in the

Stonegate neighborhood at the locations shown on the attached map and repairs to Hubach Hill Road east of School Road.

- City Council, 04/24/2023: Approved 7-0

B. Budget Amendment - Mazuma Force Main

Reference: - Agenda Item Information Sheet (pg 37)
- Bill 3801 (pg 40)

Staff is requesting a budget amendment in the amount of \$15,560.60 to provide funding for increased costs in the form of rock removal associated with relocating the force main to avoid utility conflicts and removal to mature trees on the Credit Union Site.

- City Council, 04/24/2023: Approved 7-0

10. New Business - First Reading

A. Rezoning 103 S. Jefferson Street - C-2/OT to R-1/OT (public hearing)

An application filed by property owner David Leonard requesting the rezoning of 2 lots contained within the property at 103 S. Jefferson Street. At the request of the applicant, the rezoning request has been withdrawn due to the pending sale of the property. As the notice of public hearing was advertised, the Council shall open and close the public hearing. No other action is required.

B. Award of Contract - Harmon Construction Inc.

Reference: - Agenda Item Information Sheet (pg 45)
- Bill 3803 (pg 47)
- Contract (pg 49)

The expansion of the Raymore Activity Center was approved by voters as part of the 2020 GO Bond issue. Staff is recommending a contract with Harmon Construction Inc. for the construction of Phase II of the Raymore Activity Center.

- Parks and Recreation Board, 04/25/2023: Approved 6-0

C. Budget Amendment - Raymore Activity Center Phase II

Reference: - Agenda Item Information Sheet (pg 91)
- Bill 3804 (pg 93)

Staff is requesting a budget amendment to properly allocate expenses associated with Phase II of the Raymore Activity Center.

D. J&M Displays - Fireworks Contract

Reference: - Agenda Item Information Sheet (pg 95)
- Bill 3805 (pg 97)
- Contract (pg 99)

Staff is recommending a contract with J&M Displays for the annual fireworks display at the Spirit of America Celebration.

- | |
|--|
| <ul style="list-style-type: none">• Parks and Recreation Board, 10/25/2022: Approved 6-0 |
|--|

E. Award of Contract - Police Firing Range Fence

Reference: - Agenda Item Information Sheet (pg 115)
- Bill 3806 (pg 117)
- Contract (pg 120)

This project calls for the installation of a fence around the perimeter of the Police Firing Range. Staff is recommending award of this contract to Brockmiller Construction.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 04/17/2023 (pg 161)
 - City Council Work Session notes, 05/01/2023 (pg 163)
 - Parks and Recreation Minutes, 03/28/2023 (pg 165)
 - Planning and Zoning Commission Minutes, 03/21/2023 (pg 169)
-

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss litigation as authorized by RSMo 610.021 (1).

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

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

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816) 331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.

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

Staff Reports



MONTHLY REPORT

APRIL 2023

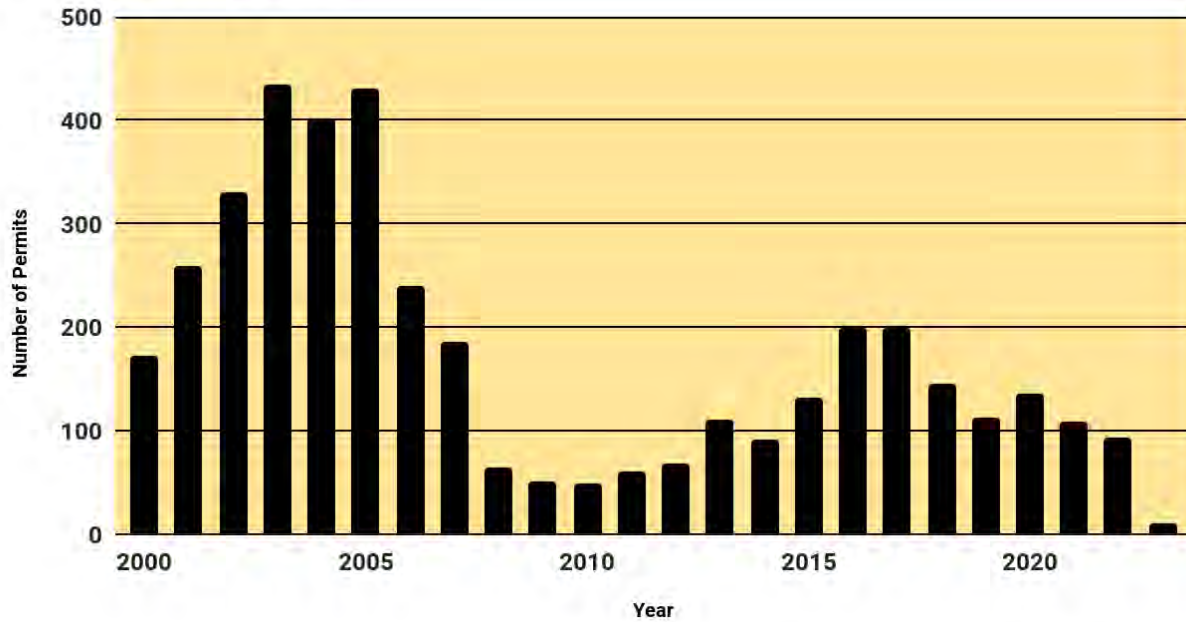
Building Permit Activity

Type of Permit	APR 2023	2023 YTD	2022 YTD	2022 Total
Detached Single-Family Residential	7	11	64	94
Attached Single-Family Residential	0	0	58	238
Multi-Family Residential	0	0	0	15
Miscellaneous Residential (deck; roof)	78	200	214	763
Commercial - New, Additions, Alterations	0	12	6	20
Sign Permits	3	15	6	49
Inspections	APR 2023	2023 YTD	2022 YTD	2022 Total
Total No. of Inspections	498	1,872	1,690	6,264
Residential Inspections	251	936	-	-
Commercial Inspections	247	936	-	-
Valuation	APR 2023	2023 YTD	2022 YTD	2022 Total
Total Residential Permit Valuation	\$2,555,500	\$3,537,400	\$28,394,600	\$69,322,400
Total Commercial Permit Valuation	\$0	\$17,326,900	\$30,504,700	\$93,784,200

Additional Building Activity:

- Vertical construction continues on the residential apartment buildings within The Depot community. Significant progress has been made on the clubhouse and fitness center.
- Staff continues review and inspections at the Southern Glazer's distribution center as they continue the buildout of their facility at 1100 S. Dean Avenue.
- Site work commenced on the utility improvements for Building 3 within the Raymore Commerce Center (1300 S. Dean Avenue) to support the location of Nuuly, a subsidiary of Urban Outfitters.
- Plans were received for the 2nd of tenant finish plans for the build out of Nuuly's facility in Raymore.
- Inspection activity continues at the Venue townhome development at North Cass Parkway and Dean Avenue.
- Construction plans were received for the Ascend at Raymore townhome community, north of Dawn Street.

Single Family Building Permits



CODE ENFORCEMENT ACTIVITY

Code Activity	APR 2023	2023 YTD	2022 YTD	2022 Total
Code Enforcement Cases Opened	55	198	208	705
<i>Notices Mailed</i>	-	-	-	-
-Tall Grass/Weeds	0	1	3	144
- Inoperable Vehicles	28	106	85	221
- Junk/Trash/Debris in Yard	11	37	28	122
- Object placed in right-of-way	0	3	3	10
- Parking of vehicles in front yard	2	6	17	46
- Exterior home maintenance	6	19	32	73
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	1	1	0	55
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	4	4	0	0
Signs in right-of-way removed	41	203	350	1,184
Violations abated by Code Officer	4	17	36	76

DEVELOPMENT ACTIVITY

Current Projects

- Comprehensive Plan RFQ Award
- Sunset Villas Senior 55+ Community Site Plan
- Madison Valley 2nd Final Plat
- Saddlebrook Preliminary Plat
- Department Budget Review

ACTION OF BOARDS, COMMISSIONS & CITY COUNCIL

April 4 , 2023 Planning and Zoning Commission

- Meeting Canceled (APA National Conference)

April 10, 2023 City Council

- 2nd Reading - Easement Vacation, 807 Bridgeshire Drive

April 18, 2023 Planning and Zoning Commission

- Meeting Canceled

April 24, 2023 City Council

- 1st Reading - Timber Trails Mixed Use PUD Rezoning and Preliminary Plan (public hearing) - Recommended approval

UPCOMING MEETINGS MAY & JUNE

May 2, 2023 Planning and Zoning Commission

- Site Plan, Sunset Villas Senior 55+ Community
- Rezoning, 103 S Jefferson Street - C-2/OT to R-1/OT (withdrawn)

May 8, 2023 City Council

- 2nd Reading - Timber Trails Mixed Use PUD Rezoning and Preliminary Plan
- 1st Reading - Rezoning, 103 S Jefferson Street - C-2/OT to R-1/OT (withdrawn)

May 16, 2023 Planning and Zoning Commission

- Madison Valley 2nd Final Plat

May 22, 2023 City Council

June 6, 2023 Planning and Zoning Commission

- Saddlebrook Preliminary Plat (public hearing)

MARCH DEPARTMENT ACTIVITY

- City Planner Dylan Eppert participated in a pre-application workshop webinar hosted by the Mid-America Regional Council regarding funding through the Carbon Reduction Program.
- Vertical construction began on the Starbucks Coffee building at 1631 W. Foxwood Dr.
- A Certificate of Occupancy was obtained for Building 2 of the Raymore Commerce Center.
- Development Services Director David Gress, City Planner Dylan Eppert and HR Manager Shawn Auglar participated in the interview process for the Economic Development Director position.
- On April 12, 2023, City staff participated in a Good Neighbor Meeting for a rezoning application for the property located at 103 S. Jefferson St. The applicant is requesting to reclassify the existing zoning designation of 'C-2' General Commercial District to "R-1" Single-Family Residential District. The application has since been withdrawn.
- The Board of Adjustment held a public hearing on two applications for a variance regarding fences and approved both applications unanimously. They also elected officers and approved the meeting calendar for 2023.
- Development Services Director David Gress and City Planner Dylan Eppert met with a Cass County resident to discuss potential annexation and access.
- Development Services Director David Gress and City Planner Dylan Eppert participated in onboarding our newest Planning Commissioner Eric Smith, as well as two Board of Adjustments members, Lindsay Foster and Stephanie Velasco.
- City Planner Dylan Eppert met virtually with Richard Duncan to discuss Universal Design and creating a program that incorporates Universal Design citywide. Development Services staff applied to the Mid America Regional Council and were awarded funding that gave staff the ability to pursue a Universal Design program with the expertise of Richard Duncan.
- City Planner Dylan Eppert participated as a panelist at the "Age Positive 2023" conference hosted by Mid America Regional Council located at the Kauffman Foundation and Conference Center in Kansas City, Missouri.
- City Planner Dylan Eppert met with Richard Duncan, a Universal Design expert, to discuss potential options for implementation of a Universal Design program citywide as well as providing education to the public regarding Universal Design.

- City Planner Dylan Eppert participated in the First Suburbs Coalition hosted by the City of Grandview at The View Community Center.
- Development Services staff held a meeting with MODOT staff to discuss the City's Governor's Cost Share grant to facilitate the Dean Avenue road extension project, as well as the North Cass Parkway/Dean Avenue traffic signal.
- **Code Enforcement Officer Drayton Vogel celebrated four years with the City of Raymore!** Mr. Vogel is responsible for enforcing the Property Maintenance Code of the City of Raymore and addressing Code violations throughout the City.
- Development Services Director David Gress attended a Chamber of Commerce ribbon cutting ceremony for Raymore Family Dentistry, located at 109 S Madison. The Chamber also hosted a farewell celebration for Dr. Mary Kay Mitchell, who is retiring after many years in the community.
- The City Council held a public hearing on the proposed [22-acre mixed use development](#) located west of Dean Avenue, north of Johnston Drive, within the Timber Trails development. The Council voted 7-0 on first reading to recommend approval of the request.
- The materials for the May 2nd Planning and Zoning Commission meeting were posted online. The Commission will review a site plan request for [Sunset Villas](#), a proposed 98-unit 55+ senior living facility located north of Price Chopper, east of Johnston Parkway.



GIS ACTIVITY

- Update publication of services prior to yr2022 with unsupported functionality
- Improvements to active server pages (ASP.NET) still in use locally
- Infrastructure mapping/attribution for subdivisions accepted by resolution
- Missouri GIS Conference & workshops - Data cleaning with Python & 3D Analyst
- 3D scene of City, modeling of buildings & trees
- Addressing operations
- IT planning/research
- Customer service, mapping & printing as necessary
- Database server, portal & server administrative tasks
- Reindexing of portal and deletion of orphan items

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Raymore Municipal	Reporting Period: Apr 1, 2023 - May 1, 2023	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083			County: Cass County	Circuit: 17
Telephone Number: (816)3311712		Fax Number:		
Prepared by: ANGIE R DAVIS		E-mail Address:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		75	1,312	572
B. Cases (citations/informations) filed		5	122	25
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	3
3. court/bench trial - NOT GUILTY		0	1	2
4. plea of GUILTY in court		11	73	31
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	42	0
6. dismissed by court		0	8	1
7. <i>nolle prosequi</i>		0	4	1
8. certified for jury trial (not heard in Municipal Division)		0	0	1
9. TOTAL CASE DISPOSITIONS		11	128	39
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		69	1,306	558
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	56	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	32	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,647			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: Apr 1, 2023 - May 1, 2023
--------------------------	---------------------------------	---

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$15,326.00	Court Automation	\$1,137.19
Clerk Fee - Excess Revenue	\$1,507.63	Law Enf Arrest-Local	\$700.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$46.48	Overpayments Detail Code	\$45.00
Bond forfeitures (paid to city) - Excess Revenue	\$114.90	Total Other Disbursements	\$1,882.19
Total Excess Revenue	\$16,995.01	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$28,462.90
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$2,612.00
		Total Disbursements	\$31,074.90
Fines - Other	\$6,238.00		
Clerk Fee - Other	\$453.81		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$163.46		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,165.42		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$14.01		
Law Enforcement Training (LET) Fund surcharge	\$324.00		
Domestic Violence Shelter surcharge	\$648.00		
Inmate Prisoner Detainee Security Fund surcharge	\$324.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$255.00		
Total Other Revenue	\$9,585.70		

Police/Emergency Management Report

Emergency Management Staff Report for Monday, May 8, 2023

- I attended the week-long International Association of Emergency Managers (IAEM) Conference in November, held in Savannah, GA. I got to network with some great people, there were about 1500 attendees from all over the world, and I attended a number of interesting sessions. There was a session on Emergency Management for children, one from the National Weather Service, one on a tornado that struck a high school in South Carolina, Emergency Management issues at the southern border, and more. Overall, it was certainly very educational and beneficial.
- We navigated the winter weather season without any major issues. We only had a few days of any significant snowfall, and when we did it was cleared out or melted within a day or two. We did get a couple days of dangerously cold temperatures and winds. We were prepared to open up a warming center if needed. We ended up not needing to do that, but we were ready.
- I've been talking with one of our local churches about serving as a storm shelter if needed. The Pastor there is somewhat new (as I am here), and so we met a while back, took a tour of the church, and started building that working relationship, and we are prepared to use their facility if we need to.
- A few months back, I attended a training in Harrisonville hosted by the Red Cross. It was a training focused on how to set-up a temporary shelter- how to set up the different areas of a shelter, how to manage staff, how to interact with clients, etc. I'm working with Belton and Cass County to get a similar training hosted either here or in Belton soon for anyone who might be interested.
- City Hall participated in the statewide tornado drill that was held on March 7th. I know all of the area schools participated in that drill as well. We'll be conducting a fire drill at City Hall sometime in the next several weeks. That's a good opportunity for homes, businesses, etc to hold their own fire drills, as well.
- The Assistant Superintendent of the Ray-Pec School District asked me to review the District's Emergency Response Plan. I was happy to do that, and I offered some feedback and suggestions on some things I thought they might want to include going forward.
- I've recently been training with Chief Wilson on how to drive the Command Vehicle and getting myself familiar with how it operates. We also encountered recently that most of

the computer and electronic systems inside were not working, so we took it down to Transwest and got it all taken care of.

- Two weeks ago I presented at our Citizens Academy and shared a Powerpoint on Emergency Management.
- Finally, I wanted to share a reminder with everybody that the tornado sirens throughout Raymore are not meant to be heard if you are inside your house. If you're inside, you have your TV, weather radio, phone to alert you. The sirens are meant to be heard by those who are outside or in their cars. We always get questions about that, so I wanted to clarify again.

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, APRIL 24, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

Mayor Turnbow called the meeting to order at 6:00 p.m.

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business. Councilmember Forster was absent.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Public Works Director Mike Krass reviewed the staff report included in the packet. He noted that Justin Paith and Mike Donahoe attended the APWA Snow Conference in Omaha.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the packet. He congratulated Jeff Schmill for 25 years of service. He noted the ribbon-cutting ceremony for Hawks Nest playground will be May 1. He answered questions from Council.

City Manager Jim Feuerborn announced items for the May 1 work session and noted that HB 909 is on the Senate calendar and could be heard at any time. He answered questions from Council.

7. Committee Reports

8. Consent Agenda

- A. City Council Regular Meeting minutes, April 10, 2023**
- B. City Council Special Meeting minutes, April 10, 2023**
- C. Resolution 23-18: Acceptance of Public Improvements - Eastbrooke 3rd, Edgewater 8th & 9th**

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

9. Unfinished Business

10. New Business

A. Selection of Mayor Pro Tempore

Mayor Turnbow stated Section 3.4 of the City Charter, Mayor Pro Tempore, provides that the Council shall elect annually from among its members a Mayor Pro Tempore. The Mayor Pro Tempore shall assume the powers and duties of the Mayor during the absence or disability of the Mayor or if a vacancy occurs. While assuming the powers and duties of the Mayor during the physical absence in person or disability of the Mayor (until and if the seat is declared vacant), the Mayor Pro Tempore shall retain his/her vote as a Councilmember, but shall not possess the additional mayoral voting power provided by Section 4.4(a), and shall not possess the mayoral veto power provided by Section 4.4(c). While assuming the powers and duties of the Mayor following a vacancy, the Mayor Pro Tempore shall possess the Mayoral veto power provided by Section 4.4(c) and the Mayoral voting power provided by Section 4.4(a), but shall not retain his/her vote as a Councilmember.

Mayor Turnbow asked for nominations for Mayor Pro Tempore.

Councilmember Townsend nominated Councilmember Abdelgawad.

Councilmember Holman nominated Councilmember Barber. Councilmember Barber declined the nomination.

MOTION: By Councilmember Townsend, second by Councilmember Barber to accept Councilmember Abdelgawad as Mayor Pro Tempore by acclamation.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye

Councilmember Forster	Absent
Councilmember Holman	Nay
Councilmember Townsend	Aye

Mayor Turnbow announced Councilmember Abdelgawad has been selected to serve as Mayor Pro Tempore.

B. Governing Body Members on Planning and Zoning Commission

Section 465.020 (B) (4) of the Unified Development Code of the City Code provides that the Council shall designate whether or not it shall have a member serve on the Planning and Zoning Commission and the Mayor shall designate if they choose to be a member of the Commission and any such member shall serve for a one year term. Councilmember Holman recommended continuing with Mayor Turnbow serving on the Planning and Zoning Commission. Mayor Turnbow stated he would continue to serve on the Planning and Zoning Commission.

C. Timber Trails Mixed Use PUD Rezoning & Preliminary Plan (public hearing)

BILL 3802: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R-3AP" MULTIPLE-FAMILY RESIDENTIAL PLANNED DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, AND APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR THE TIMBER TRAILS MIXED USE DEVELOPMENT, A 22.31 ACRE TRACT OF LAND LOCATED NORTH OF JOHNSTON DRIVE AND WEST OF DEAN AVENUE, IN RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3802 by title only.

Mayor Turbow opened the public hearing at 6:10 p.m. and called for a staff report.

Development Services Director David Gress provided a review of the staff report included in the Council packet. Jake Loveless, representing Griffin Riley Property Group, is requesting the Planned Unit Development (PUD) rezoning and Preliminary Plan approval for the Timber Trails Mixed Use development, a 22.31 acre site containing a proposed hotel, retail strip center, and 299 apartment units within four buildings of varying heights, located west of Dean Avenue and north of Johnston Drive/Benton House. As this is a public hearing, he noted that this public hearing was properly advertised in the March 22, 2023 North Cass Herald newspaper and requested the following documents be entered into the record: mailed notices to property owners, notice of publication, Unified Development Code, application, Growth Management Plan, staff report, preliminary development plan, and memorandum of understanding. He reviewed the history of the property, noting the site was originally platted and zoned in 2004 as part of the overall Timber Trails Development and was originally approved for the development of 336 attached single family units (townhomes), of which 68 have been constructed to date, leaving 268 townhomes unbuilt for the approved plan for this site. The final plat of

the first phase approved in 2005 included the 17 buildings that are built today, which includes the 68 townhome units. A Good Neighbor Meeting was held on March 8, 2023, with no residents in attendance. Mr. Gress reviewed the zoning table for the request. A PUD allows for the application to define standards they would like to follow for the property, those are then reviewed by staff. Four deviations were requested by the applicant as part of the PUD: decrease in the minimum lot area from per dwelling unit from 2000 square feet to 1000 square feet, increase in the maximum building height for Lot 2 from 50 feet to 70 feet to accommodate a residential building, increase in the maximum building height for Lots 3 and 5 from 50 feet to 60 feet, and a minor decrease in the side yard setback at the northeast corner to accommodate the proposed residential building due to an odd property line. Five amenities were proposed as part of the PUD request and were included in the packet. He noted the comparative table showing the proposed density of this project compared to other residential projects in Raymore. Provisions of a PUD provides the Planning and Zoning Commission and City Council the ability to have more input on how the property develops, so within the MOU staff included a proposed phasing schedule for the three different components. At its March 21, 2023 meeting the Planning and Zoning Commission voted 7-1 to recommend approval of the rezoning request, subject to the conditions proposed by City staff.

Councilmember Townsend asked if there were concerns about the density. Mr. Gress stated that because there are other components of the development, it caused the density to jump higher in this project, such as the hotel and retail components, that take away from residential opportunities.

Councilmember Townsend asked if the traffic impact study recommendation from staff is a condition of development. Mr. Gress stated that should this item be approved, the next step in the process is for the applicant to file a final plan for each of the three components of the project. Staff's concerns have to do with access to Dean Avenue and that there wasn't enough information to approve or deny the access.

Councilmember Townsend asked what happens if the study came back as inadequate. Public Works Director Mike Krass stated that staff would continue to recommend that direct access to Dean Avenue not be provided. Councilmember Townsend noted they would have the access on Johnston Drive.

Councilmember Townsend inquired about access to the outer road. Mr. Krass stated the outer road is under MODOT jurisdiction and they would have to approve access to the outer road.

Mayor Turnbow pointed out two access points onto the outer road, noting that MODOT would have to approve both.

Councilmember Holman asked if there are other options for entry onto Dean Avenue should it not be approved, such as acceleration/deceleration lanes, traffic signal, etc. Mr. Gress stated yes, there are other options.

Councilmember Holman asked about the dissenting vote from the Planning and Zoning Commission action. Mr. Gress stated the dissenting vote was due to access to Dean Avenue and felt that regardless of a traffic study, access should not be allowed.

Councilmember Burke asked about emergency access between this project and the existing townhomes. Mr. Gress stated there won't be a connecting road, but there could possibly be permeable pavers to allow access for emergency vehicles.

Matt Tapp, representative of Griffin Riley Property Group, provided a detailed review of the development project. He reviewed the history of the company and similar projects they have developed. He discussed their request for the primary street running through the project to be public versus private and their request to have access onto Dean Avenue.

Mayor Turnbow commented on the access to Dean Avenue.

Councilmember Holman asked Mr. Tapp about the business model regarding ownership of their properties. Mr. Tapp stated that the intent of the company is to build and hold the property.

Councilmember Townsend asked about access to Dean Avenue and if it is identified as a future need as development occurs along the corridor. Mr. Krass stated that a traffic study was completed and staff is currently looking at options along the Dean Avenue corridor, and that each access point impacts traffic. He noted that the access point to Dean Avenue that is being requested is only a couple hundred feet from Johnston Drive, which is the appropriate access for this property.

Councilmember Baker asked what types of businesses have previously been in the retail component of their projects. Mr. Tapp stated restaurants and service type businesses are the common business types.

Mayor Turnbow opened the floor for public comments. Hearing none, he closed the public hearing at 6:39 p.m.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3802 by title only subject to the conditions outlined by staff recommendations.

DISCUSSION: Councilmember Abdelgawad stated this is a good first step to continue conversations surrounding this project.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Absent

Councilmember Holman Aye
Councilmember Townsend Aye

D. Budget Amendment - Cul-de-sac and Hubach Hill Road Mill and Overlay

BILL 3800: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2023 CAPITAL BUDGET TO PROVIDE ADDITIONAL FUNDING FOR THE FY 2023 STREET PRESERVATION PROJECT."

City Clerk Erica Hill conducted the first reading of Bill 3800 by title only.

Public Works Director Mike Krass reviewed the staff report included in the packet. He stated staff is requesting additional funding in the amount of \$194,121 to mill and overlay certain cul-de-sacs in the Stonegate neighborhood. In addition, \$25,000 of the requested amount is dedicated to repair Hubach Hill Road east of School Road.

Councilmember Abdelgawad asked if Hubach Hill is a county road. Mr. Krass stated there is a maintenance agreement with the county that includes a portion of Hubach Hill Road that is in the county.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3800 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Baker	Aye
Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Engert	Aye
Councilmember Forster	Absent
Councilmember Holman	Aye
Councilmember Townsend	Aye

E. Budget Amendment - Mazuma Force Main

BILL 3801: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2023 CAPITAL BUDGET TO PROVIDE ADDITIONAL FUNDING FOR THE MAZUMA FORCE MAIN PROJECT."

City Clerk Erica Hill conducted the first reading of Bill 3801 by title only.

Public Works Director Mike Krass reviewed the staff report included in the packet. He stated staff is requesting additional funds to cover unforeseen costs associated with the Mazuma Force Main Replacement Project. During the installation of the

force main in the vicinity of Conway Drive, conflicts were discovered between AT&T facilities that made it impossible to install the new main in the existing location. The force main was re-routed to avoid the conflicts. In doing so, a considerable amount of rock was encountered which resulted in increased construction costs exceeding the budget by \$15,560.60. Relocating the force main avoided the removal of two mature trees on the Credit Union site and the existing force main was left in service which eliminated the need to provide by-pass pumping during a heavy rain event.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3801 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers congratulated Jeff Schmill on his 25 years of service, noted the opening of the Hawks Nest playground, and congratulated Councilmember Abdelgawad on being chosen as Mayor Pro Tem.

Mayor Turnbow stated HB 909 was not brought up today in the Senate but could be soon.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 6:49 p.m.

Respectfully submitted,

Erica Hill
City Clerk

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 24, 2023

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3800: Budget Amendment - Cul-de-sac and Hubach Hill Road Mill and Overlay

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:

Amount of Request/Contract: \$149,121

Amount Budgeted: \$2,730,200

Funding Source/Account#: 36

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Location Map

REVIEWED BY:

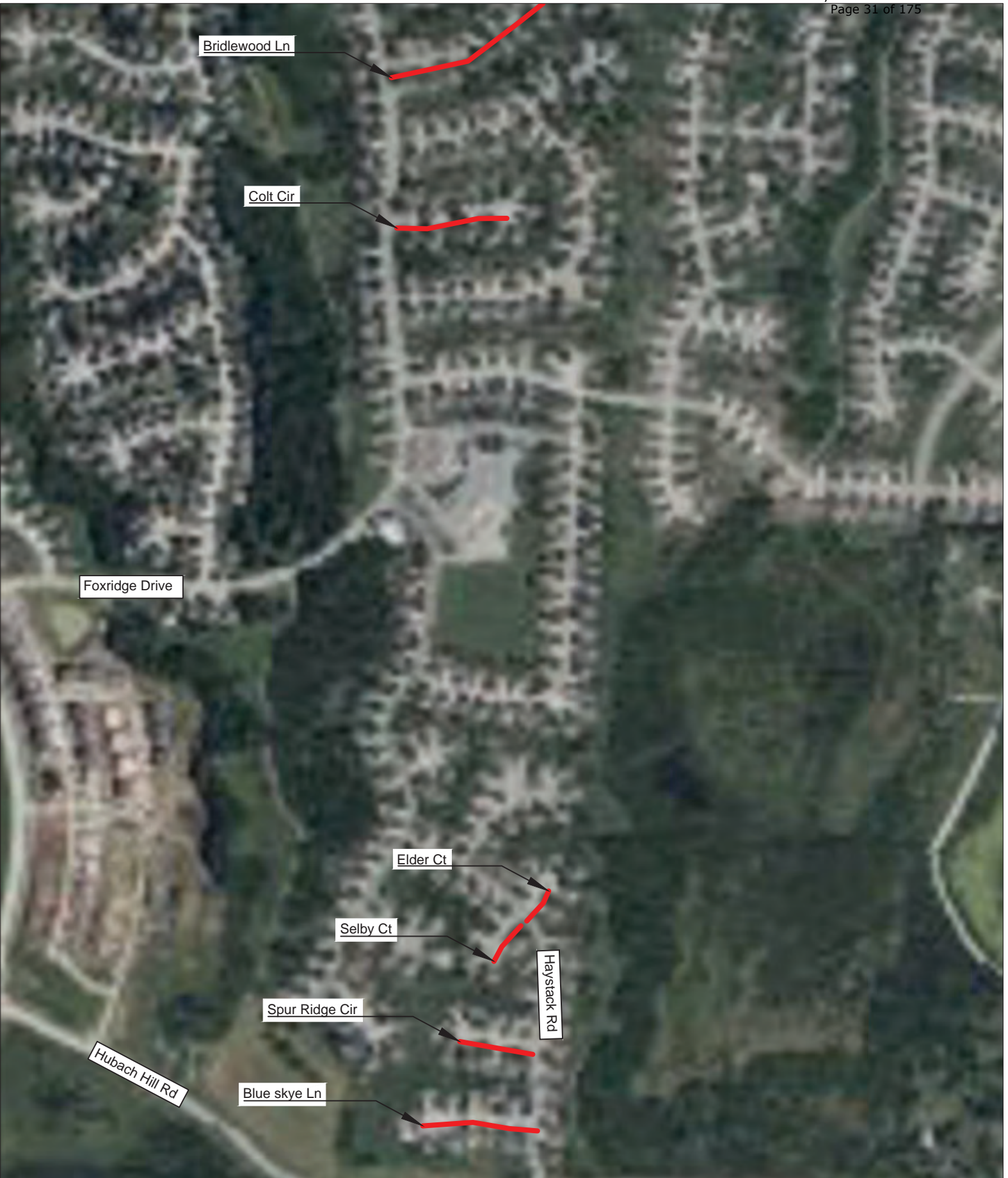
Jim Feuerborn

BACKGROUND / JUSTIFICATION

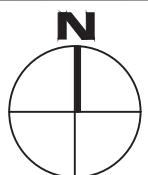
Staff is requesting additional funding in the amount of \$149,121 to mill and overlay the following cul-de-sacs in the Stonegate neighborhood:

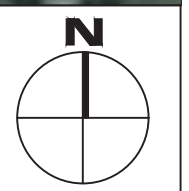
- Elder Court
- Selby Court
- Spur Ridge Circle
- Blue Skye Lane
- Bridlewood Lane
- Colt Circle

In addition, \$25,000 of the requested amount is dedicated to repair Hubach Hill Road east of School Road.



Stonegate Cul-de-sac Asphalt Overlay Streets





Transportation (36)

	2019-20	2020-21	2021-22	2021-22	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
	Actual	Actual	Budget	Projected	Council Adopted	Projected	Projected	Projected	Projected	Projected
Fund Balance										
Beginning of Year	198,330	96,392	332,662	298,372	805,002	430,871	658,116	910,695	1,191,548	
Revenue										
Taxes										
Transportation Sales Tax	1,362,285	1,468,113	1,434,896	1,489,546	1,537,389	1,552,763	1,568,291	1,583,974	1,599,814	
Cass R&B Sales Tax	218,704	233,536	233,536	285,258	285,258	288,111	291,712	296,088	303,490	
Cass R&B Property Tax	187,926	164,545	164,545	181,250	181,250	183,062	185,350	188,131	192,834	
Interest	5,478	736	5,748	1,293	1,293	4,309	8,226	13,660	29,789	
Grant Funding - MARC - Foxridge Sidewalk	0	0	0	95,183	0	200,000	200,000	200,000	200,000	
Transfers In from Restricted Revenue Fund	0	0	180,000	180,000	0	100,000	100,000	100,000	100,000	
Transfers In from General Fund	0	0	-	170,000	200,000	200,000	200,000	200,000	200,000	
Transfers In from Excise Tax Fund										
Transfers In from Capital Improvement Fund										
Total Revenue	1,774,393	1,866,929	2,018,725	2,402,530	2,505,190	2,528,245	2,553,580	2,581,852	2,625,926	
Total Fund Bal & Revenues	1,972,724	1,963,321	2,351,387	2,700,902	3,310,192	2,959,116	3,211,695	3,492,548	3,817,474	
Expenditures										
General Fund Transfer	332,000	320,000	320,000	320,000	320,000	320,000	320,000	320,000	320,000	
Excise Tax Transfer	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	
Restricted Revenue Transfer	-	-	-	-	-	-	-	-	-	
Capital Projects (Budgeted / reconciled)										
Annual Curb Replacement	400,000	400,000	400,000	400,000	674,000	674,000	674,000	674,000	674,000	
Street Preservation	800,000	736,309	800,000	970,000	1,098,000	1,098,000	1,098,000	1,098,000	1,098,000	
BA Street Preservation - Cul-de-sacs					149,121					
Right of Way Infrastructure Repairs	108,332	131,208	150,000	150,000	159,000	159,000	159,000	159,000	159,000	
Hubach Hill Road Street Light		1,795								
Johnston Drive Street Light		3,950								
Lucy Webb Roundabout Additional Lighting		(5,745)								
Foxridge Sidewalk (Drake to Creekmoor Dr)	180,000	(62,569)								
Operation Green Light - Additional Cameras	6,000									
Falcon & Conдор Cul-de-sacs		65,000		(65,000)						
Roadside Trail Maintenance		25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	
EI Median at Kentucky & 58Hwy		150,000	150,000	15,900						
EI Foxridge Drive Street Modification		30,000	30,000	30,000						
Johnston Parkway Sidewalk Replacement		74,200		15,900						
Salt Dome Pad Repairs		330,000								
Sidewalk Replacement Program										
Total Expenditures	1,876,332	1,664,948	1,925,000	1,895,900	2,879,321	2,301,000	2,301,000	2,301,000	2,301,000	
Fund Balance (Gross)	96,392	298,372	426,387	805,002	430,871	658,116	910,695	1,191,548	1,516,474	
Less: Reserve Balance ()										
Available Fund Balance	96,392	298,372	426,387	805,002	430,871	658,116	910,695	1,191,548	1,516,474	

BILL 3800

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2023 CAPITAL BUDGET TO PROVIDE ADDITIONAL FUNDING FOR THE FY 2023 STREET PRESERVATION PROJECT."

WHEREAS, a budget amendment to the Fiscal Year 2023 capital budget is necessary to provide the additional funds for the FY 2023 Street Preservation Project in order to expand the project to include mill and overlay of cul-de-sacs in the Stonegate neighborhood and repair of Hubach Hill Road east of School Road.

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

Section 1. The City Manager is directed to amend the FY 2023 Budget to fund the Cul-de-sac and Hubach Hill Road Mill and Overlay Project as follows:

Budget	Budgeted FY 2023	Amendment	Change
Fund (36)	\$2,730,200	\$2,879,321	\$149,121

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 24TH DAY OF APRIL 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF MAY, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 24, 2023

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3801: Budget Amendment - Mazuma Force Main

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$15,560.60
Amount Budgeted: \$484,397
Funding Source/Account#: 54

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Staff is requesting additional funds to cover unforeseen costs associated with the Mazuma Force Main Replacement Project. During the installation of the force main in the vicinity of Conway Drive, conflicts were discovered between AT&T facilities that made it impossible to install the new main in the existing location.

The force main was re-routed to avoid the conflicts. In doing so, a considerable amount of rock was encountered which resulted in increased construction costs exceeding the budget by \$15,560.60.

Relocating the force main avoided the removal of two mature trees on the Credit Union site and the existing force main was left in service which eliminated the need to provide by-pass pumping during a heavy rain event.

Staff recommends approval of the budget amendment in the amount of \$15,560.60.

BILL 3801

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2023 CAPITAL BUDGET TO PROVIDE ADDITIONAL FUNDING FOR THE MAZUMA FORCE MAIN PROJECT.”

WHEREAS, a budget amendment to the Fiscal Year 2023 capital budget is necessary to provide the additional funds due to re-aligning the force main in order to avoid utility conflicts and tree removal and the need to excavate rock encountered at the new pipe location.

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

Section 1. The City Manager is directed to amend the FY 2023 Budget to fund the Mazuma Force Main Project as follows:

Budget	Budgeted FY 2023	Amendment	Change
Fund (54)	\$484,397	\$499,958	\$15,561

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 24TH DAY OF APRIL 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF MAY, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 8, 2023

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3803: Award of Contract - RAC Expansion Project - Harmon Construction Inc.

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2 Create a Physical Environment that Inspires a Sense of Pride in Public Space

FINANCIAL IMPACT

Award To:	Harmon Construction, Inc.
Amount of Request/Contract:	\$3,086,932.00
Amount Budgeted:	\$3,701,463.00
Funding Source/Account#:	2020 No Tax Increase Bond Issuance

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 2023	March 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	4/25/2023
Action/Vote:	6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid Documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

As part of the 2020 GO Bond, Raymore voters approved the expansion of the Raymore Activity Center. Bids were received for the Raymore Activity Center Phase 2 construction project and opened on March 8. Four (4) bids were received as follows:

Harmon Construction, Inc.	\$ 3,086,932
Crossland Construction Company, Inc	\$ 3,087,000
Royal Construction	\$ 3,238,000
Infinity Group, LLC	\$ 3,709,723

Staff has checked references for work recently performed for other public agencies. Additional reference checks and vetting were conducted as the low proposals were extremely close. Harmon Construction was determined to be the lowest and best bidder.

This contract is for construction of the facility. Additional features such flooring, volleyball poles, audio/video equipment, security, furniture, supplies, etc. are included in the budget above, but will be purchased and installed separate from this contract.

Raymore Activity Center - Expansion Funding Summary:

2020 Bond Funding	\$ 3,000,000
Park GO Bond Premium Unallocated	\$ 501,023
Park GO Bond Interest Unallocated	\$ 170,440
Park GO Bond Budget Amendment	\$ 30,000
Full Funding:	\$ 3,701,463

Expenses:

Design & Advertising	\$ 340,040
Testing & Surveying	\$ 3,000
Building Contract	\$ 3,086,932
Contract Contingency	\$ 154,000
Furniture/Equipment/IT	\$ 33,025
Gym Flooring	\$ 80,000
Total Expenses	\$ 3,696,997

Total Available Funding	\$ 3,701,463
Total Expenses	\$ 3,696,997
Remaining:	\$ 4,466

BILL 3803

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HARMON CONSTRUCTION, INC. FOR THE RAYMORE ACTIVITY CENTER EXPANSION PROJECT IN THE AMOUNT OF \$3,086,932 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Raymore Activity Center Expansion project was a 2020 No Tax Increase GO Bond project; and,

WHEREAS, the City Council finds the expansion improvements are necessary and finds it to be in the best interest of public health and wellbeing; and,

WHEREAS, Four bids for this project were received on March 8, 2023 and Harmon Construction, Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is hereby directed to enter into a contract with Harmon Construction, Inc. for the Raymore Activity Center Expansion project, attached as Exhibit A.

Section 2. The City Manager and City Clerk are directed to execute the contract on behalf of the City of Raymore.

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

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

DULY READ THE FIRST TIME THIS 8TH DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF MAY, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

RAYMORE ACTIVITY CENTER PHASE 2

This Contract for the Raymore Activity Center Phase 2, hereafter referred to as the **Contract** is made this 22nd day of May, 2023, between Harmon Construction, Inc., an entity organized and existing under the laws of the State of Kansas, with its principal office located at 18989 W. 158th St, Olathe, KS 66062, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of 22nd day of May, 2023 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 23-396-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 365 calendar days upon notice to proceed. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$3,086,932.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created by the Contractor within the work location and surrounding area.

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

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this

contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

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

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

ARTICLE VII
 RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not

simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 29) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or email to the Contractor.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or unsatisfactory services.

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2019 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction.
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

HARMON CONSTRUCTION, INC.

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

RAYMORE ACTIVITY CENTER PHASE 2

SCOPE OF SERVICES:

Raymore Activity Center Phase 2 construction of a 12,780 sq ft addition.

1. **SPECIFICATIONS WHICH APPLY**

See attached construction documents. Volumes 1, 2 and CD.

2. **SCHEDULE OF ALTERNATES**

See attached Volume 1, Section 01 23 00 as follows:

A. *Deduct Alternate No. 1:* Reduction of base project by removing the lower volume space located between gridlines F and H in the north south direction and gridlines 1.1 to 1.7 in the east west direction.

- a. Base Bid: taller volume PEMB gymnasium expansion along with lower volume PEMB studios.
- b. Alternate: Removal (deduct) of the lower volume PEMB studios, along with associated lighting, HVAC, RTU, finishes and counters, doors and windows, and hallway access. Not demolishing the lower height west elevation would be included in the deduct price. Omni block from grade to roof and double doors set in block at west elevation would remain.

B. *Deduct Alternate No. 2:* Removal of mezzanine, mezzanine stair and associated railings.

- a. Base Bid: Mezzanine included as shown in documents.
- b. Alternate: Removal (Deduct) of the decking associated with constructing the mezzanine floor, stairs to access and the required rails at the stairs. The lower wall construction to enclose STORAGE 114 and 114A and doors to access STORAGE 114 and 114A TO REMAIN as part of base bid. Removal of structured decking replaced with hipped roof similar to STORAGE 113.

3. **ADDITIONAL BIDDING INFORMATION**

3.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-396-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of May, 2023.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

5. In addition to the insurance provided above, Contractor shall at all times during the course of this building project secure and provide to the City of Raymore proof of a Builder's Risk Policy for this project and in place.

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 29 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

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

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may

be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

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

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and

participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

PROPOSAL FORM A

RFP 23-396-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Tim Harmon having authority to act on behalf of (Company name) Harmon Construction, Inc. do hereby acknowledge that (Company name) Harmon Construction, Inc. will be bound by all terms, costs, and conditions of this proposal for a period of 90 ³⁰ days from the date of submission; and commit to sign the Agreements. _→

FIRM NAME: Harmon Construction, Inc.

ADDRESS: 18989 W 158th St.
Street

ADDRESS: Olathe KS 66062
City State Zip

PHONE: 913-962-5888

E-MAIL: tharmon@harmonconst.com

DATE: 03-08-2023
(Month-Day-Year)

Tim Harmon / PRESIDENT
Signature of Officer/Title

DATE: 03-08-2023
(Month-Day-Year)

Dal SCA / Controller
Signature of Officer/Title

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

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

PROPOSAL FORM B

RFP 23-396-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

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

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

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

Required Representations

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

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C

RFP 23-396-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year and must demonstrate that they, or the principals assigned to this Project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past, not including the City of Raymore.

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

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

COMPANY NAME	City of Overland Park
ADDRESS	8500 Santa Fe Dr., Overland Park, KS 66212
CONTACT PERSON	Eric Keenan - Sr. Civil Engineer
CONTACT EMAIL	eric.keenan@opkansas.org
TELEPHONE NUMBER	913-895-6028
PROJECT, AMOUNT AND DATE COMPLETED	Central Fleet Maintenance Facility - \$13.8 Million, 2020

COMPANY NAME	City of Olathe
ADDRESS	13700 W. 151st St., Olathe, KS 66062
CONTACT PERSON	Jeff Blakeman - Sr. Project Manager
CONTACT EMAIL	jblakeman@olatheks.org
TELEPHONE NUMBER	913-971-9047
PROJECT, AMOUNT AND DATE COMPLETED	Municipal Court Security Improvements - \$618,000 - 2020

COMPANY NAME	Federal Aviation Administration - Central Region
ADDRESS	2300 E Devon Ave., Des Plaines, IL 60018
CONTACT PERSON	Melody McGovern - Contracting Officer
CONTACT EMAIL	melody.mcgovern@faa.gov
TELEPHONE NUMBER	847-294-7347
PROJECT, AMOUNT AND DATE COMPLETED	FAA Farmington Dewatering System - \$7.6 Million - 2021

COMPANY NAME	Cable Dahmer Dealerships
ADDRESS	1834 S Noland Rd., Independence, MO 64055
CONTACT PERSON	Carlos Ledezma - CEO/President
CONTACT EMAIL	cledezma@cabledahmer.com
TELEPHONE NUMBER	816-918-4404
PROJECT, AMOUNT AND DATE COMPLETED	KIA Dealership (Lee's Summit) - \$13 Million - 2017

COMPANY NAME	Olathe Ford
ADDRESS	1845 E Santa Fe St., Olathe, KS 66062
CONTACT PERSON	Sam Mansker - Owner/Dealer Partner
CONTACT EMAIL	sam@olatheford.com
TELEPHONE NUMBER	913-579-5248
PROJECT, AMOUNT AND DATE COMPLETED	Olathe Ford Lincoln Dealership - \$1.5 Million - 2012

State the number of Years in Business: 36 years

State the current number of personnel on staff: 20 employees

PROPOSAL FORM D

RFP 23-396-201

Proposal of Harmon Construction, Inc., organized and
(Company Name)
existing under the laws of the State of Kansas, doing business
as General Contractor (*) Corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 23-396-201 – Raymore Activity Center Phase 2.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 23-396-201

Raymore Activity Center Phase 2

Base Bid

Company Name Harmon Construction, Inc.

Total Base Bid for Project Number: 23-396-201

\$ 3,086,932

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

(\$ three million, eighty-six thousand, nine hundred thirty-two)

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

Deduct Alternate No. 1

\$ 451,929

In the blank above insert numbers for the Deduct Alternate No. 1

Deduct Alternate No. 2

\$ 105,359

In the blank above insert numbers for the Deduct Alternate No. 2

**BID PROPOSAL FORM E – RFP 23-396-201
CONTINUED**

Company Name Harmon Construction, Inc.

By 
Authorized Person's Signature

Tim Harmon, President
Print or type name and title of signer.

Company Address 18989 W 158th St.
Olathe, KS 66062

Phone 913 747-1052

Fax 913-962-5896

Email tharmon@harmonconst.com

Date 03-08-2023

ADDENDA
Bidder acknowledges receipt of the following addendum:

- Addendum No. _____
- Addendum No. _____
- Addendum No. _____
- Addendum No. _____
- Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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 _____ in person _____, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Tim J. Harmon

Company: Harmon Construction, Inc.

Address: 18989 W 158th St., Olathe, KS 66062

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 23-396-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

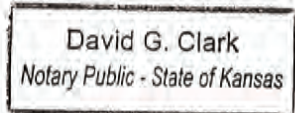
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Harmon Construction, Inc.
Company Name


Signature

Name: Tim J. Harmon

Title: President



STATE OF Kansas COUNTY OF Johnson

Subscribed and sworn to before me this 8th day of March, 2023.

Notary Public: David Clark

My Commission Expires: 8/26/2024 Commission # 1172552

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

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



Raymore Activities Center Phase 2
Raymore, MO
March 8, 2023

Proposal Documents

- 1 **Proposal based on drawings dated 1.31.2023**
- 2 **Proposal based on spec book dated 1.31.2023**
- 3 **Addendum #1 dated 3.3.2023 is included**

Bid Proposal Qualifications & Clarifications

- 1 Unforeseen Conditions are excluded.
- 2 Window treatment to be by Draper
- 3 Harmon to utilize electricity/heat/water from existing space.
- 4 Costs for special inspections are not included. Harmon will coordinate inspection scheduling.
- 5 Escalation pricing is not included.
- 6 Force majeure is in effect. Acts of God, viruses, supply chain disruptions, and events outside the control of contractor will be assessed and could cause the contract amount/duration to increase.
- 7 Building Permit fees are not included
- 8 Builders Risk insurance is included
- 9 Winter conditions are not included
- 10 Floor prep for conditions beyond normal tolerances and floor leveling due to serious defects in the existing slab are not included
- 11 Prevailing Wage/Davis Bacon Wages are included.
- 12 Asphalt index price increases are excluded from this proposal.
- 13 Costs for special inspections are not included. Harmon will coordinate inspection scheduling.



ADDENDUM

Raymore Activity Center Phase II

City of Raymore

ADDENDUM NO. 01

ISSUED: 03/03/2023

TO DOCUMENTS TITLED: Raymore Activity Center Phase II

ADDENDUM NO. 01

ISSUED: 03/03/2023

ARCHITECT-OF-RECORD: SFS Architecture Inc.
2100 Central Suite 31
Kansas City Missouri 64108

The following describes changes, corrections, clarifications, deletions additions, and approvals for the Contract Documents, which include this Addendum No. 1. Addendum No 1 is hereby made a part of the Contract Documents dated January 31, 2023 and shall govern in the performance of the Work. The Contract Documents for the above referenced project and the Work covered thereby are modified as described herein.

General Notes and Clarifications

1. For All Title Blocks and Cover Sheets: Project address shall be "1011 S. Madison St; Raymore, Mo. 64083"
2. City of Raymore requests the following notification: Proposed amounts will be posted to QuestCDN after opening. Bid Opening is 11am, March 8th. This posting may take a couple of days.

Questions and Responses

1. See Attached.

Specifications

1. Add Door Hardware 08 71 00 section to Project Manual.

Drawings:

SHEET - G002 CODE SUMMARY

1. LEGEND – CODE SUMMARY
 - a. **DELETE** "2010: ADA ACCESSIBILITY GUIDELINES (ADAAG)"
 - b. **REVISE** "AUTOMATIC SPRINKLER SYSTEM NOT REQUIRED BUT PROVIDED" to "IS REQUIRED AND PROVIDED. "

SHEET – C300 SITE PLAN

1. **REVISED** SIDEWALK ON BID ALTERNATE 1
2. **ADDED** CONSTRUCTION ACCESS COMMENTS

SHEET - C410 EROSION CONTROL PLAN

1. **ADDED** NEW SHEET FOR CONSTRUCTION ACCESS AND EROSION CONTROL



ADDENDUM

Raymore Activity Center Phase II

City of Raymore

ADDENDUM NO. 01

ISSUED: 03/03/2023

SHEET – S001 GENERAL NOTES

1. GENERAL NOTES – STRUCTURAL
 - a. **UPDATE** notes to indicate RISK CATEGORY III, in lieu of previously noted category II.

SHEET – AD101 DEMOTION – PLANS

1. A1/FLOOR PLAN – DEMOLITION
 - a. **ADD** Keynote D51 “CUT TOP OF TRANSITION COUNTER (RE: A211)” and D39
 - b. **DELETE** keynote D48
 - c. **REVISE** keynote “D1” to “D39” as indicated
 - d. **ADD Keynote** D53 “REMOVE EXISTING DOOR 103 AND RELOCATE TO BREAK ROOM”
 - e. **ADD Keynote** D54 “REMOVE AND RELOCATE TO NEW NORTH STORAGE ROOM, EAST SIDE”
 - f. **ADD Keynote** D55 “REMOVE AND RELOCATE TO NEW NORTH STORAGE ROOM, WEST EXTERIOR DOOR”

SHEET – AD121 DEMOLITION – ELEVATIONS

1. A1/ DEMO INTERIOR ELEVATION/MILLWORK
 - a. **ADD** Keynote D51 “CUT TOP OF TRANSITION COUNTER (RE: A211)”
 - b. **ADD Keynote** D52 “REMOVE CARD READER, TO BE REINSTALLED IN NEW LOCATION”
 - c. **REVISE** keynote D39
2. D1/WEST EXTERIOR ELEVATION – DEMOLITION
 - a. **REVISE** keynote “D39” to “D1” as indicated
 - b. **REVISE** keynote “D39” to “D55” as indicated

SHEET – A111 FLOOR PLAN -GYMNASIUM

1. DETAIL: A1/FLOOR PLAN GYMNASIUM
 - a. **ADD** 2 windows (type W2) as indicated in OFFICE 114A
 - b. **MOVE** wall in Storage 114 as indicated to the west
 - c. **REMOVE** basketball cross courts
 - d. **ADD** pickleball court markings
 - e. **ADD** detail C5/A511
 - f. **ADD** Batt insulation at OFFICE 114A walls.
 - g. **MODIFY** Door number of North Storage East Side Doors to 113B.

SHEET – A112 FLOOR PLAN – MEZZANINE

1. DETAIL: B1/STAIR SECTION – NORTH
 - a. **ADD** 2 windows (type W2) as indicated at OFFICE 114A
 - b. **MOVE** wall in Storage 114 as indicated to the west



ADDENDUM

Raymore Activity Center Phase II

City of Raymore

ADDENDUM NO. 01

ISSUED: 03/03/2023

SHEET - A121 ENLARGED FLOOR PLAN – SERVICE AREAS

1. DETAIL: C5/ENLARGED FLOOR PLAN – LOBBY AND OFFICE
 - a. **ADD** call out D5/A541
 - b. **ADD** door label 105 to existing door. Label helpful to describe which existing door is being relocated and where. Due to the card reader and infrastructure, this door is moving to the door location 103.
 - c. **ADD** elevation E7 as indicated

SHEET - A122 ENLARGED FLOOR PLAN – COURT MARKINGS

2. DETAIL: A6/COURT MARKINGS – CROSSCOURT BASKETBALL
 - a. **DELETE** cross court basketball markings and associated cross court basketball goals.
 - b. **ADD** pickleball court markings
 - c. **REVISE** view title “ENLARGED FLOOR PLAN – CROSSCOURT BASKETBALL” to “ENLARGED FLOOR PLAN – PICKLEBALL”

SHEET - A211 INTERIOR ELEVATIONS

1. DETAIL - E1/ LOBBY – WEST
 - a. **ADD** keynote “MONOLITHIC-GLASS TYPE, GL-M1 (08 8000)”
 - b. **UPDATE** glazing elevation as indicated
2. DETAIL – E4/RECEPT – EAST
 - a. **ADD** keynote “MONOLITHIC-GLASS TYPE, GL-M1 (08 8000)”
 - b. **REVISE** elevation to show deleted elevation E7/OFFICE – EAST
3. DETAIL -E7/OFFICE EAST
 - a. **DELETE** and combined elevation with detail E4/RECEPT – EAST

SHEET - A213 INTERIOR ELEVATIONS

1. DETAIL – B2/INTERIOR ELEVATIONS
 - a. **ADD** 2 windows
2. DETAIL – D1/ GYMNASIUM – WEST
 - a. **REMOVE** 2 “BASKETBALL GOAL (11 6623) from elevation and the corresponding (2) basketball goals at the other end of the cross court for a total of (4) goals removed.

SHEET – A321 WALL SECTIONS

1. DETAIL -A1/WALL SECTION AT STORFRONT
 - a. **REPLACE** keynote “PLYWOOD SHEATHING (07 5423) with “1/2” COVER BOARD (07 5423)” as indicated.
2. DETAIL -A3/WALL SECTION – SOUTH GYMINASIUM WALL



ADDENDUM

Raymore Activity Center Phase II

City of Raymore

ADDENDUM NO. 01

ISSUED: 03/03/2023

- a. **REPLACE** keynote "PLYWOOD SHEATHING (07 5423) with "1/2" COVER BOARD (07 5423)" as indicated.
3. DETAIL -A1/WALL SECTION AT SCUPPER
 - a. **REPLACE** keynote "PLYWOOD SHEATHING (07 5423) with "1/2" COVER BOARD (07 5423)" as indicated.

SHEET – A511 PLAN DETAILS

1. DETAIL – C5/PLAN DETAIL OFFICE
 - a. **ADD** Detail C5/A511 PLAN DETAIL - OFFICE

SHEET – A521 SECTION DETAILS

1. DETAIL -A3/SECTION DETAIL – SOUTH GYM WALL – LOW ROOF
 - a. **REPLACE** keynote "PLYWOOD SHEATHING (07 5423) with "1/2" COVER BOARD (07 5423)" as indicated.
2. DETAIL -B1/SECTION DETAIL AT STORFRONT
 - a. **REPLACE** keynote "PLYWOOD SHEATHING (07 5423) with "1/2" COVER BOARD (07 5423)" as indicated.
3. DETAIL -C7/ SECTION DETAIL - SCUPPER
 - a. **REPLACE** keynote "PLYWOOD SHEATHING (07 5423) with "1/2" COVER BOARD (07 5423)" as indicated.

SHEET – A541 CASEWORK DETAILS

1. DETAIL - C1/ RECEPTION DESK DETAIL – TRANSACTION OPENING
 - a. **ADD** keynote "MONOLITHIC-GLASS TYPE, GL-M1 (0 88000)"
 - b. **ADD** keynote "SATIN ANODIZED ALUMINUM DEEP U-CHANNEL"
2. DETAIL – C3/ RECEPTION DESK DETAIL
 - a. **ADD** keynote "MONOLITHIC-GLASS TYPE, GL-M1 (0 88000)"
 - b. **ADD** keynote "SATIN ANODIZED ALUMINUM DEEP U-CHANNEL"
 - c. **NEW** detail D5/A541 – PLAN DETAIL – FRONT DESK

SHEET – A601 DOOR AND FRAME TYPE

1. GENERAL NOTES – SCHEDULES
 - a. **ADD** text to note # 8 "DOOR SHALL HAVE SIGNAGE POSTED "NOT AN EXIT" for door 112A.
 - b. **ADD** text to note #13 "SALVAGED DOOR, FRAME AND HARDWARE FROM PHASE 1 LOCATION TO NEW LOCATION"
 - c. **ADD** text to note #15 "DOOR 119 TO REMAIN IF ALT #1 IS NOT TAKEN"
 - d. **UPDATE** Door Frame Schedule
2. LEGEND – WINDOWS
 - a. **UPDATE** elevation window type W1



ADDENDUM

Raymore Activity Center Phase II

City of Raymore

ADDENDUM NO. 01

ISSUED: 03/03/2023

SHEET – MEP001- MEP COVER SHEET

1. CLARIFIED FIRE ALARM DEVICE SYMBOLS.
2. ADDED NOTE STATING THAT NO CELLULAR CORE PVD PIPING IS ALLOWED BELOW GRADE OR UNDER SLAB.

SHEET M101- MECHANICAL – HVAC

1. ADDED NOTE TO BALANCE EXISTING RTU OUTSIDE AIR PERCENTAGES.
2. REVISED RETURN DUCT ROUTING FOR RTU-1 TO ACCOUNT FOR THE ADDED PLENUM CURB. PLENUM CURB WAS ADDED TO REDUCE TOTAL COSTS OF THE SYSTEM. BY REDUCING THE AMOUNT OF RETURN DUCT ROUTED OUTSIDE, IT ALSO REDUCES THE AMOUNT OF EXTERIOR DUCT INSULATION.

SHEET M201 – MECHANICAL SCHEDULES

1. ADD ENTERING AND LEAVING AIR TEMPERATURE INFORMATION TO THE RTU SCHEDULE.
2. CHANGED RTU-1 TO A DOWN DISCHARGE UNIT
3. ADDED NOTE TO PROVIDE RTU-1 WITH A PLENUM CURB TO REDUCE TOTAL COST BY REDUCING THE AMOUNT OF RETRN DUCT ROUTED OUTSIDE.
4. ADDED NOTE TO PROVIDE RTU-2 WITH A 12" ROOF CURB.

SHEET M301 – MECHANICAL DETAILS

1. REVISED GROUND-MOUNTED RTU DETAIL TO SHOW PLENUM CURB.

SHEET E001 – ELECTRICAL DEMOLITION

1. CLARIFY EXISTING FIRE ALARM DEVICE SYMBOLS.
2. IDENTIFY ACCESS CONTROL DEVICE TO BE RELOCATED.

SHEET E201- ELECTRICAL – POWER

1. CLARIFIED IT SERVICE AREA IN JANITOR 111.
2. REVISED LAYOUT IN STORAGE #114
3. ADDED RECEPTACLE FOR WALL MOUNTED MONITORS IN BOTH STUDIOS.
4. DELETED ELECTRICAL CONNECTIONS TO CROSS COURT BASKETBALL GOALS.

SHEET E301- ELECTRICAL – SPECIAL SYSTEMS

1. CLARIFIED EXISTING FIRE ALARM DEVICE SYMBOLS.
2. CLARIFIED LOCATION FOR RELOCATED ACCESS CONTROL DEVICE.
3. ADDED (2) CAMERA LOCATIONS.
4. ADDED (2) WIRELESS ACCESS POINT LOCATIONS
5. ADDED (2) DATA OUTLETS IN GYM.
6. ADDED DATA OUTLETS TO STUDIOS



ADDENDUM

Raymore Activity Center Phase II

City of Raymore

ADDENDUM NO. 01

ISSUED: 03/03/2023

7. REVISED LAYOUT IN STORAGE #114
8. ADDED AV BACKBOX FOR WALL MOUNT MONITORS IN EXERCISE ROOMS.

SHEET E401- ELECTRICAL RISER AND SCHEDULES

1. REVISED CIRCUITING IN PANEL P1 TO COORDINATE WITH PLAN CHANGES.

SHEET MEP201 – ALTERNATE BID INFORMATION

1. REVISED RETURN DUCT ROUTING FOR RTU-1 TO ACCOUNT FOR THE ADDED PLENUM CURB. PLENUM CURB WAS ADDED TO REDUCE TOTAL COST BY REDUCING THE AMOUNT OF RETURN DUCT ROUTED OUTSIDE AND ITS CORRESPONDING EXTERIOR DUCT INSULATION. THIS REVISION IS RELATED TO THE BASE BID GYM MECHANICAL UNIT. THERE IS NO IMPACT TO THE DEDUCT ALTERNATE WHICH RELATED TO THE ROOF TOP MECHANICAL UNIT FOR THIS PHASE.

END OF ADDENDUM NO. 1

CITY OF RAYMORE

100 Municipal Circle • Raymore, MO. 64083
Phone • 816-892-3045 • Fax • 816-892-3093



ADDENDUM NO. 1

Raymore Activity Center Phase 2
Project #23-396-201

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following questions and clarifications made by potential bidders. Responses are included below. Changes, amendments, and/or clarifications and costs associated with these changes are to be included in the proposal.

Addendum No. 1 - Question and clarification.

1. Question: Substitution Request for Strand Tec within the 09 84 33 project manual products.

Response: **Parks Dept., operator of building, declines substitution of this product for the basis of design product -unless or until it becomes 1. a schedule issue and/or 2. provides significant savings to the owner.** General response for other substitutions: Basis of Design product based on Phase 1 installed product.

2. Question: Is the city waiving permit fees on the Raymore Athletic Center project or do we include that cost in our bid.

Response: From Jon Woerner, City of Raymore Building Official- **Building Inspections waives all permit fees for this City project.**

3. Question: Is there consideration for gym flooring other than the Sport Court product?

Response: **Intention is to single source utilizing Omni or Sourcewell to purchase and install. We will work with Sport Court to match the current flooring so that the entire gymnasium is the same product.**

4. Question: The specification call for 16" wide roof panels. The existing are 24" wide, but come from a discontinued style. Attached are a proposed substitution to match the existing. Please confirm these are acceptable.

Response: **The attached did not come through the original email, when resent it was a pdf that was not able to open, so we can not respond to "attached". We can say that the intent is to have manufacturer's available roof panel that most closely matches what was installed in Phase 1. The 24" wide roof panel is acceptable IF phase one is 24" wide.**

5. Question: The specifications call for a wall panel to be 12" wide. Please confirm width of new panels.

Response: **The intent is to have manufacturer's available wall panel that most closely matches what was installed in Phase 1. Further, the demolition drawing**

calls for the removal and reuse of western elevation metal panels. This is noted as a cost savings measure. If this approach is followed by the contractor, estimate/factor a percentage of panels that will not be salvageable and new panels to be procured and installed. New panels are required at the north and south elevations, regardless. IF removing and reusing the metal panels is determined to be more costly, then 100% of Phase 2 panels to be new panels and not relocated panels.

6. Question: The original building was under 2012 code and was an occupancy classification 3. The new is under the 2018 code but is calling for an occupancy classification 2. As this will ultimately be one building, can we have 2 different classifications? Please confirm.

Response: **The occupancy classification of the building found on G002 is A-3 (Assembly). There is no reference to an occupancy classification of 2, but since the 2 prior questions pertained to the existing PEMB, I am going to extrapolate that the question may be in regards to the RISK CATERGORY. The risk category has been updated on attached S001 to reflect a RISK CATEGORY of III.**

7. Question: The TPO roof specification seems to indicate that it is to be installed by the pre-engineered metal building manufacturer. Is this correct?

Response: **No. Qualified roofing contractor to install TPO.**

8. Question: Can you confirm there is no BMX system or list the existing control company?

Response: **There is no Building Management System.**

9. Question: The demo plan AD101 notes to remove existing columns and to reference structural. Please advise.

Response: **Structural columns along Grid 1 to be removed as indicated. Per the Metal Building System specifications, this is to be an end wall framing system that is engineered for end walls to be expandable.**

10. Question: The demo plans note to salvage and reinstall metal panels on the West Elevation. This would likely require installation of a temporary wall to protect the existing building from the elements. This would likely be more expensive than just buying new panels for the west wall. Can new panels be installed on the west wall instead of the existing being salvaged.

Response: **Yes. The intent with all the remove and salvage – whether column padding, janitor’s mop sink, metal panels, exterior signage is to save money. If it is more cost effective to buy new and remove the existing, then take the more cost-effective route.**

11. Question: Sheet AD 101 notes to demo exterior doors and frames on the West side of the building and AD 121 notes to salvage for installation later. Which is correct?

Response: **Doors in metal panel to be salvaged and reinstalled in metal panel. Doors in cmu to be removed. As there is not cmu in current phase of work, those doors cannot be used in Phase 2, but Owner may determine to keep hardware from these doors as parts.**

12. Question: Will the existing structure carry the two new gym curtains? Refer to Note A46 on A111. Or will the structure need to be reinforced?

Response: **This will have to be answered by the designer of the PEMB structure. Phase 1 shop drawing does not specifically indicate that they accounted for future gym curtain loads, but they did include a collateral design load of 5 psf for the gym. PEMB designer will likely review locations of curtains with weights of the curtains. They will be able to determine the capacity of the existing structure.**

For bidding purposes do not include additional structural reinforcement of the existing structure.

13. Question: Drawing A152 noted the old gym as getting new MAF floor. Is this correct?

Response: **Old gym does NOT get new flooring. Expanded gym flooring (new area) to receive matching flooring. Flooring of gym area being procured and installed by City. Some coordination of schedules will be required.**

14. Question: Are the exterior letters shown on A201 to be new or are they the ones that get salvaged?

Response: **They are to be salvaged and reinstalled.**

Response for all salvage and reinstalled scope: If it is more cost effective to replace existing with new, then provide new.

15. Question: What is to be used for the roof liner noted on A3/A321?

Response: **Roof liner is to be part of the pre-engineered metal building system. Mfg recommended product.**

16. Question: Specification section 07 54 23 calls for glass mat as a cover board for the TPO roofing and detail A3/A521 notes plywood. Which is correct?

Response: **Glass Mat as called out in 07 54 23. Details to be updated.**

17. Question: Details on A521 call for a vapor barrier behind the hat channels and notes specification section 07 25 00. Please advise.

Response: **Disregard reference to 07 25 00. (This keynote will be removed in the updated construction documents sent to the city for permitting purposes, delta 2.) Refer to 13 34 19 METAL BUILDING SYSTEM for metal building components that include thermal insulation and vapor retarder performance requirements.**

18. Question: Civil Plan C300 shows extending the sidewalk and A101-A does not show a door in this location. Are we to extend the sidewalk?

Response: **Yes, include sidewalk extension regardless of door placement. Sheet A101-A, sidewalk is shown from door 112B around ground mounted mechanical unit to the sidewalk/ landing at future exit door out of Exercise Room 122 and connecting to existing sidewalk on Recreation Drive.**

19. Question: Where is the hardware specification? Please provide.

Response: **The hardware specification is attached as part of Addendum #1.**

The hardware specification includes door hardware sets within the specification. These sets indicate Phase one doors for reference AND call out the 14 new doors / 14 new hardware sets to be procured.

Door 103 = Existing door, frame, and hardware to be relocated.

Door 105 = Existing door, frame, and hardware to be relocated.

Door 113B = Existing pair of storage room doors being relocated (door, frame and hardware) to north storage room, east side.

Door 113C = Existing exterior southwest set of doors, and hardware in metal panel being relocated to exterior northwest location in metal panel. Frame can be reused or procured new.

Door 109, 115, 116, 117 are new doors of the same style group with the same set for hardware.

Doors 111, 121A, and 122A are all new storage room doors 4' wide with the same set for hardware.

Door 113A and 114 are new doors of the same style with the same set for hardware.

Door 114A, 121, 122 are new doors with the same set for hardware.

Door 112B = New pair of southwest exterior doors.

Door 122B = New aluminum storefront door and its hardware.

Door 119 appears on the door schedule. It is the existing pair of doors that exits from the storage room out the existing southwest side. In the event deduct alternate #1 was utilized. The door would remain in place, unchanged. In the event deduct alternate #1 is not utilized, the door is to be removed, and hardware turned over to the owner for parts. This door sits in masonry and is not expected to be reused in Phase 2 work.

Question 20: Please clarify the following- In the PEMB spec section it states that "Nucor Building Systems" is an approved manufacturer as basis of design. Kirby is another Nucor brand and was the manufacturer for phase 1. Please confirm all PEMB suppliers under Nucor (American Buildings Company, Nucor Building Systems, and Kirby Building Systems) are approved / basis of design to align with the phase 1 building.

Response: **Yes. All Nucor brands / suppliers are acceptable.**

Phase 1 panel installed is the KLS 2100, 16" tall by 1" deep. Panel sizes, shapes, embossed finish to match Phase 1.

Thanks for the questions!

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

Company Name: HARMON CONSTRUCTION


By: TIM HARMON

Title: PRESIDENT

Address: 18989 W 158th ST

City, State, Zip: OLATHE KS 66062

Date: 3-8-23 Phone: 913-962-5888

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 8, 2023

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3804: Budget Amendment - RAC Expansion Project

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2 Create a Physical Environment that Inspires a Sense of Pride in Public Space

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$701,463
Amount Budgeted:
Funding Source/Account#: 2020 No Tax Increase Bond Issuance

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: 12/28/2022
Action/Vote: 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 No Tax Increase Bond issue included funding in the amount of 3,000,000 for design and construction of the expansion of the Raymore Activity Center. The expenses associated with the expansion are listed below.

Staff is requesting a budget amendment of \$701,463 to fully fund the expansion of the Raymore Activity Center.

This amendment is requested from the Parks GO Bond funds. There is \$671,463 currently unallocated toward specific projects and available to use for Parks GO Bond projects. Additionally, staff is requesting \$30,000 currently allocated to the Centerview Phase II project be moved to the RAC expansion project.

2020 Bond Funding	\$ 3,000,000
Park GO Bond Premium Unallocated	\$ 501,023
Park GO Bond Interest Unallocated	\$ 170,440
Park GO Bond Budget Amendment	\$ 30,000
Full Funding:	\$ 3,701,463

Expenses	
Design & Advertising	\$ 340,040
Testing & Surveying	\$ 3,000
Building Contract	\$ 3,086,932
Contract Contingency	\$ 154,000
Furniture/Equipment/IT	\$ 33,025
Gym Flooring	\$ 80,000
Total Expenses	\$ 3,696,997

Total Available Funding	\$ 3,701,463
Total Expenses	\$ 3,696,997
Remaining:	\$ 4,466

BILL 3804

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2023 CAPITAL BUDGET.”

WHEREAS, the 2020 General Obligation Bond issue includes an expansion of the Raymore Activity Center; and,

WHEREAS, design and construction of the Raymore Activity Center expansion exceeds the budgeted amount; and,

WHEREAS, the 2020 General Obligation Bond issue for park projects has bond premium of \$501,023 and interest of \$170,440 not allocated to a specific project; and,

WHEREAS, the 2020 General Obligation Bond issue for park projects has funds available that are budgeted to the Centerview Phase II project; and,

WHEREAS, staff recommends amending the FY 2023 Capital Budget to allocate \$671,463 from the Parks General Obligation Bonds unallocated funds and move \$30,000 from the Centerview Phase II project to fully fund the Raymore Activity Center expansion.

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

Section 1. The City Manager is authorized to amend the 2023 Capital Improvement Budget as follows:

Fund	Budgeted	Amended	Change
Park GO Bond Fund	\$0	\$671,463	\$671,463

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 8TH DAY OF MAY 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF MAY, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 8, 2023

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3805: J&M Displays - Fireworks Contract

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.1.4 Promote & Develop signature events and amenities

FINANCIAL IMPACT

Award To:	J&M Displays
Amount of Request/Contract:	22,000.00
Amount Budgeted:	22,000.00
Funding Source/Account#:	Fund 25 Park Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
2023	2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	10/25/2023
Action/Vote:	6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Bid Tabulation Review
Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In August 2022, the City issued a request for proposals (RFP) for the annual Parks and Recreation fireworks display.

Two bids were received. Staff compared bids and determined that J&M Displays meets all requirements, provides the best program and more product for the budget.

J&M Displays has been the fireworks display provider for the past three years. We have a good working relationship with their team and are pleased with past displays.

The 2023 Spirit of America fireworks display will be held on June 30, with a rain date of July 1, 2023. The contract is one year only, with the option to renew for two (2) additional one year renewal periods under the same terms and conditions.

The fireworks display length is a minimum of 16 minutes with a finale of 45 to 60 seconds.

Staff requests the award of the fireworks display contract to J&M Displays, Inc. for June 30, 2023 with the option to renew the contract for one year extensions in 2024 and 2025.

BILL 3805

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH J&M DISPLAYS IN THE AMOUNT OF \$22,000 TO PROVIDE PYROTECHNIC SERVICES.”

WHEREAS, the City annually hosts a fireworks event for the public in celebration of our nation’s independence in Recreation Park; and,

WHEREAS, City staff advertised and received bids for professional pyrotechnic services; and,

WHEREAS, the Parks and Recreation Staff reviewed the proposals for pyrotechnic services submitted and found that the proposal from J&M Displays was the best and most responsive proposal submitted.

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

Section 1. The City Manager shall be the authorized representative of the City herein for all instruments identified in Section 5.2(i) of the Charter.

Section 2. The City Manager and the City Clerk are hereby directed and authorized to execute the Contract for and on behalf of the City of Raymore.

Section 3. The Mayor, the City Clerk and the City Manager are hereby directed and authorized to take the necessary steps under the Contract to implement its terms.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

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

DULY READ THE FIRST TIME THIS 8TH DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF MAY, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Spirit of America Fireworks Display

This Contract for Spirit of America Fireworks Display, hereafter referred to as the **Contract** is made this 22nd day of May, 2023, between J & M Displays, Inc., an entity organized and existing under the laws of the State of Iowa, with its principal office located at 18064 170th Ave, Yarmouth, IA 52660, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of May 22, 2023 coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 22-014 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The City of Raymore Spirit of America fireworks display will be held on Friday, June 30, 2023, with a rain date of Saturday, July 1, 2023, and the decision to postpone the display shall be at the sole discretion of the City. The firing site for the display is Recreation Park located on South Madison Street in Raymore.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$22,000.00.

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

ARTICLE IV
CONTRACT PAYMENTS

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services and according to the outlined schedule, with attachments.

ARTICLE V
INSURANCE REQUIREMENTS

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

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workers or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created by the Contractor within the work location and surrounding area.

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

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

ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

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

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

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

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or email to the Contractor.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications.

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor warrants that the product shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed. The City of Raymore reserves the right to deduct the cost of all shell(s) that misfire or those that fail to properly perform.

ARTICLE XI REQUIRED SAFETY TRAINING

Awarded contractors and their subcontractors must have completed all state and federal safety requirements required for pyrotechnicians and show certifications upon request.

ARTICLE XII AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIII
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____

Jim Feuerborn, City Manager

Attest: _____

Erica Hill, City Clerk

(SEAL)

J & M DISPLAYS INC

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Fireworks Display RFP 22-014

1. INTRODUCTION / DESCRIPTION OF SERVICES:

The City of Raymore is seeking proposals from qualified firms to provide Pyrotechnic Services on Friday, June 30, 2023, at the City of Raymore Recreation Park. The fireworks display is anticipated to begin after dusk or 9:30 P.M., whichever is earlier.

1.1 Description of Operations or Background:

The City of Raymore Spirit of America fireworks display will be held on June 30, 2023, with a rain date of July 1, 2023 and the decision to postpone the display shall be at the sole discretion of the City. The firing site for the display is Recreation Park located on South Madison Street in Raymore. For submission purposes, funding for the Spirit of America display will not exceed \$22,000.

2. SCOPE OF SERVICES:

Exclusive Contract. It is the desire of the City of Raymore to award an exclusive Agreement to one Vendor for the right to provide the June 30, 2023, Fireworks Display. **The contract is one year only**, with the option to renew for two (2) additional one-year renewal periods under the same terms and conditions. This Agreement shall be subject to termination by the City in the event of sale or destruction of the park facilities or because of misfeasance or non-misfeasance by the operator. The City may also terminate this Agreement for repeated non-compliance with the requirements as set forth in these specifications.

Display specifications. The fireworks display length shall be a minimum of 16 minutes. There should be music synced through an app or other form of listening devices approved by the City. The fireworks display shall be a pre-loaded, electronically fired, continuous presentation with no gaps longer than 3 seconds. All shells used in the display shall be a maximum size of 6 inches and any low-level fireworks will not exceed 5% of the total duration of the display. The finale shall be from 45 to 60 seconds. A faux finale prior to the finale is preferred.

The Vendor shall provide necessary safety equipment, and all tools and materials, including, but not limited to mortar racks, containers, sand, lumber, stakes, etc., which may be required for the firing of the display. Fire extinguishers of appropriate classification and approved as operational shall be accessible and in plain view from the time the fireworks arrive on site until all fireworks are completely removed from the site.

The Vendor will not have access to the City launch site prior to 7:00 A.M. the day of the fireworks display unless authorized by City staff.

Personnel. The successful vendor shall provide a sufficient number of certified and experienced pyrotechnicians to set-up and fire the display. The name, address, and phone number of the chief pyrotechnician and all assistant(s) shall be provided to the City of Raymore with the proposal.

The vendor shall provide uniformed, qualified personnel to shoot the fireworks display. All personnel employed by the vendor in the performance shall be considered employees of the vendor and not of the City. All personnel employed by the vendor shall be paid in accordance with the minimum Federal Wage and Hour Laws. The vendor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel.

Marking of Fireworks. All fireworks materials shall be clearly marked, indicating the type of shell, and shall be delivered to the site on the day of firing. All fireworks shells must have been tested and assigned "EX" numbers by the appropriate regulatory agency.

Inspection of Material. A representative of the City of Raymore and the local Fire Marshal shall conduct an inspection and inventory of the fireworks shells at least 5 hours prior to the display being readied for firing.

Test Launch. The successful vendor should be prepared to do a site test launch upon the City's request to determine the most optimal launch site.

Penalty for Shell Shortage. The City of Raymore shall assess a fine of three times the retail cost of a shell, determined by diameter, for any shell that is shorted.

Warranty. The City of Raymore reserves the right to deduct the cost of all shell(s) that misfire or those that fail to properly perform.

Rain Date. The City of Raymore reserves the right to advertise and host a rain date for the event should inclement weather require cancellation of the display.

Penalty for vendor cancellation. The vendor agrees to perform the fireworks display under safe weather conditions. In the event the vendor cancels the display for reasons other than weather conditions, the vendor shall pay a penalty to the City in the amount of 25% of proposed show cost.

Post-Event Clean-Up. The vendor shall, at its expense, provide its own custodial services for the immediate display shooting area. The field shall be combed clean of debris and any holes dug for mortars shall be refilled. All

debris shall be removed from the site. The City shall provide for the cleanup of the spectator areas of the park.

The successful firm and its representatives will be responsible for the sweep and removal of unexploded devices in the fireworks firing area, potential landing areas, and other areas adjacent to the site. No public access will be permitted until such sweep of the park has determined that no devices remain. The successful firm shall complete the sweep of the park no later than 7:00 am the morning following the display.

Licenses and Permits: The successful firm shall be responsible for obtaining and paying the costs of all necessary business licenses, permits, and occupational licenses required by any applicable laws, rules and/or regulations (including those of the City of Raymore, Cass County, and the State of Missouri) necessary for the display of fireworks provided.

Set-up and Storage Standards: The successful firm shall meet all NFPA Standards, the Missouri Fire Code, the South Metropolitan Fire Protection District fire code, and ordinances of the City of Raymore and Cass County with regard to storage of fireworks and set up of the firing area. The fireworks may not be stored inside the City of Raymore limits prior to set up. Security at the firing site must be provided by the vendor for all the time period that set-up personnel are not on-site, commencing the moment the fireworks are brought into the Park.

Safety Standards: The successful firm shall be required to meet all ATF, Health and Safety standards and regulations set forth by Ordinances of the City of Raymore, the South Metropolitan Fire Protection District, Cass County, and the State of Missouri.

3. CITY PROVIDED SERVICES:

The City of Raymore shall be responsible for spectator security, parking control, park preparation, concessions, and event publicity.

The City of Raymore shall be responsible for coordinating the attendance of fire and emergency personnel for the event. The City shall be responsible for restricting access to the display firing area during the show. No public access to the firing area should be permitted by the vendor during the show. All family members of the shooters shall view the display from the general audience area and shall not be permitted in the display firing area.

CITY OF RAYMORE, MISSOURI
RFP # 22-014

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of November 2022. The City reserves the right to negotiate this contract for two (2) additional one-year renewal periods.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 26 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services and according to the outlined schedule, with attachments.

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

At the conclusion of set up, the Bidder shall demonstrate to the Director of Parks and Recreation or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work.

N. *No Escalation of Fees*

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

O. *Permits*

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

P. *Bid Bond*

A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in the amount of \$500.00 must accompany each proposal. An unacceptable bid security may be the cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

Q. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons

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

R. Payment Bond

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

S. Rejection of Bids

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

T. Release of Information

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

U. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with

respect to the employees proposed to work in connection with the services requested herein.

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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 8, 2023

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3806: Award of Contract - Police Firing Range Fence Project

STRATEGIC PLAN GOAL/STRATEGY

2.1 Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To: Brockmiller Construction, Inc.
Amount of Request/Contract: \$468,000.00
Amount Budgeted:
Funding Source/Account#: Fund 45 Capital Improvement Sales Tax Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 2023	September 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Police Firing Range Fence Project involves installation of a fence around the perimeter of the Police Firing Range as shown on the attached map.

The City received the following bids on October 20, 2022:

Brockmiller Construction Inc.	\$468,000.00
C-R Fence	\$497,775.60
Robinson Fence Company	\$543,360.00

Brockmiller Construction Inc. was determined to be the lowest and best bidder.

Staff recommends the contract for the Police Firing Range Fence Project to be awarded to Brockmiller Construction Inc. in the updated amount of \$468,000.

BILL 3806

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BROCKMILLER CONSTRUCTION FOR THE 2022 POLICE FIRING RANGE FENCE PROJECT, CITY PROJECT NUMBER 22-415-501, IN THE AMOUNT OF \$468,000 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, There is a need to increase security at the Police Firing Range; and,

WHEREAS, bids for this project were received on October 20, 2022; and,

WHEREAS, Brockmiller Construction has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the updated amount of \$468,000 with Brockmiller Construction for the Police Firing Range Fence project, attached as Exhibit A.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

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

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

DULY READ THE FIRST TIME THIS 8TH DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF MAY, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature





CITY OF RAYMORE
CONTRACT FOR SERVICES

Police Firing Range Fence

This Contract for the Police Firing Range Fence, hereafter referred to as the **Contract** is made this 22nd day of May, 2023, between Brockmiller Construction, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 14 N Middle Street, PO Box 387 Farmington, MO 63640, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of May 22, 2023 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 22-415-501 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **90** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$468,000.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created by the Contractor within the work location and surrounding area.

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

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this

contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

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

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

ARTICLE VII
 RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 29) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails

to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or email to the Contractor.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or unsatisfactory services.

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

BROCKMILLER CONSTRUCTION, INC.

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Police Firing Range Fence

SCOPE OF SERVICES:

The Police Firing Range Fence Project primarily consists of installing a perimeter fence.

1. SPECIFICATIONS WHICH APPLY

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, latest edition. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall take precedence for construction. All equipment and material not covered by APWA, the City's Technical Specifications or MODOT's Standard Specifications for Highway Construction Manual are included following this sheet. *Where the standards are in conflict, the more stringent criteria shall apply.*

2. PROJECT AWARD

Award of this project will be based upon the sum of the bid schedules. The Contractor however, shall take special consideration of the "Information for Bidders" section of the project contract documents; in particular, Evaluation of Bids in submitting their unit prices.

The City of Raymore preserves the right to increase, reduce or delete any bid items after award of the contract. No adjustments will be made to the unit prices bid on the contract for any items because of increase, reduction or deletion.

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **90** calendar days of issuance of the Notice to Proceed.

4. ENGINEER

The City of Raymore Public Works Director or his/her designee shall be the Engineer for this project.

5. GENERAL CONDITIONS

The General Conditions shall be modified as follows. All provisions of the General Conditions which are not so modified or supplemented shall remain in full force and effect.

GC 6.02: Add "No. 1 Change Orders" and "No. 2 Addenda" to the order of preference list.

6. SPECIAL CONDITIONS

- *Site Clearing and Grubbing:* The unit price named in the bid shall be for the Lump Sum (LS) price to clear and grub for fence installation. The price shall include all labor and materials to clear for the installation of the 10' Tall Fence. Brush may remain on site. Brush will be stored on the West side of the property.
- *10' Tall Fence:* The unit price named in the bid shall be for the linear feet of fence installed. The fence shall be 10 foot tall, 9 gauge galvanized steel chain link with 3 strands of barbed wire on top of the fence. The fence shall include top rail, mid rail, bottom tension wire, fence posts, and all other labor and materials to install a 10' tall fence. The fence posts will be set in 3000# concrete.
- *Cantilever Gates:* The unit price named in the bid shall be for each Cantilever Gate installed. The gate shall be 20' wide and constructed to match the 10' tall fence with 3-strand barbed wire.
- *Automated Gate Opener:* The unit price named in the bid shall be for Each Automated Gate Opener installed. The gate opener will need to be rated for a 20' wide x 10' tall cantilever gate. The gate opener will require a battery backup system. The gate opener will be controlled on the outside by a keypad, inside the fence will be controlled by an underground vehicle detector and keypad for pedestrian use. The

gates shall be installed 10' to the west of State Route 291 Right of Way.

- *Gate Electricity:* The unit price named in the bid shall be for the Linear Foot (LF) of electrical line installed. The price shall include 8 AWG copper direct bury wire. The wire is to be buried a minimum of 18" deep. The wire shall be placed in conduit. Connection to the existing on site power and automated gate opener are included in this price.
- *Fence Post Rock:* The unit price named in the bid shall be for each fence post hole that requires additional measures due to rock.
- *Gravel Entry:* The unit price named in the bid shall be for the Lump Sum (LS) price to install a gravel entry. The contractor shall coordinate with the Missouri Department of Transportation to obtain an entry permit for Southern Cantilever Gate. The contractor shall install a culvert pipe as determined by the Missouri Department of Transportation. The entry shall be a minimum of 40' wide at the highway and taper to 12' wide at the gate. The entry shall extend 30' to the West of the Southern cantilever gate. The entry shall be excavated 6" deep, and backfilled with 2" crusher run. Excavated material may be stockpiled on site.
- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.

7. ADDITIONAL REQUIREMENTS

- *Tax Exempt:* This is a Tax Exempt Project
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines.

The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call*: Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.

9. MEASUREMENT AND PAYMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, providing all construction plant equipment and tools, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

10. ADDITIONAL INFORMATION

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 22-415-501

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of May, 2023.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 29 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

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

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may

be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

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

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PROPOSAL FORM A
RFP 22-415-501

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) W.B. Giessing, II having authority to act on behalf of (Company name) Brockmiller Construction, Inc. do hereby acknowledge that (Company name) Brockmiller Construction, Inc. will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Brockmiller Construction, Inc.


ADDRESS: 14 N Middle St., PO Box 387
Street

ADDRESS: Farmington MO 63640
City State Zip

PHONE 573-756-2516

E-MAIL: biddoc@brockmillerconstruction.com

DATE: 10/28/22
(Month-Day-Year)


Signature of Officer/Title
W.B. Giessing II, President

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 22-415-501

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

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

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

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

Required Representations

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

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
 RFP 22-415-501

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year and must demonstrate that they, or the principals assigned to this Project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past, not including the City of Raymore.

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

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

COMPANY NAME	City of Farmington
ADDRESS	110 W. Columbia St., Farmington, MO 63640
CONTACT PERSON	Greg Beavers
CONTACT EMAIL	gbeavers@farmington-mo.gov
TELEPHONE NUMBER	573-756-1701
PROJECT, AMOUNT AND DATE COMPLETED	30 projects since 1997 ranging from \$4,000 - \$5.4 million

COMPANY NAME	City of Jackson
ADDRESS	101 Court St., Jackson, MO 63755
CONTACT PERSON	Rodney Bollinger
CONTACT EMAIL	rbollinger@jacksonmo.org
TELEPHONE NUMBER	573-243-2300
PROJECT, AMOUNT AND DATE COMPLETED	7 projects since 2013 ranging from \$1650 - \$1.1 million

COMPANY NAME	Pharmax Pharmacy
ADDRESS	10227 Hartshill Lane, St. Louis, MO 63128
CONTACT PERSON	Larry McIntosh
CONTACT EMAIL	larry@pharmaxpharmacy.com
TELEPHONE NUMBER	314-954-5510
PROJECT, AMOUNT AND DATE COMPLETED	1 projects since 2001 ranging from \$23,000 - \$875,000

COMPANY NAME	Incite Design Studio
ADDRESS	1800 Lafayette Ave, Suite B, St. Louis, MO 63104
CONTACT PERSON	Mike Hilmes
CONTACT EMAIL	mike@incitedesignstudio.com
TELEPHONE NUMBER	314279-4500
PROJECT, AMOUNT AND DATE COMPLETED	25 projects since 2015 ranging from \$43,000 - \$12.3 million

COMPANY NAME	Hoener Associates, Inc.
ADDRESS	6707 Plainview Ave, St. Louis, MO 63109
CONTACT PERSON	Bruce Dell
CONTACT EMAIL	bdell@hoenerarchitects.com
TELEPHONE NUMBER	314-781-9855
PROJECT, AMOUNT AND DATE COMPLETED	82 projects since 1998 ranging from \$27,000 - \$11 million

State the number of Years in Business: 96

State the current number of personnel on staff: 15 Office 60 Field

PROPOSAL FORM D
RFP 22-415-501

Proposal of Brockmiller Construction, Inc., organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as ----- (*) a corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-415-501 – Police Firing Range Fence.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 2, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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



Margie Sullivan <msullivan@raymore.com>

Fwd: City of Raymore Fence Project

1 message

Paschal Smith <psmith@raymore.com>
To: Margie Sullivan <msullivan@raymore.com>

Tue, May 2, 2023 at 9:28 AM

Please see the new fence price below.

----- Forwarded message -----

From: **Colin Rogers** <colinr@brockmillerconstruction.com>
Date: Thu, Apr 13, 2023 at 8:21 AM
Subject: RE: City of Raymore Fence Project
To: Paschal Smith <psmith@raymore.com>
Cc: Jessica Hayes <jessicah@brockmillerconstruction.com>

Paschal,

Sorry this took so long. We had to go back and update all the numbers. The new price is \$468,000.00.



***REVISED* BID PROPOSAL FORM E – Project No. 22-415-501**

Police Firing Range Fence

Base Bid

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Site Clearing and Grubbing	LS	1	12000.00	\$ 12000.00
10' Tall Fence	LF	4800	58.33	\$ 279984.00
20' Cantilever Gate	Each	2	3500.00	\$ 7000.00
10' Wide Swing Gate	Each	1	1500.00	\$ 1500.00
Automated Gate Opener	Each	2	5000.00	\$ 10000.00
Gate Electricity	LF	200	50.00	\$ 10000.00
Fence Post Rock	Each	120	120.00	\$ 14400.00
Gravel Entry	LS	1	8500.00	\$ 8500.00
Mobilization, bonds and insurance	LS	1	10000.00	\$ 10000.00
TOTAL BASE BID				\$ 353384.00

Company Name Brockmiller Construction, Inc.

Total Base Bid for Project Number: 22-415-501

\$ 353,384.00

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

(\$ Three hundred fifty three thousand, three hundred eighty) four 00/100

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

***REVISED* BID PROPOSAL FORM E – RFP 22-415-501
CONTINUED**

Company Name Brockmiller Construction, Inc.

By _____
Authorized Person's Signature

W.B. Giessing II, President
Print or type name and title of signer

Company Address _____

14 N. Middle St., PO Box 387, Farmington, MO 63640

Phone 573-756-2516

Fax 573-756-8475

Email biddoc@brockmillerconstruction.com

Date 10/28/22

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

Police Firing Range Fence
Project #22-415-501

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

Addendum No. 1 - Questions and clarification.

- 1. Bid due date has changed. Bid is now due November 2, 2022 at 10:00am.**
- 2. Appendix A has been updated. See Attached *REVISED* Appendix A. Revisions highlighted in red.**
- 3. Bid Proposal Form E has been updated. See attached *REVISED* Bid Proposal Form E.**
- 4. When solid rock occurs will core drilling the posts per ASTM specification be acceptable?**

Response: See updated in *Revised* Appendix A
- 5. Do we want to have the loop detectors installed in asphalt/concrete?**

Response: We are going to leave them as they are listed on the RFP
- 6. Can we add 30 Calendar days to the contract because of the rock?**

Response: Yes. The contract will be extended to 120 calendar days.
- 7. Are there any specs for post size or hole depth or anything like that on the proposal documents?**

Response: See updated in *Revised* Appendix A
- 8. Fence location may be changed in the field to avoid obstacles with City Approval.**
- 9. At the creek crossing on the South side of the property, the fence will end at the edge of both creek banks.**
- 10. Site map. Attached**

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after October 27, 2022 at 5 p.m.

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

Company Name: Brockmiller Construction, Inc.

By: W.B. Giessing, II

Title: President

Address: 14 N. Middle St., PO Box 387

City, State, Zip: Farmington, MO 63640

Date: 10/28/22 Phone: 573-756-2516

Signature of Bidder:  _____

ADDENDUM MUST BE SUBMITTED WITH BID

CITY OF RAYMORE

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



ADDENDUM NO. 2

Police Firing Range Fence
Project #22-415-501

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

Addendum No. 2 - TIME CHANGE

1. Bid closing time has changed.

Bid is now due November 2, 2022 at 2:00pm.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after October 27, 2022 at 5 p.m.

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

Company Name: Brockmiller Construction, Inc.

By: W.B. Giessing, II

Title: President

Address: 14 N Middle St., PO Box 387

City, State, Zip: Farmington, MO 63640

Date: 10/28/22 Phone: 573-756-2516

Signature of Bidder:  _____

ADDENDUM MUST BE SUBMITTED WITH BID

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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 W.B. Giessing, II, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: W.B. Giessing, II

Company: Brockmiller Construction, Inc.

Address: 14 N. Middle St., PO Box 387, Farmington, MO 63640

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 22-415-501.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Brockmiller Construction, Inc.
Company Name


Signature

Name: W.B. Giessing, II

Title: President

STATE OF Missouri COUNTY OF St. Francois

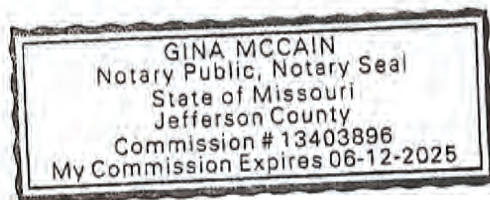
Subscribed and sworn to before me this 28th day of October, 2022.

Notary Public: Gina McCain 

My Commission Expires: 06/12/25 Commission # 13403896

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

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





Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, APRIL 17, 2023, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN AND CITY ATTORNEY JONATHAN ZERR.

MOTION: By Councilmember Townsend, second by Councilmember Holman to enter into executive session to discuss litigation matters as authorized by § 610.021(1).

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The work session of the Raymore City Council adjourned to Executive Session at 6:02 p.m.

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, MAY 1, 2023, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE III, ENGERT, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER RYAN MURDOCK, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Budget Amendments

City Manager Jim Feuerborn presented several possible amendments to the FY 2023 budget. Council directed staff to bring forward the budget amendments for formal consideration at a future meeting.

B. Google Fiber Contract

City Manager Jim Feuerborn discussed a proposal from Google Fiber regarding future franchise payments to the City. Staff was directed to begin negotiations on this item.

C. Other

Councilmember Townsend discussed communications received regarding stop signs recently approved for installation.

MOTION: By Councilmember Townsend, second by Councilmember Holman to enter into executive session to discuss litigation matters as authorized by § 610.021(1).

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The work session of the Raymore City Council adjourned to Executive Session at 6:30 p.m.

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, MARCH 28, 2023, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Clark, Cooper, Manson and Mapes. Members Collier and Scott were absent.

STAFF PRESENT: Director Musteen, Park Superintendent Rulo, and Recreation and Facility Superintendent Brennon. Office Assistant Naab was absent.

1. Call to Order: Chairman Trautman called the meeting to order at 6:00 pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

Dallon Seely for Boy Scout troop 315 gave a small presentation to earn his Eagle Badge Project. He is going to assemble and install a bike repair station on the Brookside trail.

5. Consent Agenda

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

A. Park Board Minutes

February 28, 2023

Motion: Member Manson moved to approve the Park Board minutes of February 28 2023. Member Cooper seconded the motion.

Discussion:

Vote:	5 Aye	Member Clark	Aye
	0 Nay	Member Collier	Absent
	2 Absent	Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Absent
		Member Trautman	Aye

6. Staff Reports

- Recreation/Facilities Superintendent Brennon highlighted his written report. Superintendent Nick Cook was introduced as the new Athletic Coordinator.
- Parks Superintendent Rulo highlighted his written report.
- Director Musteen highlighted his written report.

7. Unfinished Business - None

8. New Business -

A. Budget Amendment - Fund 27

Action Item

APPROVED: April 25, 2023 (6-0, 1 absent)

Staff requested a budget amendment from Fund 27 to fund project costs associated with landscaping and signage at Hawk Ridge Park and at the Hawks Nest All-Inclusive Playground.

Motion: Member Manson moved to accept the budget amendment for project completion for \$23,000.00.
Member Mapes seconded the motion.

Discussion:

Vote:	5 Aye 0 Nay 2 Absent	Member Clark Member Collier Member Cooper Member Manson Member Mapes Member Scott Member Trautman	Aye Absent Aye Aye Aye Absent Aye
--------------	----------------------------	---	---

B. Resolution PK23-01 Action Item

Director Musteen presented a Resolution of the Parks and Recreation Board in opposition to the proposed landfill and its proximity to Raymore parks. Musteen read Resolution PK23-01 in its entirety.

Director Musteen called for a roll call of votes supporting the resolution.

The Board Members responded as follows:

5 Aye 0 Nay 2 Absent	Member Clark Member Collier Member Cooper Member Manson Member Mapes Member Scott Member Trautman	Yes Absent Yes Yes Yes Absent Yes
----------------------------	---	---

9. Public Comments

10. Board Member Comment

Member Cooper commented on the tenure of the Parks employees.
Member Manson welcomed the new Athletic Coordinator Nick Cook.
Member Clark also commented on the tenure of the Parks staff.
Chairman Trautman congratulated everyone on their promotions.

11. Adjournment

Motion: Member Manson motioned for adjournment.
Member Cooper seconded the motion.

Discussion: None

Park Board Minutes: March 28, 2023 **Page 3**

Vote:	5 Aye	Member Clark	Aye
	0 Nay	Member Collier	Absent
	2 Absent	Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Absent
		Member Trautman	Aye

The regular meeting of the Raymore Parks and Recreation Board adjourned at 6:23 p.m.

Respectfully submitted,

Greta Naab
Office Assistant

APPROVED: April 25, 2023 (6-0, 1 absent)

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, MARCH 21, 2023** IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: JEREMY MANSUR, JIM PETERMANN, WILLIAM FAULKNER, MATTHEW WIGGINS, KELLY FIZER, TOM ENGERT, MARIO URQUILLA, AND MAYOR TURNBOW. ABSENT WAS ERIC BOWIE. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR DAVID GRESS, CITY PLANNER DYLAN EPPERT, CITY ATTORNEY JONATHAN ZERR, PUBLIC WORKS DIRECTOR MICHAEL KRASS, ASSISTANT CITY ENGINEER TRENT SALISBURY, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. **Call to Order** – Chairman Wiggins called the meeting to order at 6:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Wiggins declared a quorum present to conduct business.
4. **Personal Appearances - none**
5. **Consent Agenda**

- a. **Approval of Minutes from the March 7, 2023 meeting**

Motion by Commissioner Faulkner, Seconded by Commissioner Urquilla, to approve the Consent Agenda.

Vote on Motion:

Chairman Wiggins	Aye
Commissioner Faulkner	Aye
Commissioner Bowie	Absent
Commissioner Fizer	Aye
Commissioner Engert	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.

6. **Unfinished Business - none**

7. **New Business -**

- a. **Case #23007 - Timber Trails Mixed Use Rezoning (*public hearing*)**

Chairman Wiggins opened the public hearing at 6:02pm.

Matt Tapp, 21 SE 29th Terrace, came to the podium to introduce the Griffin Riley development group and gave an overview of the project and requested rezoning. The proposed project will include retail shopping, apartment buildings, and a hotel.

Mayor Turnbow noted that the dead end road to the north of the development should not have access to the proposed development except for fire access. Having a cul-de-sac style dead end there would discourage crime by restricting movements between developments.

Development Services Director David Gress gave the Staff Report. The requested action is to reclassify the zoning of 22.31 acres "R-3AP" Multi-Family Residential Planned District to "PUD" Planned Unit Development District. The Future Land Use Map of the current Growth Management plan designates this property as appropriate for High Density Residential. The Major Thoroughfare Plan Map classified Dean Avenue as a Minor Arterial, Lucy Webb Road as a Major Collector, and Johnston Drive as a Minor Collector. In January 2004, an application to rezone the entirety of the Timber Trails Development from its previous "A" and "M-1" zoning designations to R-1P and R-3P zoning designations was approved by the City Council. In February 2004, a preliminary plat for the area including the subject property and the area that is now the location of Benton House, was approved to include 336 townhome units. Of the remaining undeveloped portion of the preliminary plat, 268 townhomes remain approved, but unbuilt. The first final plat for the Timber Trails townhome development was approved in February 2005, and included 15 buildings, containing a total of 68 townhome units, all of which have been constructed. In 2007, Hunt Midwest Development and the Yarco Company appeared at a City Council Work Session for a proposal to develop a mixed-use, mixed-income development on the subject property, which would have been partially financed with Missouri Housing Development Commission Low-Income Housing Tax Credits. The City Council and community expressed overwhelming opposition to the proposal, and a development application was never filed with the City. In December 2008, Hunt Midwest Real Estate filed a joint application with the Dalmark Group to request Preliminary Plat approval for this portion of the Timber Trails development to allow for the construction of a 340-unit development. In August 2009, the City Council approved the request to allow for the proposed apartment development. No development applications were ever submitted to the City for this project. In August 2014 the City Council approved a conditional use permit for a senior living facility to be located southwest of the subject property. In April 2022, the City Council approved the PUD rezoning and Preliminary Development Plan for Allera, a 170-lot detached single family development, as well as a 9 unit live/work attached single family component. No applications have been submitted for the property to date. The applicant, Giffin Riley Property Group, originally submitted a PUD rezoning request for this property in October 2021. Upon initial review of the application, and further discussion with City staff, the applicant requested to place the application on hold. The application expired in accordance with the Unified Development Code. The Timber Trails 3rd Plat located to the southeast of the subject property, was approved by the City Council in September 2022. This was the most recent development within the Timber Trails area. City Planner Dylan Eppert noted that a Good Neighbor meeting was held in March 2023 with no residents in attendance. Amenities for the development will include wet regional detention basin, internal walking trails, covered residential parking structures, tuck-under garage parking, and a clubhouse with a pool deck. The density of the proposed apartment use within the proposed PUD is approximately 23.05 dwelling units per acre. This increase accounts for the previous development of Benton House and the proposal of two additional uses within the proposed development. No deviations were requested for parking requirements. The use standards for the proposed retail strip center are reflective of the use standards for the C-2 General Commercial and C-3 Regional Commercial zoning districts. No deviations in permitted, conditional, or prohibited uses were requested as part of the proposed PUD. Pursuant to Section 415.060(D) of the Unified Development Code, The Planning and Zoning Commission and City Council may designate divisible geographic sections of the entire parcel to be developed as a unit, and may, in such a case, specify reasonable periods within which developments of such unit must be commenced. Staff included a proposed phasing schedule within the MOU. The City has taken on the responsibility of constructing the extension of Johnston Drive from its current terminus to connect to Dean Avenue. This is a project approved as part of the 2020 General Obligation Bond Issuance. Staff is currently under design on the roadway. South Metro Fire Protection District reviewed the proposed development and offered the following comments: The applicant has requested to modify the 150' access requirement from all parts of the apartment buildings only and proposed 200' to all parts. City Staff recommends the Planning and Zoning

Commission accept the staff proposed findings of fact and forward the case to the City Council with a recommendation of approval.

Commissioner Urquilla asked if there would be a right turn lane installed on Dean Avenue leading into the development.

Director of Public Works Mike Krass noted that there will not be, and noted that there are issues with the parking, where cars would have to back out directly onto the road. Mr. Krass stated that the road is being requested as a public road, but does not serve a public need.

Commissioner Urquilla asked about speed bumps in the development.

Mr. Krass stated that the applicant may choose to add them if they'd like.

Commissioner Faulkner asked why the area for lots 1 and 4 are only noted as a 2,000 sq ft area?

Mr. Eppert noted that since this is the rezoning for the property, the area has not been approved as being that size. The lot can be made larger, but must be a minimum of 2,000 sq ft.

Commissioner Faulkner voiced some concerns about how tall the hotel will be.

Mr. Eppert mentioned that Staff has looked into the height requirements and talked with the developers about managing the height of all of the future buildings.

Commissioner Faulkner asked about the trash receptacle locations, and asked if within the buildings, would there be a smaller community receptacle so tenants don't have to go out to the large receptacle.

Mr. Eppert noted that there are three trash enclosures and the main receptacle will need to be moved, since it is currently proposed in a location that is not approved. Jake Loveless came to the podium to explain that a third trash receptacle will be located near the hotel. There won't be a trash area near every building, but the other two will be centrally located and have compactors. There will not be trash enclosures in the buildings, but a trash pickup service will be offered.

Commissioner Mansur asked how the drive-thru would work if there is a 30' landscape buffer, and mentioned that a right turn lane would make things much better for the development.

Mr. Eppert noted that this is a preliminary development plan, so layouts can change a bit, but as it stands, a drive-thru would not work.

Commissioner Fizer asked why the retail portion is all the way at the back of the development, instead of closer to Dean Avenue.

Mr. Loveless noted that the developers felt it flowed best with the property and future buildings they are planning.

Chairman Wiggins asked if a hotel came in, would they be able to substantially change the appearance of the building or property.

Mr. Gress noted that the language around that topic can be added to the MOU as part of the PUD.

Chairman Wiggins asked about the occupancy rates of rental properties in the city.

Mr. Gress stated that there are over 9,700 occupiable units in the City, and gave an overview of different types of buildings that have been approved and how those will affect occupancy stats.

Mayor Turnbow noted that it would be nice to have trash receptacles at every building, not just three locations for the whole development, and asked if the developers have thought about designating one of the buildings as a 55+ building.

Mr. Loveless noted that there is limited space, and the proposed trash receptacles are compactors instead of just regular dumpsters. The developers have not thought about it, but there will be services available that would benefit the older population that would live there.

Chairman Wiggins closed the public hearing at 7:15pm.

Motion by Commissioner Urquilla, Seconded by Mayor Turnbow, to accept Staff proposed findings of fact and forward Case #23007, Timber Trails Mixed Use Rezoning to the City Council with a recommendation of approval, including three conditions.

Vote on Motion:

Chairman Wiggins	Aye
Commissioner Faulkner	Nay
Commissioner Bowie	Absent
Commissioner Fizer	Aye
Commissioner Engert	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Aye

Motion passed 7-1-0.

Commissioner Faulkner noted that he voted against the project due to the fact that the driveway going into the retail lot was not recommended by Staff, but will be done anyway.

8. City Council Report

City Attorney Jonathan Zerr gave an overview of the one City Council meeting that has taken place since the Planning & Zoning Commission last met.

9. Staff Report

Mr. Eppert noted that the meeting for April 4th will be canceled, as well as the April 18th Planning and Zoning Commission meeting. Congratulations to Commissioner Engert as he moves on to serve on the City Council. Mr. Krass updated the Commission about the streets, curbs, and sidewalk projects Public Works has on the schedule.

10. Public Comment

No public comments.

11. Commission Member Comment

Commissioner Mansur thanked staff and congratulated Mr. Engert.

Commissioner Petermann thanked staff.

Commissioner Faulkner thanked staff and the Commission.

Chairman Wiggins thanked staff, and congratulated Mr. Engert.

Commissioner Fizer thanked staff.

Commissioner Engert thanked staff and mentioned that he has enjoyed his time with the Planning Commission.

Commissioner Urquilla thanked staff and congratulated Mr. Engert.

Mayor Turnbow gave an update about the House Bill 909 regarding the landfill.

12. Adjournment

Motion by Commissioner Urquilla, Seconded by Commissioner Faulkner, to adjourn the March 21, 2023 Planning and Zoning Commission meeting.

Vote on Motion:

Chairman Wiggins	Aye
Commissioner Faulkner	Aye
Commissioner Bowie	Absent
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Engert	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.

The March 21, 2023 meeting adjourned at 7:32 p.m.

Respectfully submitted,

Emily Jordan

PROCLAMATION

WHEREAS, public works infrastructure, facilities, and services are of vital importance to sustainable communities and to the health, safety, and well-being of the people of Raymore; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees from the State and local units of government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, sewages, and refuse disposal systems, public buildings, and other structures and facilities essential to serve our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the United States of America to gain knowledge of and to maintain an interest and understand the importance of public work and public works programs in their respective communities; and

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim the week of May 21st through 27th, 2023, as

NATIONAL PUBLIC WORKS WEEK

in the City of Raymore, Missouri, and urge all citizens to recognize the importance of our Public Works Department and the substantial contributions they make to our health, safety, and welfare.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 8th day of May, 2023.


Kristofer P. Turnbow, Mayor

