

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, May 22, 2023
6:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

- Bob Schmidt - Aaron's Family Fun Center Annual Police Fundraiser

5. Personal Appearances

- City Auditor – Kim Pearson, Dana F. Cole & Co., FY 2022 Financial Statements (provided to Council under separate cover)
- Adam Derham, 421 Meadowlark Dr. - stop sign placement at Meadowlark Dr. and River Birch Rd.

6. Staff Reports

- A. Public Works (pg 9)
- B. Parks and Recreation (pg 11)
- C. Communications Report
- D. Monthly Financial Report (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, May 8, 2023 (pg 25)
- B. Appointment of a City Councilmember to the License Tax Review Committee

Reference: - Resolution 23-19 (pg 33)

Section 605.120 of the Raymore City Code provides that the Mayor shall appoint, upon the advice and consent of a majority of the City Council, members of the License Tax Review Committee. The Mayor recommends the appointment of Sonja Abdelgawad as a City Council member to fill the seat.

C. Amended and Restated Appointments and Affirmations of Membership to Incentive District Boards

Reference: - Resolution 23-24 (pg 35)

Due to staffing changes, a Resolution approving changes to the composition of the CID and TDD boards has been prepared. Resolution 23-24 shows each of the members currently serving on the boards, even if the members are not being re-appointed, in order for the City Council to better track who is serving on the various boards.

D. Acceptance of Public Improvements - Sunset Plaza

Reference: - Resolution 23-20 (pg 41)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications. In addition, the Development Services and Public Works directors have inspected the site and found it to be in compliance with City of Raymore Code requirements.

E. Acceptance of Public Improvements - Oak Ridge Farms 4th

Reference: - Resolution 23-21 (pg 43)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications. In addition, the Development Services and Public Works directors have inspected the site and found it to be in compliance with City of Raymore Code requirements.

F. Mazuma Force Main - Acceptance and Final Payment

Reference: - Resolution 23-22 (pg 45)

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

G. 2022 Curb Project - Acceptance and Final Payment

Reference: - Resolution 23-23 (pg 47)

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

9. Unfinished Business - Second Reading

A. Award of Contract - Harmon Construction Inc.

Reference: - Agenda Item Information Sheet (pg 51)
- Bill 3803 (pg 5355)
- Contract (pg)

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.

- City Council, 05/08/2023: Approved 8-0
- Parks and Recreation Board, 04/25/2023: Approved 6-0

B. Budget Amendment - Raymore Activity Center Phase II

Reference: - Agenda Item Information Sheet (pg 97)
- Bill 3804 (pg 99)

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

- City Council, 05/08/2023: Approved 8-0

C. J&M Displays - Fireworks Contract

Reference: - Agenda Item Information Sheet (pg 101)
- Bill 3805 (pg 103)
- Contract (pg 105)

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

- City Council, 05/08/2023: Approved 8-0
- Parks and Recreation Board, 10/25/2022: Approved 6-0

D. Award of Contract - Police Firing Range Fence

Reference: - Agenda Item Information Sheet (pg 121)
- Bill 3806 (pg 123)
- Contract (pg 126)

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.

- City Council, 05/08/2023: Approved 8-0

10. New Business - First Reading

A. Award of Contract - Police Firing Range - Electrical

Reference: - Agenda Item Information Sheet (pg 167)
- Bill 3807 (pg 169)
- Proposal (pg 171)

This project calls for the installation of 100 amp supply with an aluminum cabinet, a 200 amp supply with an aluminum cabinet and 100 amp supply with an H frame. Staff is recommending award of this contract to Black & McDonald.

B. Award of Contract - Mower

Reference: - Agenda Item Information Sheet (pg 173)
- Bill 3809 (pg 175)
- Proposal (pg 177)

This project calls for the purchase of a remote control brush mower. Staff is recommending award of this contract to Red Equipment, LLC.

C. Budget Amendment - Police Firing Range

Reference: - Agenda Item Information Sheet (pg 189)
- Bill 3810 (pg 191)
- Fund 45 Exhibit (pg 193)

Staff is requesting a budget amendment to make improvements to the police firing range to include: fence, power to meter, electrical work, a remote control mower and trailer.

D. Award of Contract - Inflow and Infiltration

Reference: - Agenda Item Information Sheet (pg 195)
- Bill 3814 (pg 197)
- Contract (pg 199)

This project involves rehabilitation of the sanitary sewer system in Chateau Place to eliminate ground water entering the sewer.

E. Madison Valley 2nd Final Plat

- Reference: - Agenda Item Information Sheet (pg 249)
- Bill 3812 (pg 251)
- Staff Report (pg 254)
- Development Agreement (pg 262)
- Final Plat Drawing (pg 271)

Bryan Rahn, representing Blue Springs Safety Storage, LLC and Country Club Homes, LLC, is requesting final plat approval of the Madison Valley 2nd Plat, a proposed 55-lot subdivision located north of 58 Highway, generally between Sunset Lane and N. Madison Street.

- Planning and Zoning Commission, 05/22/2023: Approved 8-0

F. Johnston Drive Right-of-Way Final Plat

- Reference: - Agenda Item Information Sheet (pg 273)
- Bill 3813 (pg 275)
- Staff Report (pg 277)
- Final Plat Drawing (pg 283)

As part of the 2020 GO Bond Issuance, Raymore voters approved the extension of Johnston Drive from its current terminus south of Benton House, east to connect to Dean Avenue. This request provides the required right-of-way from the current owner of the adjoining properties, Hunt Midwest Real Estate, to facilitate the construction of the project.

- Planning and Zoning Commission, 05/22/2023: Approved 9-0

G. Transfer of Tract AA, Brookside 10th Plat, to Brookside Homeowners Association

- Reference: - Agenda Item Information Sheet (pg 285)
- Bill 3811 (pg 287)
- Property Map (pg 289)
- Quit-Claim Deed (pg 291)
- Letter from Homeowners Association (pg 293)

In 2020, Council approved a replat of common area Tract Y in the Brookside subdivision, currently owned by the City of Raymore. The Replat of Tract Y established a new common area tract described as Tract AA. Tract AA was created after discussion with the Brookside Homes Association (HOA). The HOA desires to maintain control on the use of Tract AA, and will assume maintenance responsibilities.

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, 05/15/2023 (pg 297)
 - Planning and Zoning Commission minutes, 05/02/2023 (pg 299)
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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



PUBLIC WORKS MONTHLY REPORT

May 2023

ENGINEERING DIVISION

Projects Under Construction

- FY 2023 Street Preservation
- FY 2023 Curb Replacement
- FY 2023 Stormwater Improvement

Development Under Construction

- Eastbrook at Creekmoor 3rd Plat
- Edgewater 8th and 9th Plats
- Oakridge Farms 4th
- Parkside 1st Plat
- Alexander Creek 3rd Plat
- The Depot
- Estates at Knoll Creek Second
- Ridgeview Estates

OPERATIONS & MAINTENANCE DIVISION

- 70 City Hall Work Orders
- 12 Driveway Inspections
- 5 Final ROW Inspections
- 362 Locates
- 17 Service Requests
- 0 Sewer Inspection
- 1 Water Inspections
- 6 Sidewalk Inspection
- 1 Water Taps
- 1 Curb Inspection
- Uploaded and entered backflow tests into system
- Sidewalk repairs - Old Paint
- Completed misc concrete inspections
- Completed water service requests
- Patched potholes
- Water meter repairs
- Fleet maintenance
- Picked up a pallet of patch
- Water turn ons
- Mowed and weed eated stations
- Equipment maintenance
- Water break on Old Mill Rd
- Flagger Safety Training 5/04/2023
- Rebuilt 3 meter pits
- Water crew and Concrete crew assisted customer service

- Curb patched on Buena Vista
- Curb patched on Brompton Ln
- Curb patched on E Sierra
- Cleaned storm box on Ventnor
- Completed sidewalk inspections
- Made updates to handheld radios
- Replaced 386 hydraulic box seal
- Completed 6 concrete requests
- Worked on sign work orders
- Fixed road to White Tail Lift Station
- Continued inspections of sewer manholes in Zone 2 for potential sewer jetting this coming season
- EPA samples
- Changed out meter at the Benton House
- Cleaned the sewer baskets at Owen Good Lift Station
- APWA Public Works institute Module 4 training (May 9th-11th) - Luke Daugherty
- Cleaned grease out of the wet well at Lift Station #7

MONTHLY REPORT

May 2023

Monthly Highlights

- Centerview was host for an NFL Draft Watch Party** on Thursday night for Raymore's NFL Youth Flag Football League. Academy Sports hosted the event and provided snacks, games and live streaming of the draft. Participants were able to remotely interact with special guests and former players during the event.
- Parks and Recreation Director Nathan Musteen, the Raymore Parks and Recreation Board and the Raymore City Council held a **ribbon cutting ceremony for the Hawk's Nest All Inclusive Playground** at Hawk Ridge Park on Monday.
- The City of Raymore received notification this week that it has reached **10 years as a Tree City USU community**. Members of the community celebrated by taking a photo of our Arbor Day Tree during the ribbon cutting ceremony at the Hawk's Nest Playground.
- The Summer 2023 Parks & Rec Program Guide is available digitally!** Paper copies will be in Raymore mailboxes soon, but you can view the guide to plan your summer calendar. View summer sports and instructional programs, summer camp and community events in this issue! [Click here to read the issue online.](#)
- Raymore Chamber of Commerce hosts The EXPO at Centerview on Saturday, May 13.** The 1st year event is designed to learn about Raymore Chamber of Commerce businesses and their services, shop from local businesses and crafters, and enjoy both indoor and outdoor family friendly activities, live music, food and drinks. [Click here to learn more about the event.](#)





Other News

- Parks and Recreation Director Nathan Musteen and Assistant City Engineer Trent Salsbury met with CFS Engineering on Sunset Lane and Hawk Ridge Park improvements.
- Parks and Recreation Director Nathan Musteen, Development Services Director David Gress and City Planner Dylan Eppert met with consultants regarding a comprehensive master plan for the City.
- Recreation Coordinator Corinne Harkins held interviews for summer camp positions.
- Athletic Coordinator Nick Cook completed the baseball/softball schedules and ordered medals and trophies for the conclusion of our spring flag football, soccer and youth volleyball seasons.
- Recreation Superintendent Todd Brennon worked with contractors in de-winterizing the Variety KC Inclusive Sprayground at T.B. Hanna Station. Brennon and park staff began preparations to have the sprayground open on Memorial Day Weekend.
- Recreation Superintendent Todd Brennon and Athletic Coordinator Nick Cook held a concessions staff meeting at Centerview. The meeting was an orientation meeting for new staff members and preparing for the summer season at Recreation Park.
- Park Staff finalized landscaping and installed signage at the Hawk's Nest All Inclusive Playground. Maintenance staff also painted three new soccer fields at Recreation Park in preparation for a soccer tournament on May 13.
- Recreation Superintendent Todd Brennon met with a representative from the National Fitness Campaign on potential grants for outdoor fitness equipment.
- Recreation Superintendent Todd Brennon and Communications Manager Melissa Harmer were guests on Foxwood Springs TV and discussed parks programs, upcoming events and other City news.
- Athletic Coordinator Nick Cook prepared for the end of season soccer tournament, stocked the concession stands, received medals for soccer, flag football and volleyball, and published the baseball/softball schedules.
- Parks and Recreation Director Nathan Musteen, Parks Superintendent Steve Rulo met with Eric Eastwood on improvements to the Disc Golf course at Recreation Park.
- The Parks and Recreation Board met in a work session on May 9. Topics of discussion included a presentation on the Master Plan, the capital improvement plan for next year and general subjects related to the department.
- Development Services Director David Gress, City Planner Dylan Eppert and Parks Director Nathan Musteen met with representatives from the City of Peculiar to discuss City Code requirements for open space and parkland dedication.



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Facility Use for the Month

Centerview

- 2 HOA Meeting
- Live Wires Square Dance
- 1 Quinceanera
- Police Department CIT Training
- Garden Club Meeting
- Painting Class
- Raymore Chamber of Commerce Business Expo
- 7 Graduation Parties
- Senior Health Seminar
- Raymore Police Citizens Academy
- Summit Homes Business meeting
- Raymore Chamber of Commerce Luncheon

RAC

- Volleyball Practice
- Open play Volleyball
- Birthday Party Rental

Picnic Shelters

- 38 Shelter Rentals

Save the Date - Upcoming Events

- **Movie in the Bark** - Friday, June 16: Dusk at T.B. Hanna Station Park - DC League of Super Pets
- **Spirit of America** - Friday, June 30: 7pm at Recreation Park
- **Snack and Splash** - Saturday July 15: 12 - 1:30 p.m. at T.B. Hanna Station Park
- **Movie in the Park** - Friday July 21: Dusk at T.B. Hanna Station Park - Black Panther Wakanda Forever
- **Mini Mud Run** - Friday August 18: Starting at 5:30 p.m. Hawk Ridge Park

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period April 1, 2023 to April 30, 2023.

April Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

50% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 64.41% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been contracted by the Council..

- Property tax revenues collected are tracking slightly above straight line at 102.09%. Staff expects this revenue source to come in above budget due to delinquent collections as well as personal property add ons that were not reported to the county, therefore not included in the AV report received in July.
- Franchise Tax revenues are tracking above straight line at 57.63%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year. Spire Franchise is tracking ahead of the prior year due to another rate increase to the consumer this year.
- Sales tax revenues as a whole are tracking above straight line budget at 54.06%. City sales taxes are at 51.82% while state shared gasoline and vehicle taxes are at 61.62%.
- Fees and Permit revenues collected are tracking above straight line budget at 71.64%. There are 15 detached single family and 60 attached single family residential building permits issued out of the 153 budgeted starts. In addition, we have issued 13 commercial building permits.
- License revenues collected are tracking as expected at 81.8% of straight line budget. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are below straight line budget at 46.55%. The court has transitioned to the Show-Me Court software required by the State of Missouri. Staff will continue to monitor this revenue source closely throughout the

Expenditures:

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

- The Administration Department is above straight line budget at 66.52% and is primarily due to professional services associated with the proposed landfill to be developed on the northern border of Raymore just north of the Creekmoor subdivision in Kansas City.
- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.

Parks & Recreation Fund

Revenue:

Revenues are at 58.64% of budget 50% of the way through the year, normal for this time of the year. Staff will continue to monitor all revenue sources closely

Expenditures:

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 49% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

Enterprise Fund expenditures tracking below straight line budget but at expectations.

01 -GENERAL FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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REVENUE SUMMARY

NON-DEPARTMENTAL

PROPERTY TAXES	0.00	0.00	0.00	1,768,168.00	20,044.26	1,805,082.34	0.00	(36,914.34)	102.09
FRANCHISE TAXES	0.00	0.00	0.00	2,297,549.00	235,337.78	1,324,008.60	0.00	973,540.40	57.63
SALES TAXES	0.00	0.00	0.00	4,171,136.00	374,534.02	2,254,874.99	0.00	1,916,261.01	54.06
FEES AND PERMITS	0.00	0.00	0.00	657,655.00	150,562.38	471,168.56	0.00	186,486.44	71.64
LICENSES	0.00	0.00	0.00	122,477.00	4,481.00	100,190.00	0.00	22,287.00	81.80
MUNICIPAL COURT	0.00	0.00	0.00	251,228.00	24,979.83	116,955.99	0.00	134,272.01	46.55
MISCELLANEOUS	0.00	0.00	0.00	533,958.00	28,753.11	501,188.80	(1.00)	32,770.20	93.86
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,878,303.00	146,315.34	949,892.04	0.00	928,410.96	50.57
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	11,680,474.00	985,007.72	7,523,361.32	(1.00)	4,157,113.68	64.41

COVID-19

TOTAL REVENUES	0.00	0.00	0.00	11,680,474.00	985,007.72	7,523,361.32	(1.00)	4,157,113.68	64.41
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EXPENDITURE SUMMARY

NON-DEPARTMENTAL	0.00	0.00	0.00	1,305,000.00	12,500.00	1,200,000.00	0.00	105,000.00	91.95
ADMINISTRATION	0.00	0.00	0.00	1,450,179.34	144,523.39	902,414.33	62,250.95	485,514.06	66.52
INFORMATION TECHNOLOGY	3,413.50	1,963.50	1,450.00	799,844.16	44,297.30	421,529.28	51,531.96	326,782.92	59.14
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	156,102.00	85.33	62,863.66	0.00	93,238.34	40.27
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	783,784.80	60,563.83	386,579.09	5,736.30	391,469.41	50.05
ENGINEERING	0.00	0.00	0.00	488,249.00	36,606.83	246,364.28	3,506.87	238,377.85	51.18
STREETS	0.01	0.00	0.01	897,577.00	57,202.96	378,224.43	44,106.84	475,245.73	47.05
BUILDING & GROUNDS	0.00	0.00	0.00	381,246.00	27,511.62	170,672.08	4,154.83	206,419.09	45.86
STORMWATER	0.00	0.00	0.00	346,652.20	22,737.68	144,785.63	23,740.76	178,125.81	48.62
COURT	0.00	0.00	0.00	141,289.23	9,706.43	68,365.87	20.28	72,903.08	48.40
FINANCE	0.00	0.00	0.00	837,024.00	98,959.95	424,878.33	5,159.00	406,986.67	51.38
COMMUNICATIONS	0.00	0.00	0.00	223,207.00	9,496.02	107,271.37	1,970.46	113,965.17	48.94
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	10,000.00	2,000.00	12,400.00	49.18
POLICE	12,489.92	10,360.92	2,129.00	4,663,706.00	333,878.32	2,200,165.25	3,905.45	2,459,635.30	47.26
EMERGENCY MANAGEMENT	0.00	0.00	0.00	134,046.00	8,379.11	59,381.47	688.75	73,975.78	44.81

TOTAL EXPENDITURES	15,903.43	12,324.42	3,579.01	12,632,306.73	868,448.77	6,783,495.07	208,772.45	5,640,039.21	55.35
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REVENUES OVER/(UNDER) EXPENDITURES	(15,903.43)	12,324.42	(3,579.01)	(951,832.73)	116,558.95	739,866.25	(208,773.45)	(1,482,925.53)	55.80-
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25 -PARK FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	474,915.00	5,394.31	485,678.07	0.00	(10,763.07)	102.27
MISCELLANEOUS	0.00	0.00	0.00	2,470.00	1,934.85	12,393.33	0.00	(9,923.33)	501.75
FACILITY RENTAL REVENUE	0.00	0.00	0.00	13,075.00	2,227.50	8,204.50	0.00	4,870.50	62.75
TRANSFERS - INTERFUND	0.00	0.00	0.00	550,000.00	45,833.33	274,999.98	0.00	275,000.02	50.00
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,040,460.00	55,389.99	781,275.88	0.00	259,184.12	75.09
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	913.75	1,698.00	0.00	58,302.00	2.83
FACILITY RENTAL REVENUE	0.00	0.00	0.00	44,575.00	0.00	0.00	0.00	44,575.00	0.00
PROGRAM REVENUE	0.00	0.00	0.00	244,200.00	8,010.00	137,204.89	0.00	106,995.11	56.19
TOTAL RECREATION DIVISION	0.00	0.00	0.00	348,775.00	8,923.75	138,902.89	0.00	209,872.11	39.83
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	70,675.00	10,156.37	26,911.72	0.00	43,763.28	38.08
PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	10.00	1,745.00	0.00	7,855.00	18.18
TOTAL CENTERVIEW	0.00	0.00	0.00	80,275.00	10,166.37	28,656.72	0.00	51,618.28	35.70
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,490.00	105.00	1,668.00	0.00	822.00	66.99
CONCESSION REVENUE	0.00	0.00	0.00	2,000.00	311.50	425.25	0.00	1,574.75	21.26
FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	1,466.25	5,270.00	0.00	19,555.00	21.23
PROGRAM REVENUE	0.00	0.00	0.00	218,325.00	12,730.00	50,790.00	0.00	167,535.00	23.26
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	247,640.00	14,612.75	58,153.25	0.00	189,486.75	23.48
TOTAL REVENUES	0.00	0.00	0.00	1,717,150.00	89,092.86	1,006,988.74	0.00	710,161.26	58.64
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	2,100.00	0.00	2,100.00	962,496.90	73,844.12	473,986.92	20,320.40	468,189.58	51.36
RECREATION DIVISION	570.55	570.55	0.00	375,079.00	34,537.69	130,645.88	3,643.45	240,789.67	35.80
CENTERVIEW	0.00	0.00	0.00	102,771.04	6,039.92	41,490.34	1,038.36	60,242.34	41.38
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	263,628.54	19,577.52	116,484.36	1,518.36	145,625.82	44.76
TOTAL EXPENDITURES	2,670.55	570.55	2,100.00	1,703,975.48	133,999.25	762,607.50	26,520.57	914,847.41	46.31
REVENUES OVER/(UNDER) EXPENDITURES	(2,670.55)	570.55	(2,100.00)	13,174.52	(44,906.39)	244,381.24	(26,520.57)	(204,686.15)	1,653.65

50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	23,910.00	13,178.76	76,283.94	0.00	(52,373.94)	319.05
UTILITY REVENUE	0.00	0.00	0.00	9,909,642.00	711,965.56	4,791,385.21	0.00	5,118,256.79	48.35
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,933,552.00	725,144.32	4,867,669.15	0.00	5,065,882.85	49.00
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	9,933,552.00	725,144.32	4,867,669.15	0.00	5,065,882.85	49.00
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	300,000.00	0.00	300,000.00	50.00
WATER	83,576.74	24,217.75	59,358.99	3,731,906.08	287,843.98	1,643,003.23	(17,584.16)	2,106,487.01	43.55
SEWER	39,359.33	27,989.33	11,370.00	4,013,697.55	185,939.00	1,807,697.02	(19,076.84)	2,225,077.37	44.56
SOLID WASTE	0.00	0.00	0.00	1,992,431.00	151,388.64	755,248.88	0.00	1,237,182.12	37.91
TOTAL EXPENDITURES	122,936.07	52,207.08	70,728.99	10,338,034.63	675,171.62	4,505,949.13	(36,661.00)	5,868,746.50	43.23
REVENUES OVER/(UNDER) EXPENDITURES	(122,936.07)	52,207.08	(70,728.99)	(404,482.63)	49,972.70	361,720.02	36,661.00	(802,863.65)	98.49-

Investment Monthly Report

Investments Held at 04/30/23

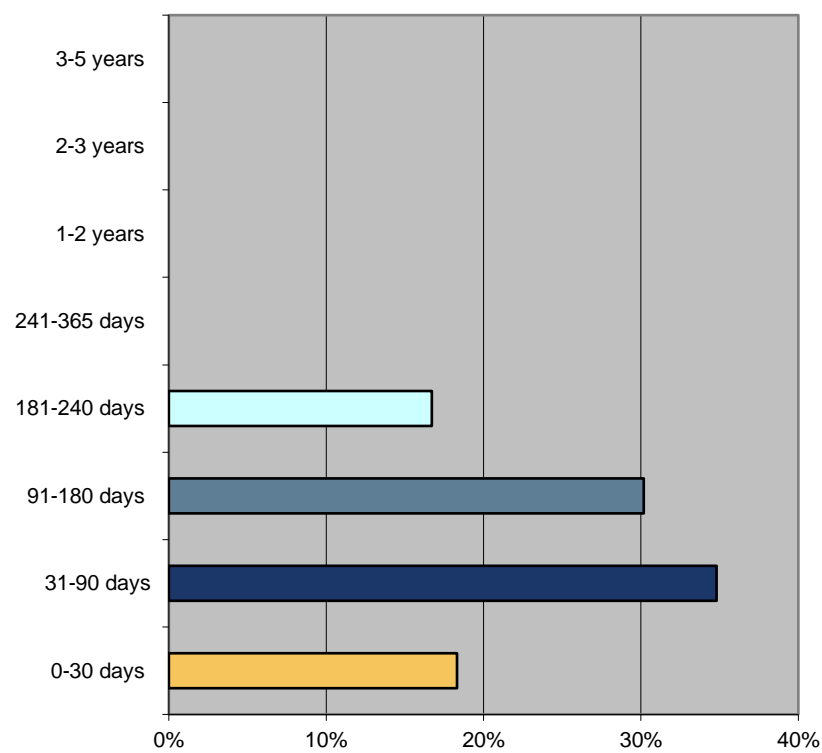
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/21/22	1154210	NASB	CD		12/21/23	2,000,000.00	2,000,000.00	4.5000	2,000,000.00
12/21/22	1154228	NASB	CD		12/21/23	2,000,000.00	2,000,000.00	4.5000	2,000,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,194,629.31	2,194,629.31	4.1600	2,194,629.31
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,049,620.80	1,049,620.80	4.1600	1,049,620.80
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,138,814.40	1,138,814.40	4.1600	1,138,814.40
08/26/22	296021143	COMMERCE	CD		08/10/23	2,062,000.00	2,062,000.00	3.2580	2,062,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/23	702,218.01	702,218.01	0.2000	702,218.01
09/11/22	902480	CBR	CD		09/11/23	2,008,423.68	2,008,423.68	3.6000	2,008,423.68
11/01/22	296021348	COMMERCE	US TREASURY	GO BOND	10/05/23	5,215,000.00	5,215,000.00	4.5950	5,215,000.00
08/31/22	60031560	COMMERCE	US TREASURY	JUSTICE CENTER	08/10/23	5,567,000.00	5,567,000.00	3.2780	5,567,000.00
Investment Total						23,937,706.20	23,937,706.20		23,937,706.20

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

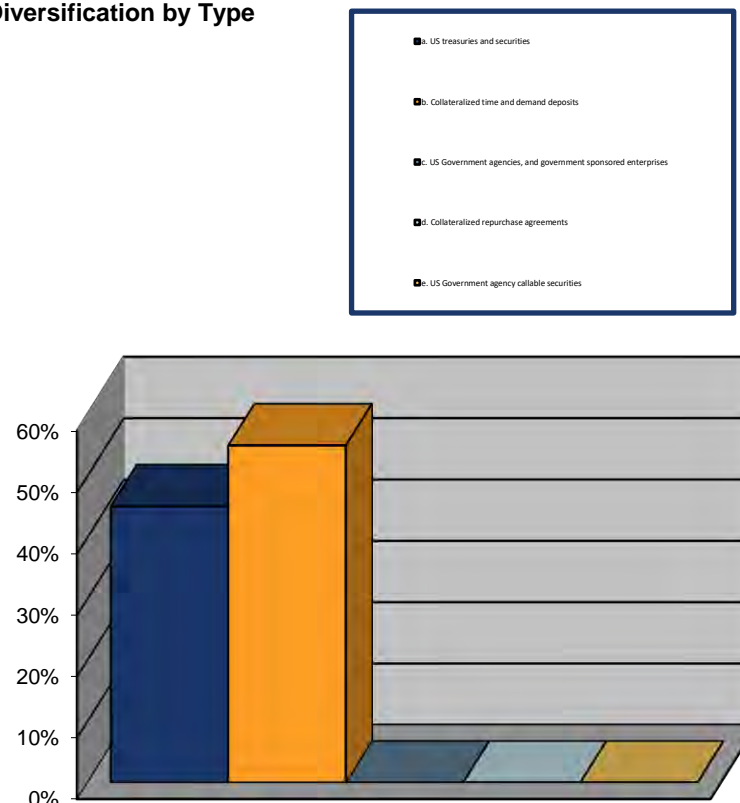
Average Annual Rate of Return: **3.8656**

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

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held

Average Rate of Return on Maturities:

April Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2022 - Sept. 2023)	MoDOT (Traffic & Hwy. Safety Division)	\$7,500 (no match)	\$3,091.44	\$967.28	09/30/22
State & Community Hwy. Safety Grant - HMV (Oct. 2022 - Sept. 2023)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$1,821.50	\$0.00	09/30/22
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$3,389.38	\$3,389.38	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2023 (July 2022 - June 2023)	FEMA	\$41,678.26 (50% match)	\$24,542.63	\$15,966.76	06/30/23
Cares Act - COVID19	Cass County		\$1,124,198	\$1,124,198	12/31/20
American Rescue Plan Act (ARPA)	State of MO - Office of Administration	\$4,478,428.98	\$4,502,163.68	\$4,502,163.68	12/31/26
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, MAY 8, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, FORSTER, 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.

3. Pledge of Allegiance

4. Presentation/Awards

Mayor Turnbow presented a proclamation for National Public Works Week to Public Works Director Mike Krass.

5. Personal Appearances

6. Staff Reports

Development Services Director David Gress and Emergency Management Director Tim Baldwin reviewed their staff reports included in the packet. They answered questions from Council.

City Manager Jim Feuerborn announced items for the May 15 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, April 24, 2023

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

DISCUSSION: Councilmember Forster stated she watched the April 24 meeting and read the minutes and will be voting on this item.

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

9. Unfinished Business

A. 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 second reading of Bill 3800 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second 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	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3800 as **Raymore City Ordinance 2023-032**.

B. 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 second reading of Bill 3801 by title only.

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

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3801 as **Raymore City Ordinance 2023-033**.

10. New Business

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

Mayor Turbow opened the public hearing at 6:16 p.m. and called for a staff report.

Development Services Director David Gress stated 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 public hearing needs to be opened and closed.

Mayor Turnbow opened the floor for public comments. Hearing none, he closed the public hearing at 6:17 p.m.

B. Award of Contract - Harmon Construction Inc.

BILL 3803: "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."

City Clerk Erica Hill conducted the first reading of Bill 3803 by title only.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the packet. As part of the 2020 GO Bond issue, 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. 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 separately from this contract.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3803 by title only.

DISCUSSION: None

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

C. Budget Amendment - Raymore Activity Center Phase II

BILL 3804: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2023 CAPITAL BUDGET."

City Clerk Erica Hill conducted the first reading of Bill 3804 by title only.

Finance Director Elisa Williams reviewed the staff report included in the packet. The 2020 GO Bond issue included funding in the amount of 3,000,000 for design and construction of the expansion of the Raymore Activity Center. 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.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3804 by title only.

DISCUSSION: None

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

D. J & M Displays - Fireworks Contract

BILL 3805: "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."

City Clerk Erica Hill conducted the first reading of Bill 3805 by title only.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the packet. 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 additional one year renewal periods under the same terms and conditions.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3805 by title only.

DISCUSSION: None

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

E. Award of Contract - Police Firing Range Fence

BILL 3806: "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."

City Clerk Erica Hill conducted the first reading of Bill 3806 by title only.

Public Works Director Mike Krass reviewed the staff report included in the packet. The Police Firing Range Fence Project involves installation of a fence around the perimeter of the Police Firing Range. Of the three bids received, 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. Staff answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3806 by title only.

DISCUSSION: None

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

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers welcomed Councilmember Forster back from maternity leave, recognized National Public Works Week and thanked Public Works Director Mike Krass for his leadership of his department and his work for the city, and recognized Municipal Clerks Week and City Clerk Erica Hill for her work for the city.

Mayor Turnbow provided an update on the potential landfill.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to adjourn to 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 regular meeting of the Raymore City Council adjourned to Executive Session at 6:37 p.m.

13. Adjournment

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

DISCUSSION: None

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 regular meeting of the Raymore Council adjourned at 7:30 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 23-19

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT TO THE RAYMORE LICENSE TAX REVIEW COMMITTEE."

WHEREAS, the City has established a License Tax Review Committee consisting of five (5) members, including a member of the Raymore City Council, two (2) citizens of the City, a local developer, and one (1) City staff appointment; and,

WHEREAS, the City Council has elected Sonja Abdelgawad as the new Mayor Pro Tempore.

NOW THEREFORE, BE IT RESOLVED, that the Mayor of the City of Raymore, Missouri, appoints Sonja Abdelgawad to the City Council seat on the License Tax Review Committee.

DULY READ AND PASSED 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:

Erica Hill, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 23-24

“AN AMENDED AND RESTATED RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, DESIGNATING MEMBERS TO SERVE ON THE BOARDS OF DIRECTORS OF THE FOXRIDGE COMMUNITY IMPROVEMENT DISTRICT, THE HUBACH HILL ROAD AND NORTH CASS PARKWAY COMMUNITY IMPROVEMENT DISTRICT, THE JETER FARM COMMUNITY IMPROVEMENT DISTRICT, THE RAYMORE GALLERIA COMMUNITY IMPROVEMENT DISTRICT, THE 58 HIGHWAY REGIONAL MARKET CENTER COMMUNITY IMPROVEMENT DISTRICT, THE HUBACH HILL ROAD AND NORTH CASS PARKWAY TRANSPORTATION DEVELOPMENT DISTRICT, THE BELTON/RAYMORE INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT, THE FOXWOOD VILLAGE SHOPS COMMUNITY IMPROVEMENT DISTRICT, AND THE 58 HIGHWAY AND DEAN AVENUE COMMUNITY IMPROVEMENT DISTRICT FOR ONE YEAR PERIODS DESIGNATED HEREIN BEGINNING IN 2023.”

WHEREAS, the bylaws and agreements governing the Foxridge Community Improvement District, the Hubach Hill Road and North Cass Parkway Community Improvement District, the Jeter Farm Community Improvement District, the Raymore Galleria Community Improvement District, the 58 Highway Regional Market Center Community Improvement District, the Hubach Hill Road and North Cass Parkway Transportation Development District, the Belton/Raymore Interchange Transportation Development District, the Foxwood Village Shops Community Improvement District, and the 58 Highway and Dean Avenue Community Improvement District (collectively the “Districts”) provide for the appointment of members to the boards of directors of the Districts to be made by the Mayor, with the advice and consent of the City Council; and,

WHEREAS, by adoption of this Amended and Restated Resolution, the City desires to designate the members that will serve on the boards of directors of the Districts for the one year periods designated below, all of which periods begin during the calendar year 2023; and,

WHEREAS, for any member of any of the boards of directors whose term has expired, or will expire during 2023, this Resolution shall serve to appoint the member for a new term, for a length of time indicated in parenthesis behind the member’s name; and,

WHEREAS, for those members of the boards of directors whose terms have not expired, and will not expire prior to the beginning of the period designated for each District below, this Resolution shall serve to confirm that those members of the boards of directors will continue to serve during the period indicated for each District.

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

Section 1. Foxridge Community Improvement District. The following individuals shall serve as Directors for the period March 31, 2023, through March 30, 2024:

- a. Jordan Lea (interim director for current term of March 31, 2021 through March 30, 2025).
- b. Ryan Murdock (new term of March 31, 2023 through March 30, 2027).
- c. David Gress (new term of March 31, 2023 through March 30, 2027).
- d. Elisa Williams (current term of March 31, 2021 through March 30, 2025).
- e. Erica Hill (current term of March 31, 2021 through March 30, 2025).

Section 2. Hubach Hill Road and North Cass Parkway Community Improvement District. The following individuals shall serve as Directors for the period July 14, 2023 through July 13, 2024:

- a. Jordan Lea (interim director for current term of July 14, 2022, through July 13, 2026).
- b. Ryan Murdock (current term of July 14, 2020 through July 13, 2024).
- c. David Gress (current term of July 14, 2020 through July 13, 2024).
- d. Elisa Williams (current term of July 14, 2022 through July 13, 2026).
- e. Erica Hill (current term of July 14, 2022 through July 13, 2026).

Section 3. Jeter Farm Community Improvement District. The following individuals shall serve as Directors for the period July 22, 2023, through July 21, 2024:

- a. Matt Cox (current term of July 22, 2020 through July 21, 2024).
- b. Ryan Murdock (current term of July 22, 2022 through July 21, 2026).
- c. Elisa Williams (current term of July 22, 2022 through July 21, 2026).
- d. Chris Hotop (current term of July 22, 2020 through July 21, 2024).
- e. John States (current term of July 22, 2022 through July 21, 2026).

Section 4. Raymore Galleria Community Improvement District. The following individuals shall serve as Directors for the period July 23, 2023, through July 22, 2024:

- a. Steve Caffey (current term of July 23, 2020 through July 22, 2024).
- b. Amy Ehlers (current term of July 23, 2022 through July 22, 2026).
- c. Ryan Murdock (current term of July 23, 2022 through July 22, 2026).
- d. Jordan Lea (interim director for current term of July 23, 2020 through July 22, 2024).
- e. Angie Rogers (current term of July 23, 2022 through July 22, 2026).
- f. Elisa Williams (current term of July 23, 2022 through July 22, 2026).

Section 5. 58 Highway Regional Market Center Community Improvement District. The following individuals shall serve as Directors for the period August 28, 2023, through August 27, 2024:

- a. Denise Armentrout (current term of August 28, 2020 through August 27, 2024).
- b. David Cosentino (current term of August 28, 2022 through August 27, 2026).
- c. Ryan Murdock (current term of August 28, 2020 through August 27, 2024).
- d. Elisa Williams (current term of August 28, 2020 through August 27, 2024).
- e. Robert Vigliaturo (current term of August 28, 2022 through August 27, 2026).

Section 6. Hubach Hill Road and North Cass Parkway Transportation Development District. The following individuals shall serve as Directors for the period September 15, 2023, through September 14, 2024, subject to the election by the qualified voters within the District:

- a. Jordan Lea (interim director for current term of September 15, 2022 through September 14, 2026).
- b. Ryan Murdock (current term of September 15, 2020 through September 14, 2024).
- c. David Gress (current term of September 15, 2020 through September 14, 2024).
- d. Elisa Williams (current term of September 15, 2022 through September 14, 2026).
- e. Erica Hill (current term of September 15, 2020 through September 14, 2024).

Section 7. Belton/Raymore Interchange Transportation Development District. The following individuals shall serve as Directors for the period November 21, 2023, through November 20, 2024:

- a. Gilbert Good as the Raymore Nominated Director (new term of November 21, 2023 through November 20, 2024).
- b. The person holding the office of Mayor Pro-Tem is the Raymore Appointed Advisory Director (new term of November 21, 2023 through November 20, 2024).

Section 8. Foxwood Village Shops Community Improvement District. The following individuals shall serve as Directors for the period November 24, 2023, through November 23, 2024:

- a. Ryan Murdock (current term of November 24, 2021 through November 23, 2025).
- b. Elisa Williams (current term of November 24, 2021 through November 23, 2025).
- c. Kristofer Turnbow (current term of November 24, 2020 through November 23, 2024).

- d. Mark Klinkenberg (current term of November 24, 2020 through November 23, 2024).
- e. Matthew Mitchell (current term of November 24, 2021 through November 23, 2025).

Section 9. 58 Highway and Dean Avenue Community Improvement District. The following individuals shall serve as Directors for the period November 2, 2023 through November 1, 2024:

- a. Justin Kaufmann (current term of November 2, 2020 through November 1, 2024).
- b. Ryan Murdock (current term of November 2, 2020 through November 1, 2024).
- c. Adam Lyngar (current term of November 2, 2022 through November 1, 2026).
- d. Jordan Lea (interim director for current term of November 2, 2022 through November 1, 2026).
- e. Elisa Williams (current term of November 2, 2022 through November 1, 2026).

Section 10. This Resolution shall become effective on and after the date of passage and approval.

Section 11. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED 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

RESOLUTION 23-20

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE PUBLIC IMPROVEMENTS OF SUNSET PLAZA PLAT."

WHEREAS, The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications; and,

WHEREAS, The Public Works Director and Development Services Director have visually inspected the site and found it to be in compliance with City of Raymore Code Requirements.

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

Section 1. The Public Improvements project for Sunset Plaza is accepted.

Section 2. This Resolution shall become effective on and after the date of passage.

Section 3. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED 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

RESOLUTION 23-21

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE PUBLIC IMPROVEMENTS OF OAK RIDGE FARMS 4TH PLAT."

WHEREAS, The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications; and,

WHEREAS, The Public Works Director and Development Services Director have visually inspected the site and found it to be in compliance with City of Raymore Code Requirements.

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

Section 1. The Public Improvements project for Oak Ridge Farms 4th plat is accepted.

Section 2. This Resolution shall become effective on and after the date of passage.

Section 3. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED 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

RESOLUTION 23-22

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE MAZUMA FORCE MAIN PROJECT."

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

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

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

Section 1. The Mazuma Force Main Project is accepted.

Section 2. The final payment in the amount of \$27,547.47 is approved.

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

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

DULY READ AND PASSED 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

RESOLUTION 23-23

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2022 CURB REPLACEMENT PROJECT."

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

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

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

Section 1. The 2022 Curb Replacement Project is accepted.

Section 2. The final payment in the amount of \$20,000.04 is approved.

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

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

DULY READ AND PASSED 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

Unfinished 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. _____

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.

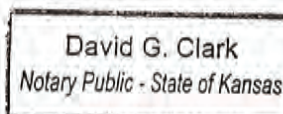
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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: Ted Kallhoff *Ted Kallhoff* _____

Title: Regional VP of Sales _____

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: Chris Brown _____

Title: President _____

Attest: Gene McCune _____

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.

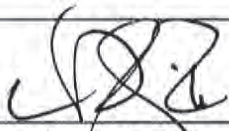
ADDRESS: 14 N Middle St., PO Box 387
Street

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 No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

In submitting this 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

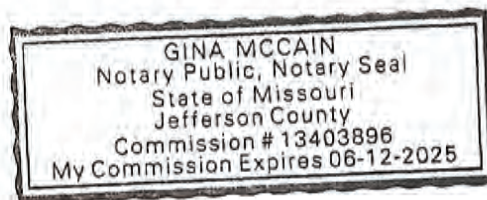
Subscribed and sworn to before me this 28th day of October, 2022.

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.





New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 22, 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 3807: Police Firing Range - Electrical

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To: Black and McDonald
Amount of Request/Contract: \$80,795.20
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Proposal

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

At a recent work session, City Council discussed improvements to the Firing Range to include fencing, electrical power to site and electrical power to classroom facilities.

Staff is requesting approval for Black and McDonald to provide electrical services from the Evergy meter to the classroom.

BILL 3807

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT PROPOSAL WITH BLACK & MCDONALD FOR THE POLICE FIRING RANGE ELECTRICAL INSTALLATION, IN THE AMOUNT OF \$80,795.20 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the City Council has directed the City Manager to take the necessary action to provide electrical power to the Police Firing Range; and,

WHEREAS, the City has contracted with Black & McDonald for Street Light maintenance and other services on an on-call basis; and,

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

Section 1. The City Manager is hereby directed and authorized to enter into a contract proposal in the amount of \$80,795.20 with Black & McDonald, for the Police Firing Range Electrical Installation.

Section 2. The City Manager and City Clerk are hereby authorized to execute the contract proposal hereto as Exhibit A for and 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 22ND DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF JUNE, 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

Project:	Police Range Power Services
To:	Paschal Smith
Bid Date:	04/21/2023 Rev 2
Contact:	Jerry Prochko
Phone:	816/ 269-5829

Item No.	Item Description	Unit	Plan Quantity	Unit Price	Unit Total
1	Power Service 200A Supply & Install Base Mount	EA	1	\$19,204.40	\$19,204.40
2	Power Service 200A Supply & Install H Frame	EA	1	\$18,726.40	\$18,726.40
3	Power Service 200A Supply & Install Steel Painted	LS	1	\$18,545.30	\$18,545.30
4	Power Service 100A Supply & Install Base Mount	EA	1	\$19,138.50	\$19,138.50
5	Power Service 100A Supply & Install H Frame	LS	1	\$18,726.40	\$18,726.40
6	Power Service 100A Supply & Install Direct Bury	LS	1	\$15,421.20	\$15,421.20
7	100A H Frame for Buildings includes Trenching	EA	1	\$42,452.30	\$42,452.30
	Each of these has an allowance of 50' of Trenched Conduit and #2 USE Wire for each of the services from the Every Transformer.				
	Base Mount is an Aluminum Cabinet set of a concrete Foundation with conduits stub out for the feeds.				
	H Frame is made with Unistrut and has a meter can and Breaker Box mounted to the Unistrut				
	Steel Painted is a Steel Cabinet set on a concrete Foundation with conduits stub out for the feeds.				
	Direct Bury is a Pedestal direct buried with no concrete foundation but still has the conduits stubbed out for the feeds				
	There will be 1-200A & 1-100A Service Each of the Services will have - 1 - 100A 2P Breaker 1 - 30A 2P Breaker 1 - 20A 1P Breaker There is room for future expansion in the Services				
	No Fees from Every or City / State Permits are included in the prices above.				
	100A H Frame for Buildings includesv - 415' of Trenching in Rock - installing 2" Conduit w/ 3 - #2 USE Wires from the 200A Power Service to the location shown on the attachment - H Frame Disconnect on the H Frame will be 100A 2P. No attachment to the buildings from the H Frame Included.				
	Prices good for 45 Days from the Date above				

Fwd: Police Firing Range Updated Estimate

1 message

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

Tue, May 2, 2023 at 9:31 AM

Please see below.

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

From: **Paschal Smith** <psmith@raymore.com>
Date: Fri, Apr 21, 2023 at 1:09 PM
Subject: Police Firing Range Updated Estimate
To: Mike Krass <mkrass@raymore.com>

Mike,

I have updated prices for the Police Firing Range Improvements:

- Evergy, Install power from the main overhead power line to the meters, \$30,000 estimated price from Evergy.
- Black and McDonald, Install meter at the mid point gate (100 Amp Supply with an aluminum cabinet set on a concrete foundation with conduit stub out for the feeds) \$19,138.50 price good for 45 days from 4/21/2023.
- Black and McDonald, Install meter at the North gate (200 Amp Supply with an aluminum cabinet set on a concrete foundation with conduit stub out for the feeds) \$19,204.40 price good for 45 days from 4/21/2023.
- Black and McDonald, Install power at building (100 Amp Supply with an H Frame mount, price includes trenching power (415 LF in rock) from the North gate 200 amp supply) \$42,452.30 price good for 45 days from 4/21/2023.
- Brockmiller Construction Inc (fence contractor), updated price to completed the work described in RFP #22-415-501 Police Firing Range Fence, \$468,000.00

--
Paschal Smith, CPPI
City of Raymore, Engineering Technician
[100 Municipal Circle](#)
[Raymore, Mo. 64083](#)
(816) 331-1852



--
Paschal Smith, CPPI
City of Raymore, Engineering Technician
[100 Municipal Circle](#)
[Raymore, Mo. 64083](#)
(816) 331-1852





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 22, 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 3809: Award of Contract - Police Firing Range - Mower
--

STRATEGIC PLAN GOAL/STRATEGY

--

FINANCIAL IMPACT

Award To:	Red Equipment, LLC
Amount of Request/Contract:	\$65,532.00
Amount Budgeted:	
Funding Source/Account#:	

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Statewide Contract Quote

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

At a recent City Council work session, staff discussed purchasing a remote controlled mower that will be utilized for brush clearing on the recently purchased Public Safety building site, clearing brush at the Firing Range, roadside mowing and other areas that are difficult to reach with current mowing equipment.

Staff is requesting approval to purchase the mower from Red Equipment, LLC.

BILL 3809

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT PROPOSAL WITH RED EQUIPMENT, LLC FOR THE POLICE FIRING RANGE MOWER IN THE AMOUNT OF \$65,532 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the City Council has directed the City Manager to take the necessary actions to purchase equipment necessary for grass, brush and tree removal at the Police Firing Range and other City facilities; and,

WHEREAS, some of the locations are inaccessible to conventional mowing equipment; and,

WHEREAS, Red Equipment, participates in a government cooperative purchasing program and can provide the necessary equipment.

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

Section 1. The City Manager is hereby directed and authorized to enter into a contract proposal in the amount of \$65,532 with Red Equipment LLC, for the Police Firing Range Mower.

Section 2. The City Manager and City Clerk are hereby authorized to execute the contract proposal hereto as Exhibit A for and 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 22ND DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF JUNE, 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



RED

EQUIPMENT, LLC

1150 South Sterling Ave

Independence, MO 64054

Levi Williams Kansas Sales Representative

Email: Levi@redequipmentco.com

Cell: (816) 266-7500 Office: (816) 231-2005

WWW.REDEQUIPMENTCO.COM

April 10th, 2023

The City Of Raymore, MO

Attn: Mike Krass

Mike,

Red Equipment, LLC is pleased to offer *The City Of Raymore, MO* the following quote on a ***New TK-52XP RC Mower With Winch & Light Package***. Thank you for your consideration. If you have any questions regarding this quote, I can be reached at (816) 266-7500 or by email at Levi@redequipmentco.com

Best Regards,

Levi Williams



TK-52XP

REMOTE-OPERATED ROBOTIC SLOPE MOWER

May 22, 2023
City Council Packet
Page 178 of 302



DESIGNED + BUILT IN THE USA



AN INNOVATIVE WORKHORSE.

Our best-selling machine. Designed specifically for extreme landscapes.

IDEAL FOR:

- Hillside & steep-incline maintenance
- Wetland & swamp preservation
- Retention or water treatment ponds
- Dam & levy embankments
- Landfill slope preservation
- Roadside mowing
- Right-of-way & pipeline reclamation



KEY FEATURES

REMOTE CONNECTIVITY UP TO
1000ft

CUTS BRUSH UP
TO 1.5 INCHES IN
DIAMETER

5.7
MPH MOWING SPEED

FUEL BOOST FOR
CONTINUOUS FUEL
FLOW ON SLOPE

LIGHT-WEIGHT AND
LOW GROUND
PRESSURE (2.2 PSI)

52"
CUTTING WIDTH

REMOTE CONTROL
TILT/DROP
AUTO-SHUTDOWN

27
HORSEPOWER

SLOPE CLIMB:

50
DEGREES

TK-52XP

MOWER SPECIFICATIONS



DESIGNED + BUILT IN THE USA

DIMENSIONS	
WEIGHT	1,790 LBS
LENGTH	86"
WIDTH	78"
HEIGHT	49.5"

POWERTRAIN

- Kawasaki® FX850V
- Air-Cooled
- Heavy-Duty Air Cleaner
- 27 Horsepower
- 852cc Engine Displacement
- Hydro-Gear® ZT-5400 Transaxles
- 13.4 Gallon Fuel Capacity

TRACKS

- Rubber Molded over Steel Links
- Steel Cords
- 9" Wide (230mm x 72mm x 44mm)
- Tread Style 'J'

PERFORMANCE

- 6.7 MPH Transport Speed
- 5.7 MPH Mowing Speed
- 2.7 Acres Per Hour
- 50 Degree Slope Climb Ability

MOWING DECK

- Fabricated 7 ga. Steel
- 1/4" Spindle Reinforcement
- 52" Cutting Width
- 2.5" to 6.5" Cutting Heights
- 17 Cutting Positions

WARRANTY

- 2 Years or 400 Hours



EXPERIENCE THE RCM DIFFERENCE

Our American-made, remote-operated robotic slope mowers offer a smarter, safer way to maintain steep slopes and extreme landscapes. Bringing technology to bear with traditional problems, we create smart mowers that deliver game-changing opportunities – including safer working conditions, more capabilities, better work environments, versatility, new revenue streams, and the ability to attract, hire, and retain talented workers.



Customer Support: 920-634-2227 • RCMOWERSUSA.COM

TK-60XP

REMOTE-OPERATED ROBOTIC SLOPE MOWER

May 22, 2023
City Council Packet
Page 180 of 302



DESIGNED + BUILT IN THE USA



SAFER, FASTER & MORE PROFITABLE.

Our largest and most powerful machine. Designed for extreme jobs.

IDEAL FOR:

- Hillside & steep-incline maintenance
- Wetland & swamp preservation
- Retention or water treatment ponds
- Dam & levy embankments
- Landfill slope preservation
- Roadside mowing



KEY FEATURES	REMOTE CONNECTIVITY UP TO 1000 ft	CUTS BRUSH UP TO 1.5 INCHES IN DIAMETER	5.7 MPH MOWING SPEED	FUEL BOOST FOR CONTINUOUS FUEL FLOW ON SLOPE	SLOPE CLIMB: 50 DEGREES
	LIGHT-WEIGHT AND LOW GROUND PRESSURE (2.2 PSI)	60" CUTTING WIDTH	REMOTE CONTROL TILT/DROP AUTO SHUTDOWN	38.5 HORSEPOWER EFI ENGINE	

TK-60XP

MOWER SPECIFICATIONS



DESIGNED + BUILT IN THE USA

DIMENSIONS	
WEIGHT	1,855 LBS
LENGTH	87"
WIDTH	86"
HEIGHT	49.5"

DRIVETRAIN

- Kawasaki® FX1000 EFI
- Air-Cooled
- Heavy-Duty Air Cleaner
- 38.5 Horsepower
- Electronic Fuel Injection (EFI)
- Hydro-Gear® ZT-5400 Transaxles
- 13.4 Gallon Fuel Capacity

TRACKS

- Rubber Molded over Steel Links
- Steel Cords
- 9" Wide (230mm x 72mm x 44mm)
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- 3.1 Acres Per Hour
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Our American-made, remote-operated robotic slope mowers offer a smarter, safer way to maintain steep slopes and extreme landscapes. Bringing technology to bear with traditional problems, we create smart mowers that deliver game-changing opportunities – including safer working conditions, more capabilities, better work environments, versatility, new revenue streams, and the ability to attract, hire, and retain talented workers.



Customer Support: 920-634-2227 • www.rcmowersusa.com

***New TK-52XP RC Mower With Winch Package & First Service Kit & 3
Extra Sets of Reaper Blades For The City Of Raymore, MO:***

Total TK-52XP Price W/ Winch: \$65,532.00

***This Quote Includes Delivery & Training of
Equipment**

***Price good for 30 days**

***This Quote Does Not Include Shipping**

****ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE****

Purchase Order Number: _____

Customer Representative (Print): _____

Customer Representative Signature: _____

Red Equipment, LLC Representative (Print): _____

Red Equipment, LLC Representative Signature: _____





STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

Statewide Contract Notification

Statewide Lawn Mowers CC230624001 – CC230624003

Issuance Date: 4/7/23
Revised Date:

CONTRACT PERIOD/RENEWAL OPTIONS
Current Contract Period: April 7, 2023 through December 11, 2023
Original Contract Period: April 7, 2023 through December 11, 2023
Available Renewal Period Options: 2
Potential Final Expiration Date: December 11, 2025

ALL PURCHASES MADE UNDER THESE CONTRACTS MUST BE FOR PUBLIC (STATE AGENCY) USE ONLY. PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

A state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

BUYER CONTACT INFORMATION	
Name:	Ashley Hensley
Email:	ashley.hensley@oa.mo.gov
Phone Number:	(573) 751-3331



ORGANIZATION

Statewide Contract History
Contract Information
Instructions and Information
Appendix A – Satisfactory Survey



STATEWIDE CONTRACT HISTORY

The following table summarizes actions related to this Notification of Statewide Contract:

ACTION ISSUE DATE	SUMMARY OF CHANGES
4/7/23	Initial issuance of contracts CC230624001-CC230624003.



CONTRACT INFORMATION

CC230624001			
MissouriBUYS SYSTEM ID::		MB00021320	
Contractor Name:		Morige MFG, Inc. <i>*For line items 1-6, 9-10</i>	
Contractor Address:		PO Box 810 Moundridge, KS 67107	
Contact Information:		Name: Brent Dobson Phone Number: 620-345-8621 Fax Number: Email Address: bdobson@grasshoppermower.com	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT			
Cooperative Procurement:		Yes	

CC230624002			
MissouriBUYS SYSTEM ID::		MB00127175	
Contractor Name:		S&H Farm Supply <i>*For line items 13-14</i>	
Contractor Address:		11117 E. Bus Hwy 60 Mountain Grove, MO 65711	
Contact Information:		Name: Bridgett Young Phone Number: 417-838-8475 Fax Number: Email Address: bridgett.young@shfarmersupply.com	



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING



About Our Customers

MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT			
Cooperative Procurement:		Yes	

CC230624003	
MissouriBUYS SYSTEM ID::	MB00147246
Contractor Name:	Embankscape Equipment LLC <i>*For line items 15-20</i>
Contractor Address:	2146 Deerfield Ave E. Suamico, WI 54173
Contact Information:	Name: Jessica Korthals Phone Number: 920-634-2227 Fax Number: Email Address: jkorthals@rcmowersusa.com
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION	
MBE: No	WBE: No
SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT	
Cooperative Procurement:	
Yes	





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 22, 2023

SUBMITTED BY: ELISA WILLIAMS

DEPARTMENT: FINANCE

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

TITLE / ISSUE / REQUEST

Bill 3810: Police Firing Range

STRATEGIC PLAN GOAL/STRATEGY

2.1: Set the standard for a safe and secure community

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3810
Fund 45

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

At a recent work session, City Council discussed needed improvements to the Police Firing Range.

Staff is requesting a budget amendment to make improvements to the police firing range to include: electrical power to the meter established by Evergy and electrical power to the classroom facilities and gates and fencing installation. In addition, staff is requesting to purchase a remote control mower and trailer in order to maintain the property. Staff requests to transfer available fund balance from the General Fund (01) in the amount of \$656,327 to the Capital Improvement Sales Tax Fund (45) and add this capital improvement project to the FY23 Capital Improvement Sales Tax Fund (45). The breakdown of cost is as follows:

Evergy Power to Meter	\$30,000.00
Mid Point Gate (100 Amp Cabinet)	\$19,138.50
North Gate (200 Amp Cabinet)	\$19,204.40
Power to Building (100 Amp H-Frame)	\$42,452.30
Fence Project RFP#22-415-501	\$468,000.00
Remote Control Mower	\$65,532.00
Trailer	\$12,000.00
TOTAL	\$656,327.20

BILL 3810

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, AMENDING THE FY 2023 BUDGET AND AUTHORIZING THE CITY MANAGER TO MAKE IMPROVEMENTS TO THE POLICE FIRING RANGE TO INCLUDE: FENCING, POWER TO METER, ELECTRICAL TO BUILDINGS, MOWER AND TRAILER; TO BE FUNDED FROM AVAILABLE FUND BALANCE IN THE GENERAL FUND.”

WHEREAS, the City purchased the land in 2022 for a permanent police firing range; and,

WHEREAS, it is necessary to make improvements to the police firing range for safety, security and maintenance; and,

WHEREAS, staff determined it would be in the City’s best interest to complete this project in the current fiscal year; and,

WHEREAS, staff recommends transferring \$656,327 from excess General Fund Fund Balance to the Capital Improvement Sales Tax Fund for the police firing range improvements and purchase of a mower and trailer.

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

Section 1. The City Manager is authorized to amend the FY 2023 budget to reflect the following:

FUND	Current	Amendment	Total
GEN (01) Trans Out	\$1,305,000	\$656,327	\$1,961,327
CIST (45) Trans In	\$0	\$656,327	\$656,327
CIST (45) Capital Exp	\$1,595,528	\$656,327	\$2,251,855

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 22ND DAY OF MAY 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF JUNE, 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

Capital Improvement Fund (45)

	2019-20	2020-21	2021-22	2021-22	2021-22	2022-23	2023-24	2024-25	2025-2026	2026-27
	Actual	Actual	Budget	Projected	Council Adopted	Projected	Projected	Projected	Projected	Projected
Fund Balance Beginning of Year	413,587	1,198,241	1,295,368	1,338,241	1,293,805	1,238,900	920,736	1,264,405	1,627,302	
Revenue										
Taxes										
1/2 cent Capital Improvement										
FVS - Mott & 58 Signal	1,362,891	1,468,113	1,434,896	1,489,546	1,537,389	1,552,763	1,568,291	1,583,974	1,599,814	
Resident Contribution- Willow Hills NID	36,542	18,303	0	0	0	0	0	0	0	
Reimbursement of undeveloped lots	0	0	0	0	0	0	0	0	0	
Interest	8,490	3,107	0	0	0	0	0	0	0	
Misc	6,154	2,215	3,238	3,750	3,235	3,097	2,302	3,161	4,068	
Bond Proceeds	5,870,000									
Bond Premium	167,983									
Transfer from General Fund	0	301,362	16,000	16,000	656,327					
Transfer from the Restricted Fund	0	0	0	0	0					
Total Revenue	7,452,061	1,793,099	1,454,134	1,509,296	2,196,951	1,555,861	1,570,593	1,587,135	1,603,882	
Total Fund Bal & Revenues	7,865,647	2,991,340	2,749,502	2,847,537	3,490,755	2,794,761	2,491,329	2,851,540	3,231,184	
Expenditures										
D.S. - Special Ob. Bond 2016	546,188	548,875	541,313	541,313	553,375	229,063	233,563	232,875		
D.S. - Special Ob. Bond 2019	337,433	408,963	408,763	408,763	413,163	411,963	410,363	408,363	410,963	
Hubach Hill TOD D.S. (2009)	5,432,484	-	-	-	-	-	-	-	-	
Misc - Debt service fees	186,303	900	500	500	500	500	500	500	500	
Transfer to General Fund	-	-	-	-	-	-	-	-	-	
Transfer to Transportation Fund	-	-	-	170,000	200,000	200,000	200,000	200,000	200,000	
Transfer to Park Sales Tax Fund	-	-	-	-	150,000	150,000	150,000	150,000	150,000	
Transfer to Park Fee in Lieu Fund	-	-	-	-	-	-	-	-	-	
Transfer to Stormwater Fund	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Transfer to BERP	-	-	-	-	-	-	-	-	-	
Transfer to the Restricted Revenue Fund	-	-	-	-	-	-	-	-	-	
Capital Projects (Budgeted / reconciled)										
Undeveloped Lots - Sidewalk Program	13,000			(1,186)						
Concession Door Access System	52,000			(20,454)						
Sidewalk Gap Program		200,000		(1,506)						
Hawk Ridge Park Security Cameras		10,000		(1,707)						
Baseball Concession Stand Doors Replacement		6,000		2,569						
Streetsights (2) 163rd & Foxridge Drive		50,000								
EI - STREETS ATTENUATOR		28,390								
EI - STREETS DUMP BED, PLOW & SPREADER		77,972								
EI - TRAFFIC CALMING STUDY		50,000								
EI - LPR/LPC		45,000								
EI - HAWKRIE PARK INCLUSIVE PLAYGROUND		100,000								
Creekmoor Groundwater Investigation		27,000								
Curb Ramp Repair & Replacement		50,000		50,000	132,500	132,500	132,500	132,500	132,500	
OGI Traffic Signal Upgrades		10,000		10,000						
Sidewalk Gap Program		100,000		100,000						
Lucy Webb Road Pedestrian Beacon		12,000		12,000						
CenterView Video Equipment Upgrade		18,000		19,162						
EI - Pedestrian Beacon Lucy Webb		16,000		(5,721)						
Mayor's Christmas Tree					35,990					
CenterView Sound System Upgrades					10,000					
Dean Avenue Access Management						650,000				
2022 Street Preservation (Bill # 3736)										
Police Firing Range Improvements					656,327					
Total Expenditures	6,667,407	1,653,100	1,256,576	1,553,732	2,251,855	1,874,025	1,226,925	1,224,238	993,963	
Fund Balance (Gross)	1,198,241	1,338,241	1,492,927	1,293,805	1,238,900	920,736	1,264,404	1,627,302	2,237,221	
Less: Reserve Balance 0										
Available Fund Balance	1,198,241	1,338,241	1,492,927	1,293,805	1,238,900	920,736	1,264,405	1,627,302	2,237,221	



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 22, 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 3814: Award of Contract - Inflow and Infiltration project

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2.3 Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	Insituform Technologies USA, LLC
Amount of Request/Contract:	\$43,920
Amount Budgeted:	\$147,514
Funding Source/Account#:	Fund 54

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 2023	October 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Inflow and Infiltration Project will rehabilitate the sanitary sewer within the Chateau Place Development to eliminate ground water entering the sanitary sewer system.

Bids were received for the Inflow and Infiltration Project on May 2, 2023:

Insituform Technologies USA, LLC	\$43,920.00
SAK Construction	\$53,825.00

Insituform Technologies USA, LLC is the lowest and best bidder. Staff recommends the contract for the Inflow and Infiltration project to be awarded to Insituform Technologies USA, LLC in the amount of \$43,920.00.

BILL 3814

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A CONTRACT WITH INSITUFORM TECHNOLOGIES USA, LLC FOR THE INFLOW AND INFILTRATION PROJECT, IN THE AMOUNT OF \$43,920.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Inflow and Infiltration project was included in the 2023 capital budget; and,

WHEREAS, bids for this project were received on May 2, 2023; and,

WHEREAS, Insituform Technologies USA, LLC 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 and authorized to enter into a contract in the amount of \$43,920 with Insituform Technologies USA, LLC, for the Inflow and Infiltration Project.

Section 2. The City Manager and City Clerk are hereby authorized to execute the contract proposal hereto as Exhibit A for and 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 22ND DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF JUNE, 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

2023 Inflow & Infiltration Project

This Contract for the 2023 Inflow & Infiltration project, hereafter referred to as the **Contract** is made this 12th day of June, 2023, between Insituform Technologies USA, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 580 Goddard Ave, Chesterfield, MO 63005, 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 June 12, 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 23-424-201 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 **120** 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 \$43,920.00.

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)

INSITUFORM TECHNOLOGIES USA, LLC

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2023 Inflow & Infiltration

ANTICIPATED SCOPE OF SERVICES:

Install 1300 feet of CIPP in an 8 inch diameter Sanitary line and re-establish service connections.

1. SPECIFICATIONS WHICH APPLY

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2013 and all subsequent revisions.

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

It is expected that Notice to Proceed shall be issued June, 2023.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2013 shall be amended to include the following:

Contractor shall complete work within 120 calendar days of execution 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. 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, 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.

Mobilization, Bonds, and Insurance: Mobilization, Bonds and Insurance will be considered a lump sum item for payment.

Pre-Installation Video: Pre-Installation Video of Sewer shall be measured and paid for at the unit price per linear foot. The cost for this item shall include all equipment, labor, cleaning and materials required for the video recording in a digital format of the inside of all gravity sewer lines prior to cleaning and restoration of any disturbed areas that will not be restored as part of Liner installation. The cost for this item shall also include delivering 2 copies of this recording to the Owner and allowing sufficient time for review.

Cleaning: Cleaning shall be measured and paid for at the unit price per linear foot. The unit cost for this item shall include all equipment, labor, materials and disposal services required to remove any internal debris that would interfere with the installation of the Liner.

Liner Installation (CIPP): Liner Installation shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all equipment, labor, materials, restoration of disturbed areas, and post-installation testing (and video) per the ASTM specifications for Cured-In-Place-Pipe. Any by-pass pumping required will be considered incidental to this unit price. Any traffic control will be considered incidental to this unit price.

Reinstate Service or Lateral Lines: Shall be measured and paid for per each as indicated on the Bid Form. The unit cost for this item shall include all

equipment, labor and materials required to re-establish laterals and service connections by robotically controlled camera and cutting system.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-424-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

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

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 Janet Hass, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Janet Hass /

Company: Insituform Technologies USA, LLC

Address: 580 Goddard Avenue, Chesterfield, MO 63005

- 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 # 23-424-201.
- 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.

Insituform Technologies USA, LLC
Company Name

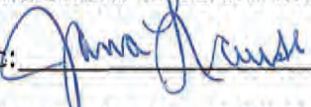

Signature

Name: Janet Hass

Title: Contracting & Attesting

STATE OF MISSOURI COUNTY OF ST. LOUIS

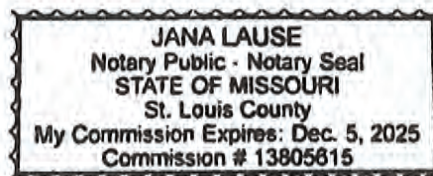
Subscribed and sworn to before me this 2 day of May, 2023.

Notary Public: 

My Commission Expires: 12/5/2025 Commission # 13805615

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.



PROPOSAL FORM B
RFP 23-424-201

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? [See attached Pending Litigation Summary.](#)

Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months? [See attached Pending Litigation Summary.](#)

Yes 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.

SEE CLOSED PROJECTS REPORT.

PROPOSAL FORM C
 RFP 23-424-201

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	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

SEE CLOSED PROJECTS REPORT.

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 11 years

State the current number of personnel on staff: 154



10 OF 35 PAGES. FULL REPORT AVAILABLE
 UPON REQUEST.

Contract Qualification Closed Projects (5 Years) - Parameter Summary

Programmy Property and Trade Social v. Regional, In-Maintenance Unit, Descriptive, and Descriptive Supply Operational

Company Code		
Region		
Owner State	MO, Missouri, KS: Kansas	
Project Material Family	AIS: ILS: STD	
Project Manager		
Customer Address Book Number		
Owner Address Book Number		
Revenue Stream Code		
Project Number		
Role		
Value Range	Start	End
Project Value (\$)	500000	
Bid Proposal Date		
Project Closed Date	04-28-2018	04-28-2023
Diameter	6	24
Linear Feet		



Contract Qualification Closed Projects (5 Years) - Detail

Proprietary Property and Trade Secret of Insituform Inc. Do not disseminate this information from this project without Insituform's written consent.

ID# Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount				
101817	Prime	MSD(11836-015-1)#10913(COUNTY) FY2012 CONTRACT C-REPAIRS	JC	\$4,526,883	\$3,148,256				
Project Manager Reeves, Willis M									
Bid Date		Project Close Date							
03-12-2013		02-01-2019							
Customer									
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO						
2350 Market Street			2350 Market Street						
St. Louis Missouri 63103			St. Louis Missouri 63103						
+1 314 7686200			+1 314 7686200						
Owner									
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO									
2350 Market Street									
St. Louis Missouri 63103									
+1 314 7686200									
Total									
		AIS		ILS		Total		SR's	
8		0		478		478		0	
8		50,016		1,969		51,985			
10		5,739		0		5,739			
12		6,322		0		6,322			
15		2,117		0		2,117			
18		2,124		0		2,124			
21		3,576		0		3,576			
24		69,894		2,447		72,341			

ID# Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount				
10181701	Prime	MSD(11836-015-1)C#10913(CITY) FY2012 CONTRACT C - REPAIRS	JC	\$896,928	\$1,857,998				
Project Manager Reeves, Willis M									
Bid Date		Project Close Date							
03-12-2013		08-21-2018							
Customer									
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO						
2350 Market Street			2350 Market Street						
St. Louis Missouri 63103			St. Louis Missouri 63103						
+1 314 7686200			+1 314 7686200						
Owner									
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO									
2350 Market Street									
St. Louis Missouri 63103									
+1 314 7686200									
Total									
		AIS		ILS		Total		SR's	
8		1,722		919		2,641		0	
10		906		0		906			
12		6,955		0		6,955			
15		4,482		0		4,482			
18		1,370		0		1,370			
21		342		0		342			
24		691		0		691			
Total		16,468		919		17,387			



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																																																		
101870	Prime	MSD ST LOUIS COUNTY- FY2013 INFRAS...CONTR.BI#11845-015.1)	JC	\$6,531,740	\$5,343,575																																																																		
Project Manager																																																																							
Reeves, Willis M		Bid Date: 06-21-2013		Project Close Date: 08-03-2018																																																																			
Customer																																																																							
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO																																																																					
2350 Market Street		2350 Market Street																																																																					
St. Louis Missouri 63103		St. Louis Missouri 63103																																																																					
Owner																																																																							
+1 314 7686200		+1 314 7686200																																																																					
<table border="1"> <thead> <tr> <th></th> <th>AIS</th> <th>ITS</th> <th>STD</th> <th>Total</th> <th>SRS</th> </tr> </thead> <tbody> <tr> <td>6</td> <td>809</td> <td>0</td> <td>0</td> <td>809</td> <td>0</td> </tr> <tr> <td>8</td> <td>53,681</td> <td>2,658</td> <td>0</td> <td>56,339</td> <td>266</td> </tr> <tr> <td>9</td> <td>266</td> <td>0</td> <td>0</td> <td>266</td> <td>0</td> </tr> <tr> <td>10</td> <td>8,867</td> <td>0</td> <td>0</td> <td>8,867</td> <td>0</td> </tr> <tr> <td>12</td> <td>9,167</td> <td>0</td> <td>0</td> <td>9,167</td> <td>0</td> </tr> <tr> <td>15</td> <td>7,816</td> <td>0</td> <td>0</td> <td>7,816</td> <td>0</td> </tr> <tr> <td>18</td> <td>7,547</td> <td>0</td> <td>1,078</td> <td>8,625</td> <td>0</td> </tr> <tr> <td>21</td> <td>242</td> <td>0</td> <td>0</td> <td>242</td> <td>0</td> </tr> <tr> <td>24</td> <td>5,666</td> <td>0</td> <td>177</td> <td>5,843</td> <td>0</td> </tr> <tr> <td>Total</td> <td>94,061</td> <td>2,658</td> <td>1,255</td> <td>98,174</td> <td>0</td> </tr> </tbody> </table>							AIS	ITS	STD	Total	SRS	6	809	0	0	809	0	8	53,681	2,658	0	56,339	266	9	266	0	0	266	0	10	8,867	0	0	8,867	0	12	9,167	0	0	9,167	0	15	7,816	0	0	7,816	0	18	7,547	0	1,078	8,625	0	21	242	0	0	242	0	24	5,666	0	177	5,843	0	Total	94,061	2,658	1,255	98,174	0
	AIS	ITS	STD	Total	SRS																																																																		
6	809	0	0	809	0																																																																		
8	53,681	2,658	0	56,339	266																																																																		
9	266	0	0	266	0																																																																		
10	8,867	0	0	8,867	0																																																																		
12	9,167	0	0	9,167	0																																																																		
15	7,816	0	0	7,816	0																																																																		
18	7,547	0	1,078	8,625	0																																																																		
21	242	0	0	242	0																																																																		
24	5,666	0	177	5,843	0																																																																		
Total	94,061	2,658	1,255	98,174	0																																																																		

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																								
101905	Prime	MSD(11707-015-1)#10913(COUNTY) FY2014 CONTRACT A-REPAIRS	JC	\$3,236,074	\$2,743,159																								
Project Manager																													
Reeves, Willis M		Bid Date: 10-16-2013		Project Close Date: 02-21-2020																									
Customer																													
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO																											
2350 Market Street		2350 Market Street																											
St. Louis Missouri 63103		St. Louis Missouri 63103																											
Owner																													
+1 314 7686200		+1 314 7686200																											
<table border="1"> <thead> <tr> <th></th> <th>AIS</th> <th>Total</th> <th>SRS</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>44,013</td> <td>44,013</td> <td>0</td> </tr> <tr> <td>15</td> <td>5,050</td> <td>5,050</td> <td>0</td> </tr> <tr> <td>18</td> <td>146</td> <td>146</td> <td>0</td> </tr> <tr> <td>24</td> <td>535</td> <td>535</td> <td>0</td> </tr> <tr> <td>Total</td> <td>49,744</td> <td>49,744</td> <td>0</td> </tr> </tbody> </table>							AIS	Total	SRS	8	44,013	44,013	0	15	5,050	5,050	0	18	146	146	0	24	535	535	0	Total	49,744	49,744	0
	AIS	Total	SRS																										
8	44,013	44,013	0																										
15	5,050	5,050	0																										
18	146	146	0																										
24	535	535	0																										
Total	49,744	49,744	0																										



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount												
10190501	Prime	MSD(11707-015.1)#10913(CITY) FY2014 CONTRACT A-REPAIRS	JC	\$1,850,687	\$755,237												
Project Manager																	
Reeves, Willis M		Bid Date: 10-16-2013	Project Close Date: 05-16-2019														
Customer																	
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO 2350 Market Street St. Louis Missouri 63103 +1 314 7686200			Owner Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO 2350 Market Street St. Louis Missouri 63103 +1 314 7686200														
		<table border="1"> <thead> <tr> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>364</td> <td>0</td> </tr> <tr> <td colspan="3">Total</td> </tr> <tr> <td></td> <td>364</td> <td>364</td> </tr> </tbody> </table>		AIS	Total	SR's	8	364	0	Total				364	364		
AIS	Total	SR's															
8	364	0															
Total																	
	364	364															

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																	
101923	Prime	MSD(11864-015.1)#20110(COUNTY) FY2014 CONTRACT B-REHAB	JC	\$3,280,549	\$2,965,399																																	
Project Manager																																						
Reeves, Willis M		Bid Date: 01-09-2014	Project Close Date: 02-28-2020																																			
Customer																																						
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO 2350 Market Street St. Louis Missouri 63103 +1 314 7686200			Owner Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO 2350 Market Street St. Louis Missouri 63103 +1 314 7686200																																			
		<table border="1"> <thead> <tr> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>6</td> <td>303</td> <td>0</td> </tr> <tr> <td>8</td> <td>52,221</td> <td>52,221</td> </tr> <tr> <td>10</td> <td>3,528</td> <td>3,528</td> </tr> <tr> <td>12</td> <td>3,974</td> <td>3,974</td> </tr> <tr> <td>15</td> <td>675</td> <td>675</td> </tr> <tr> <td>18</td> <td>453</td> <td>453</td> </tr> <tr> <td>21</td> <td>574</td> <td>574</td> </tr> <tr> <td>24</td> <td>1,502</td> <td>1,502</td> </tr> <tr> <td colspan="3">Total</td> </tr> <tr> <td></td> <td>63,230</td> <td>63,230</td> </tr> </tbody> </table>		AIS	Total	SR's	6	303	0	8	52,221	52,221	10	3,528	3,528	12	3,974	3,974	15	675	675	18	453	453	21	574	574	24	1,502	1,502	Total				63,230	63,230		
AIS	Total	SR's																																				
6	303	0																																				
8	52,221	52,221																																				
10	3,528	3,528																																				
12	3,974	3,974																																				
15	675	675																																				
18	453	453																																				
21	574	574																																				
24	1,502	1,502																																				
Total																																						
	63,230	63,230																																				



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
10192301	Prime	MSD(11864-015-1)#20110(CITY) FY2014 CONTRACT B-REHAB	JC	\$1,223,254	\$761,005
Project Manager					
Reeves, Willis M		Bid Date: 01-09-2014		Project Close Date: 02-01-2019	
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Owner: Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			
2350 Market Street St. Louis Missouri 63103		2350 Market Street St. Louis Missouri 63103			
+1 314 7686200		+1 314 7686200			
			AIS	Total	SR's
			8	98	0
			12	3,973	
			15	2,564	
			19	143	
			24	613	
			Total	7,391	7,391

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
10197021	Prime	KANSAS CITY MO,CT#1311,REL.#1 CITY WIDE 2017 PROJ#61000728	JC	\$6,927,738	\$6,663,421
Project Manager					
Smith, Brian S		Bid Date: 07-27-2017		Project Close Date: 08-27-2019	
Customer					
City of Kansas City, MO-KCMO Water and Pollution		Owner: City of Kansas City, MO-KCMO Water and Pollution			
4800 East 63rd St. Kansas City Missouri 64136		4800 East 63rd St. Kansas City Missouri 64136			
+1 816 5132297		+1 816 5132297			
			AIS	Total	SR's
			6	728	0
			8	44,287	
			10	36,430	
			12	16,444	
			15	2,167	
			16	403	
			18	456	
			21	248	
			Total	101,163	101,163



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount	
102035	Prime	MSD,BISSELL-COLDWATER,CONT.F	JC	\$2,742,113	\$2,221,219	
Project Manager						
Reeves, Willis M		Bid Date: 10-29-2014		Project Close Date: 05-08-2018		
Customer						
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO	Owner	Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO				
2350 Market Street St. Louis Missouri 63103		2350 Market Street St. Louis Missouri 63103				
+1 314 7686200		+1 314 7686200				
			AIS	ILS	Total	
			8	23,602	1,182	24,784
			10	1,996	0	1,996
			12	3,954	0	3,954
			15	1,981	0	1,981
			18	721	0	721
			21	675	0	675
			24	129	0	129
			Total	33,058	1,182	34,240

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount	
102125	Prime	MSD,ST.LOUIS CO.(12062-015.1)	JC	\$2,311,111	\$1,810,849	
Project Manager						
Reeves, Willis M		Bid Date: 06-25-2015		Project Close Date: 05-21-2018		
Customer						
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO	Owner	Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO				
2350 Market Street St. Louis Missouri 63103		2350 Market Street St. Louis Missouri 63103				
+1 314 7686200		+1 314 7686200				
			AIS	ILS	Total	
			6	1,137	0	1,137
			8	14,446	388	14,834
			9	934	0	934
			10	1,085	0	1,085
			12	3,267	0	3,267
			15	1,220	0	1,220
			18	449	0	449
			Total	22,538	388	22,926

Project Status: JC
 Contract Value: \$2,311,111
 Final Contract Amount: \$1,810,849



JOB Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
102154	Prime	MSD,LEMAY,2016 (12061-015.1) LEMAY PUBLIC I/I REDUCTION2016	JC	\$4,191,437	\$3,576,109
Project Manager					
Reeves, Willis M		Bid Date: 09-24-2015	Project Close Date: 02-01-2019		
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Owner			
2350 Market Street		Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			
St. Louis Missouri 63103		2350 Market Street			
		St. Louis Missouri 63103			
+1 314 7686200		+1 314 7686200			
			AIS	Total	SR's
			8	38,201	0
			10	2,111	
			12	3,375	
			15	655	
			18	980	
			24	145	
Total			45,467	45,467	

JOB Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
102161	Prime	MSD,DEER CREEK,#11851-015.1 DEER CREEK PUBLI/I REDUCT2016	JC	\$1,783,311	\$1,453,299
Project Manager					
Reeves, Willis M		Bid Date: 11-12-2015	Project Close Date: 02-01-2019		
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Owner			
2350 Market Street		Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			
St. Louis Missouri 63103		2350 Market Street			
		St. Louis Missouri 63103			
+1 314 7686200		+1 314 7686200			
			AIS	STD	Total
			8	13,888	13,888
			10	1,734	1,734
			12	1,538	1,538
			15	1,371	1,371
			18	382	382
			21	647	647
			24	0	719
Total			19,560	719	20,279



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
102243	Prime	MSD.(11930-015.1) COUNTY MARTIGNEY PUBLI/M REDUCTION	JC	\$2,270,483	\$2,343,870
Project Manager					
Reeves, Willis M		Bid Date: 05-31-2016	Project Close Date: 08-14-2018		
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			
2350 Market Street		2350 Market Street			
St. Louis Missouri 63103		St. Louis Missouri 63103			
+1 314 7686200		+1 314 7686200			
AIS					
			STD	Total	SR's
8	14,403	0	0	14,403	0
10	352	0	0	352	
12	743	0	0	743	
15	345	0	0	345	
18	195	0	0	195	
24	518	1,293	1,293	1,811	
Total	16,556	1,293	1,293	17,849	

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
102244	Prime	MSD.(12437-015.1) COUNTY UNIVERSITY CITY-EAST(UR-088409)	JC	\$4,025,288	\$3,731,082
Project Manager					
Reeves, Willis M		Bid Date: 06-08-2016	Project Close Date: 07-19-2019		
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			
2350 Market Street		2350 Market Street			
St. Louis Missouri 63103		St. Louis Missouri 63103			
+1 314 7686200		+1 314 7686200			
AIS					
			Total	SR's	
8	29,131		29,131	0	
10	4,463		4,463		
12	3,877		3,877		
15	2,163		2,163		
18	1,062		1,062		
21	737		737		
24	1,678		1,678		
Total	43,111		43,111		

PROPOSAL FORM D

RFP 23-424-201

Proposal of insituform Technologies USA, LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as same (*) Limited Liability Company

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. 23-424-201 – 2023 Inflow & Infiltration project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1 and 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.

***REVISED* BID PROPOSAL FORM E - Project No. 23-424-201**

2023 Inflow & Infiltration Project

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	EA	1	2,000.-	\$ 2,000. ⁰⁰
Pre-Installation Video	LF	1200	4.10	\$ 4,920. ⁰⁰
Installation CIPP 8 inch	LF	1200	29.50	\$ 35,400. ⁰⁰
Reinstate Service Connections	EA	40	40.00	\$ 1,600. ⁰⁰
				\$
TOTAL BASE BID				43,920.⁰⁰

Company Name Insituform Technologies USA, LLC

Total Base Bid for Project Number: 23-424-201

\$ 43,920.⁰⁰

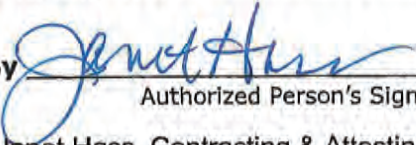
In the blank above insert numbers for the sum of the bid.

~~(\$ forty three thousand, nine hundred twenty + No./1000)~~

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

***REVISED* BID PROPOSAL FORM E – RFP 23-424-201
CONTINUED**

Company Name Insituform Technologies USA, LLC

By 
Authorized Person's Signature
Janet Hass, Contracting & Attesting Officer
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Company Address 580 Goddard Avenue
Chesterfield, MO 63005

Addendum No. _____

Addendum No. _____

Addendum No. _____

Phone 636-530-8000

Addendum No. _____

Fax 636-530-8701

Email jhass@aegion.com

Date May 2, 2023

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
2023 Inflow & Infiltration
Project #23-424-201

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

Addendum No. 1 - Question.

1. Question: Are there any maps/plans for this project so a site visit can be conducted?

Response: Plans 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 April 27, 2023 at 5 p.m.

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

Company Name: Insituform Technologies USA, LLC

By: Janet Hass

Title: Contracting & Attesting Officer

Address: 580 Goddard Avenue

City, State, Zip: Chesterfield, MO 63005

Date: May 2, 2023 Phone: 636-530-8000

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

PROPOSAL FORM A
RFP 23-424-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Janet Hass having authority to act on behalf of (Company name) Insituform Technologies USA, LLC do hereby acknowledge that (Company name) Insituform Technologies USA, LLC 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: Insituform Technologies USA, LLC


ADDRESS: 580 Goddard Avenue
Street

ADDRESS: Chesterfield MO 63005
City State Zip

PHONE: 636-530-8000

E-MAIL: jhass@aegion.com

DATE: 5/2/2023
(Month-Day-Year) 
Janet Hass, Contracting & Attesting Officer
Signature of Officer/Title

DATE: 5/2/2023
(Month-Day-Year) 
Diane Partridge, Contracting & Attesting Officer
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

CITY OF RAYMORE

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



ADDENDUM NO. 2

2023 Inflow & Infiltration

Project #23-424-201

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

Addendum No. 2 - Clarification and questions.

1. Clarification: Attached please find the Specifications for Cured-In-Place Pipe (CIPP)

2. Question: Are the items to be lined as follows?

- **MH A1- MH A2 @ 125.94 LF.**
- **MH A2- MH A3 @ 172.15 LF.**
- **MH A3- MH A4 @ 382.73 LF.**
- **MH A4- MH A5 @ 300.00 LF.**
- **MH A5- MH A6 @ 218.48 LF.**

Response: Yes

3. Sheet 4 of 4 States the pipes to be lined are PVC. Are we lining PVC pipe?

Response: Yes

4. Bid item 2 calls for 1300 LF of Pre-Installation Video. Where is the additional 100 LF from CIPP?

Response: See amended Bid Tab. Total is 1200 ft.

5. Bid item 3 calls for 2600 LF of Cleaning. Where is the additional 1400 LF from the CIPP?

Response: See amended Bid Tab and Measurement and Payment. Cleaning is subsidiary to Pre-Installation Video and CIPP Installation.

6. Do you guys have a Spec for the CIPP Lining material?

Response: See attached Specifications

7. As far as Cleaning goes, anything under 3 passes considered light cleaning and anything over 3 passes, root saw or cutting of laterals considered heavy cleaning?

Response: Root Cleaning or cutting of protruding laterals would be considered outside the scope of routine cleaning.

8. The plans call out the lines a PVC, is this correct?

Response: Yes

9. The segments on the plans add up to 1,200ft, but the bid form has a quantity of 1,300ft for Pre-Installation Video and 2,600ft for cleaning. Should all these quantities be the same or is there an additional line on the project that needs to be cleaned and televised?

Response: See attached *Revised* Bid Proposal Form E.

10. Will there be access to the gated community?

Response: The city will work with the HOA to obtain access during working hours (7am to 7pm). A code will be provided.

11. Will a meter be available for water access?

Response: Water for the area is served by Water District #3. However, if you would like to use off-site City of Raymore water, the deposit for the meter is \$2500.

12. Depending on what is found in the line, where can the spoils be disposed of?

Response: There is no on-site disposal area for spoils.

13. Revised Bid Tab to reflect pre-installation cleaning into the line item Pre-Installation Video. See attached *Revised* Bid Proposal Form E.

14. Revised Appendix A, Anticipated Scope of Service to read:

Install 1200 feet of CIPP in an 8 inch diameter Sanitary line and re-establish service connections.

15. Revised Appendix A, Section 6, Measurement and Payment, as follows:

Removed SubSection Cleaning.

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 April 27, 2023 at 5 p.m.

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

Company Name: Insituform Technologies USA, LLC

By: Janet Hass

Title: Contracting & Attesting Officer

Address: 580 Goddard Avenue

City, State, Zip: Chesterfield, MO 63005

Date: May 2, 2023 Phone: 636-530-8000

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

CHATEAU PLACE 1st PLAT

A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI
PUBLIC IMPROVEMENTS

SANITARY SEWER IMPROVEMENTS

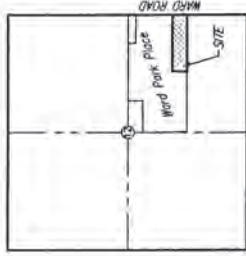
ESTIMATED QUANTITIES			
ITEM	UNITS	PLAN	AS-BUILT
3" PVC Pipe - 30' - 26	Ln. Ft.	1,189	
4" Manhole	Sta.	5	
4" Service Lines	Ln. Ft.	7,235	
Connect to Existing Manhole	Sta.	1	

PROJECT NOTES

- Grading Contractor shall be responsible for the control of erosion and siltation during all phases of construction.
- Prior to Grading Precast Structures: Shop drawings shall be submitted to the design engineer for approval. Upon approval these shall be submitted to the City of Raymore for review.
- Manhole top elevations designated as "Field Verify" (F.V.) are located outside the street right-of-way or in areas of undetermined grading. Contractors bidding precast manholes shall be responsible for adjustment of the manhole top elevation to the ground surface. The contractor shall field verify the top elevations prior to ordering precast manholes.
- All water lines, sanitary sewer lines, and storm water drainage crossings shall be in place or a casing pipe provided for future installation prior to base and surface asphalt courses.
- Sidewalks are shown for informational purposes only unless otherwise noted. However, the contractor shall be responsible for handicap ramp construction in curbs.

GENERAL NOTES

- The construction covered by these plans shall conform to all applicable standards and specifications of the Public Works Department of the City of Raymore, Missouri, in current usage and the Standard Specifications of the Kansas City Metropolitan Chapter of the American Public Works Association 2004 Edition.
- All workmanship and materials shall be subject to the inspection and approval of the Engineering Department of the City of Raymore, Missouri.
- Lineal foot measurements shown on these plans are horizontal measurements, not slope measurements. All payments shall be made on horizontal measurements.
- No Geological Investigation was performed on this project.
- The Utility locations shown on these plans are taken from Utility Company records and are approximate only. They do not constitute actual field locations. The Contractor shall verify the location and depth of all utilities prior to construction.
- Clearing and Grubbing operations and disposal of all debris therefrom shall be performed by the contractor in strict accordance with all state and local codes and ordinances.
- All waste material shall be disposed of at a location to be selected by the owner or his authorized representative; such location to be on the site.
- The Contractor shall control the erosion and siltation during all phases of construction. He shall keep the streets clean of mud and debris and follow the erosion control plan prepared by the design engineer.
- All manholes, catch basins, utility valves and meter pits to be adjusted or rebuilt to grade as required.
- Subgrade soil for all concrete structures, regardless of the type or location, shall be firm, dense, and thoroughly compacted. All concrete shall be free from mud and dirt, and shall be sufficiently moist in accordance with the foot of the wetman or machinery engaged in subgrade tamping, reinforcing steel, and depositing concrete thereon. In all cases where subsoil is muddy or works into mud or mud during such operation, a seal course of either concrete or rock shall be placed below subgrade to provide a firm base for working and for placing the floor slab.
- A minimum horizontal distance of ten (10') shall be maintained between parallel water and sanitary sewer lines. At any point where sanitary sewer lines cross water lines, the sanitary sewer shall be constructed of cast iron pipe or pipe encased in concrete for a distance of ten feet (10') in each direction from the crossing unless the water is a minimum of eighteen inches (18") above the top of the sanitary sewer line.
- Contractor shall hire and pay for the services of an Independent Testing Laboratory for soil testing. For all pits greater than three feet in depth, testing lab shall perform at least 100 tests per 1000 cubic yards. Contractor shall be responsible for the first 500 cubic yards. Additional tests for each 1000 cubic yards shall be taken at a rate of one test per each 300 cubic yards of fill placed. For fill greater than 5 feet in depth soils compaction tests shall be taken at maximum depth intervals of 2 feet. Test results for all of the above shall be submitted to Contractor, Design Engineer, and to the City of Raymore. Contractor shall notify the City and testing laboratory at least 24 hours before filling operations commence in a given area.



LOCATION MAP
SEC. 12, TWP. 46, RGE. 32.

PROJECT BENCHMARK

2 1/2" Iron Bar at the Southwest corner of Cass County Public Water Supply No. 3.
Elev = 1028.91

INDEX OF SHEETS

- COVER SHEET
- GENERAL PLAN
- SEWER LOCATIONS
- SANITARY PLAN & PROFILE, LINE 4
- SANITARY DETAILS - 2 SHEETS

DEVELOPER:

MINOB Enterprises, Inc.
503 N. Prairie Lane
Raymore, Missouri 64083

SURVEYOR:

Chrisman Land Surveyors, L.T.D.
1708 Vogt Road
Raymore, Missouri 64083

APPROVED:

City Engineer

Date

July, August 6, 2004

HARRINGTON & CORTEVALLO, INC.
Consulting Engineers
911 Main St., Suite 1000, Kansas City, Missouri 64108
Phone: (816) 431-8395 Fax: (816) 471-8109
HCI Project No. 1036-01

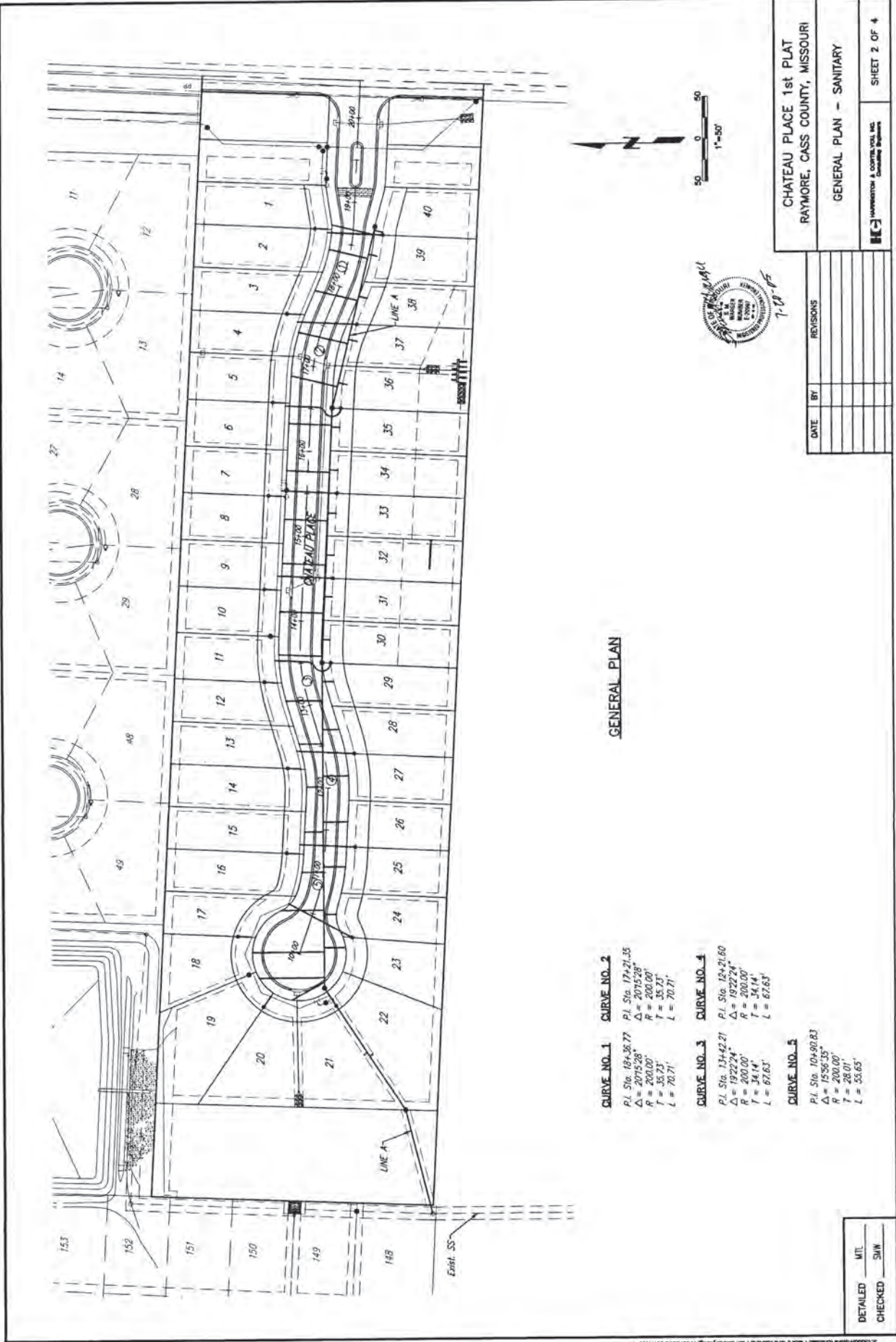
SHEET 1 OF 4

"AS-BUILTS"



I certify the conditions shown are correct and the sewers are acceptably located within existing easements or right-of-way.

7-14-05 SWH As-Builts



DATE	BY	REVISIONS

CHATEAU PLACE 1st PLAT
 RAYMORE, CASS COUNTY, MISSOURI

GENERAL PLAN - SANITARY

HC HERRINGTON & COMPANY, INC.
 ENGINEERS & SURVEYORS

SHEET 2 OF 4

DATE: _____
 CHECKED: _____
 MTL: _____
 SWN: _____

S:\Subdivisions\Chateau Place\Final\General Plan\Printing\Fig 1/19/2005 10:47:10 AM

TABLE OF SERVICE LOCATIONS

1st PLAT				
LOT NO.	CONNECTION TYPE	DIST. FROM D.S. M.H.	STUB LENGTH	MINIMUM BASKET FLOOR ELEVATION
32	* T *	127'	10'	974.95
33	* T *	176'	10'	975.45
34	* T *	227'	10'	975.95
35	* T *	278'	10'	976.47
36	* T *	31'	10'	977.10
37	* T *	84'	10'	977.59
38	* T *	155'	10'	978.24
39	* T *	166'	10'	978.85
40	* T *	215'	10'	979.04

TABLE OF SERVICE LOCATIONS

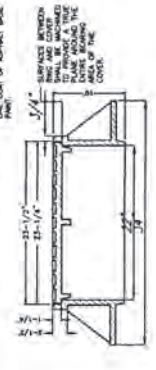
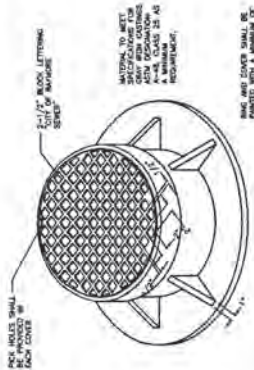
1st PLAT				
LOT NO.	CONNECTION TYPE	DIST. FROM D.S. M.H.	STUB LENGTH	MINIMUM BASKET FLOOR ELEVATION
1	* T *	208'	50'	980.04
2	* T *	181'	46'	979.84
3	* T *	130'	52'	979.19
4	* T *	79'	59'	978.68
5	* T *	26'	55'	978.25
6	* T *	280'	50'	977.49
7	* T *	224'	50'	976.83
8	* T *	167'	51'	976.36
9	* T *	115'	51'	975.84
10	* T *	58'	51'	975.27
11	* T *	7'	51'	974.82
12	* T *	338'	43'	973.94
13	* T *	267'	28'	973.13
14	* T *	237'	19'	972.42
15	* T *	184'	22'	971.91
16	* T *	136'	25'	969.69
17	* T *	92'	50'	971.69
18	* T *	43'	84'	971.80
19	* T *	12'	76'	971.29
20	* T *	7'	48'	970.84
21	* T *	81'	10'	968.58
22	* T *	76'	10'	968.34
23	* T *	48'	25'	970.65
24	* T *	87'	15'	970.84
25	* T *	142'	26'	971.59
26	* T *	195'	29'	972.16
27	* T *	250'	30'	972.77
28	* T *	304'	19'	973.10
29	* T *	360'	14'	973.35
30	* T *	27'	10'	973.06
31	* T *	78'	10'	974.47



CHATEAU PLACE 1st PLAT
 RAYMORE, CASS COUNTY, MISSOURI
 SANITARY SEWER SERVICE LOCATIONS
 MISSOURI PROFESSIONAL ENGINEERING BOARD

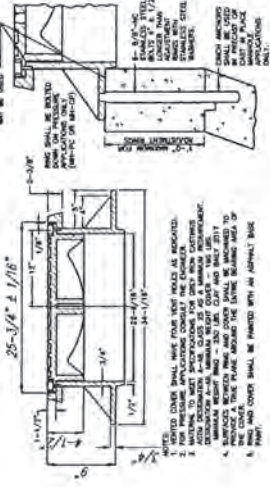
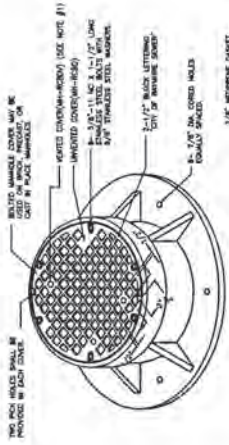
DATE	BY	REVISIONS

DETAILED _____ MTL
 CHECKED _____ SMW

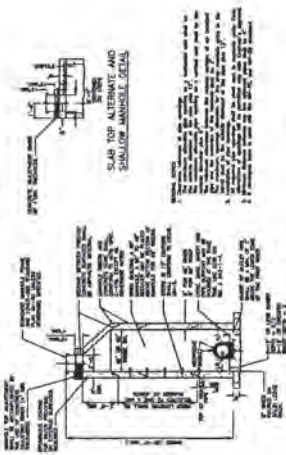
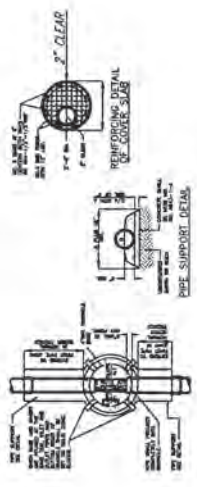


MANHOLE RING & COVER
 THIS HOLES SHALL BE PROVIDED BY EACH COVER PROVIDER IN PLACE MANHOLE

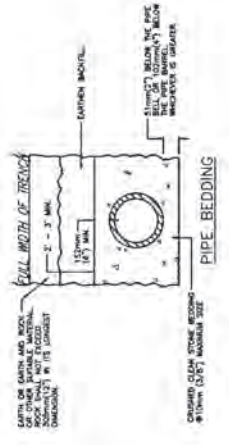
MANHOLE RING & COVER



BOLTED MANHOLE RING & COVER SOLID & VENTED



MANHOLE - PRECAST CONCRETE 4'-0\"/>



COMPLETE BEDDING OF CONCRETE BEDDING

CONCRETE CRADLE QUANTITY

PIPE SIZE	CU M/W	CU YDS/FT
150mm (6")	0.05	(0.05)
200mm (8")	0.08	(0.08)
300mm (12")	0.18	(0.18)
375mm (15")	0.33	(0.33)
450mm (18")	0.51	(0.51)
525mm (21")	0.71	(0.71)
600mm (24")	1.01	(1.01)

CONCRETE CRADLE

PIPE BEDDING & CRADLE FOR SANITARY SEWER PIPE

CHATEAU PLACE 1st PLAT
 RAYMORE, CASS COUNTY, MISSOURI

SANITARY SEWER DETAILS

HC ENGINEERING & CONSULTING, INC.
 CONSULTING ENGINEER

DATE	BY	REVISIONS

DETAILED
 MTL
 CHECKED
 SMW



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 22, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

- | | | | |
|---|-------------------------------------|---------------------------------------|---|
| <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 3812: Madison Valley 2nd Final Plat

STRATEGIC PLAN GOAL/STRATEGY

3.2.4: Provide quality, diverse housing options that meet the needs of our community

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: May 16, 2023
Action/Vote: Approval, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bryan Rahn, representing Blue Springs Safety Storage, LLC, has requested final plat approval of the Madison Valley 2nd Plat, a 55-lot single family residential subdivision located north of 58 Highway, between Sunset Lane and the existing Madison Valley subdivision.

The Preliminary Plat for the proposed subdivision was provided a one-year extension by the City Council at their December 12, 2022 meeting.

The Planning and Zoning Commission voted 8-0 to recommend approval of this request at its May 16, 2023 meeting.

BILL 3812

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MADISON VALLEY 2ND FINAL PLAT, LOTS 175 THROUGH 229 AND TRACTS C THROUGH H, A SUBDIVISION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and,

WHEREAS, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore Unified Development Code, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and,

WHEREAS, the City Council of the City of Raymore, Missouri, finds and declares that the provisions contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public rights-of-ways.

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

Section 1. The City Council makes its findings of fact as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

Section 2. That the subdivision known as Estates at Madison Valley 2nd Plat, Lots 175 thru 229 and Tracts C thru H is hereby approved for the tract of land described below:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°56'15" WEST, 19.59 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING AND ALONG A LINE 19.59 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF SAID NORTH HALF, AND BEING ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF MADISON CREEK THIRD PLAT, LOTS 104 THRU 149 AND TRACT E, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE, SOUTH 87°54'20" EAST, 718.37 FEET; THENCE LEAVING SAID EXTENSION LINE, SOUTH 20°28'34" WEST, 81.38 FEET; THENCE SOUTH 02°38'56" WEST, 133.67 FEET; THENCE SOUTH 08°55'13" WEST, 221.80 FEET, THENCE SOUTH 01°23'47" EAST, 142.76 FEET; THENCE SOUTH 25°08'58" WEST, 50.35 FEET; THENCE SOUTH 09°13'56" WEST, 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 80°46'04" WEST, A RADIUS OF 175.00 FEET AND AN ARC LENGTH OF 11.67 FEET; THENCE SOUTH 15°30'00" WEST, 17.96 FEET; THENCE SOUTH 02°18'53" EAST, 31.88 FEET; THENCE SOUTH 09°27'56" WEST, 174.81 FEET; THENCE SOUTH 01°04'43" EAST, 234.12 FEET; THENCE SOUTH 19°43'34" WEST, 40.72 FEET; THENCE SOUTH 12°42'35" EAST, 145.99 FEET TO THE SOUTH LINE OF SAID NORTH HALF AND BEING A POINT ON THE NORTH LINE OF WEDGEWOOD MEADOWS, A SUBDIVISION OF

LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE; THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF ALSO BEING THE NORTH LINE OF SAID WEDGEWOOD MEADOWS AND THE NORTH LINE OF THE SECOND REPLAT OF KIRBY ESTATES, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE, NORTH 87°34'38" WEST, 669.14 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, NORTH 02°56'15" EAST, 1301.12 FEET, TO THE POINT OF BEGINNING AND CONTAINS 19.80 ACRES, MORE OR LESS.

Section 3. The Development Agreement between the City of Raymore, Missouri, and Blue Springs Safety Storage South, LLC is approved and the City Manager is authorized to execute said agreement on behalf of the City of Raymore, Missouri.

Section 4. Traffic Control Signage. The following stop signs shall be established within the City of Raymore:

- Northeast corner of Wood Sage Court & Foxglove Lane
- Northeast corner of Red Clover Court & Foxglove Lane
- Southeast corner of Foxglove Lane & W. Heritage Drive
- Northeast corner of W. Heritage Drive & Sunset Lane
- Northwest corner of Wild Lupine Lane & W. Heritage Drive
- Northwest corner of Foxglove Lane & W. Heritage Drive

Section 5. 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 6. 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 22ND DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF JUNE, 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



To: City Council
From: Planning and Zoning Commission
Date: May 22, 2023
Re: Case #23014 - Madison Valley 2nd Plat - Final Plat Lots 175 thru 229 and Tracts C, D, E, F, G & H

GENERAL INFORMATION

**Applicant/
Property Owner:** Tony Ward
Blue Springs Safety Storage South, LLC
1120 Eagles Ridge Blvd.
Grain Valley, MO 64029

Requested Action: Final Plat Approval, Madison Valley 2nd Plat - Final Plat

Property Location: Generally located east of future extension of Sunset Ln and north of N. Park Dr.



Site Photographs:



View looking east from Compass Health Network Parking Lot.



View looking north toward Madison Creek Subdivision from N. Park Dr. Terminus



View looking south from Mesa Ridge Dr. Terminus



View looking west from Heritage Dr. Terminus

Existing Zoning: “R-1.5” Single Family Residential District (6,500 sq ft)

Existing Surrounding Zoning: **North:** “R-1” Single-Family Residential District
South: “R-1” Single-Family Residential District
“PO” Professional Office District
East: “R-1” Single-Family Residential District
West: “R-1” Single-Family Residential District
“PR” Parks, Recreation and Public Use District

Existing Surrounding Uses: **North:** Single Family Residential and undeveloped
South: Single Family Residential and Compass Health Network
East: Single Family Residential
West: Undeveloped and Hawk Ridge Park

Total Tract Size: 19.80 Acres

Total Number of Lots: 55 Lots, 6 Tracts

Density – units per Acre: 2.77

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for low-density residential development.

Major Street Plan: The Major Thoroughfare Plan Map classifies future extension of Sunset Ln as a Minor Collector.

Advertisement: City Ordinance does not require advertisement for Final Plats.

Public Hearing: City Ordinance does not require a public hearing for Final Plats

PROPOSAL

Outline of Requested Action: *The applicant seeks to obtain Final Plat approval for Madison Valley 2nd Plat – Lots 175 thru 229 and Tracts C, D, E, F, G & H*

City Ordinance Requirements: In order for the applicant to accomplish the aforementioned action they must meet the provisions of the Unified Development Code. Chapter 470 of the Unified Development Code outlines the requirements and actions that need to be taken in order to final plat property, specifically, Section 470.130.

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The subject property was rezoned from “A” Agricultural District to “R-1” Single Family Residential District on April 9, 2001.
2. The Hawthorne Ridge Preliminary Plat was approved for the subject property on April 23, 2001. The Preliminary Plat proposed 190 lots on 71 acres. The preliminary plat expired on April 23, 2002 due to no final plat application ever being approved.
3. A request to reclassify the zoning of a portion of the subject property from R-1 to “R-3P” Multiple-Family Dwelling Planned District was withdrawn by the property owner in March of 2004.
4. The Preliminary Plat for Madison Valley Subdivision was initially approved on September 27, 2004. The plat contained 202 single-family lots. The preliminary plat expired on October 10, 2014.
5. The Madison Valley 1st Final Plat was approved on October 10, 2005. The 1st plat was constructed and contained 75 lots.
6. In 2009 an application was filed to reclassify the zoning designation of the north half of the 1st plat area from R-1 to “R-2” Single and Two-Family Residential District. The application was withdrawn on April 20, 2009.
7. On June 10, 2013 the City approved the reclassification of zoning of 65 of the lots in the 1st Final Plat area from R-1 to “R-1P” Single-Family Residential Planned District. The rezoning modified the side yard setback requirement from a minimum of ten feet down to ten percent of the lot width, with a minimum setback of five feet.
8. On October 11, 2021 the City Council approved the reclassification of zoning of the subject property from “R-1” Single-Family Residential District to “R-1.5” Single-Family Residential District (6,500 sq ft.)
9. On December 20, 2021 the City Council approved the Madison Valley Phase 2 preliminary plat. The plat contains 154 lots and was set to expire December 20, 2022.
10. The applicant requested an extension of the preliminary plat and the City Council voted to approve the request on December 12, 2022.

ENGINEERING DIVISION COMMENTS

The Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

1. The current bulk and dimensional standards for the subject property is “R-1.5” Single-Family Residential District (6,500 sq ft.) is provided below.

	R-1.5
Minimum Lot Area (square feet)	6,500
Minimum Lot Width (feet)	60
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	30
side	7.5
side, exterior	15
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	40

2. Five foot (5') sidewalks will be required to be installed on lots and common areas within this subdivision. A five foot (5') sidewalk is required to be installed on the east side of the future extension of Sunset Ln. This will be installed as part of the construction of Sunset Lane.
3. Parkland dedication is required for this property; the Park Board has already approved the fee-in-lieu payment in the amount of \$120,183.90 (\$780.41 per lot).
4. The proposed development is located within the territorial area of the City of Raymore and shall be served by the City.
5. According to the MOU, there were three phases to this proposed development. This would be the 1st phase as it is located west of the Stream buffer. The phasing can only be changed by amending the MOU (Memorandum of Understanding).
6. A landscape buffer plan was required with the submittal of this final plat. City Staff has reviewed the proposed plan and it does comply with the UDC.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Section 470.130 of the Unified Development Code states that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. Is substantially the same as the approved preliminary plat;

The final plat is substantially the same as the Preliminary Development Plan and Memorandum of Understanding. Roadway alignments and lot configurations generally remain the same.

2. Complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City; and;

The proposed final plat does comply with all conditions, restrictions and requirements of the Unified Development Code and all other applicable ordinances and design standards for the City.

3. Complies with any condition that may have been attached to the approval of the preliminary plat.

The proposed plat complies with the conditions of the Memorandum of Understanding that was attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	May 16, 2023	May 22, 2023	June 12, 2023

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23014 Madison Valley 2nd Plat - Final Plat; Lots 175 thru 229 and Tracts C, D, E, F, G, & H to the City Council with a recommendation of approval subject to the following conditions:

- Rename Heritage Dr. to W. Heritage Dr.
- Rename Foxlove Ln. to Foxglove Ln. as per the approved preliminary plat.

PLANNING AND ZONING RECOMMENDATION 5/16/2023

At its May 16, 2023 meeting, the Planning and Zoning Commission voted 8-0 to accept the proposed findings of fact and forward Case # 23014 Madison Valley 2nd Plat - Final Plat to the City Council with a recommendation of approval subject to the following conditions:

- Rename Heritage Dr. to W. Heritage Dr.
- Rename Foxlove Ln. to Foxglove Ln. as per the approved preliminary plat.



Development Agreement

For

Madison Valley 2nd Plat

Lots 175 thru 229, Tracts C thru H

Legal Description Contained on Pages 2-3

**Between Blue Springs Safety Storage South, LLC,
Grantor,**

and

**City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083**

June 12, 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS **12th day of June, 2023** by and between, **Between Blue Springs Safety Storage South, LLC** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Madison Valley 2nd Plat, Lot 175 thru 229, and Tracts C thru H** which is located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, the Sub-divider, herein defined, agrees to assume all subdivision development obligations of the City as described in this agreement, and;

WHEREAS, the City desires to ensure that the Sub-divider will accomplish certain things in order to protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as stated herein, the parties agree as follows:

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Madison Valley 2nd Plat, Lot 175 thru 229, and Tracts C thru H**

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°56'15" WEST, 19.59 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING AND ALONG A LINE 19.59 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF SAID NORTH HALF, AND BEING ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF MADISON CREEK THIRD PLAT, LOTS 104 THRU 149 AND TRACT E, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE, SOUTH 87°54'20" EAST, 718.37 FEET; THENCE LEAVING SAID EXTENSION LINE, SOUTH 20°28'34" WEST, 81.38 FEET; THENCE SOUTH 02°38'56" WEST, 133.67 FEET; THENCE SOUTH 08°55'13" WEST, 221.80 FEET, THENCE SOUTH 01°23'47" EAST, 142.76 FEET; THENCE SOUTH 25°08'58" WEST, 50.35 FEET; THENCE SOUTH 09°13'56" WEST, 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 80°46'04" WEST, A RADIUS OF 175.00 FEET AND AN ARC LENGTH OF 11.67 FEET; THENCE SOUTH 15°30'00" WEST, 17.96 FEET; THENCE SOUTH 02°18'53" EAST, 31.88 FEET; THENCE SOUTH 09°27'56" WEST, 174.81 FEET; THENCE SOUTH 01°04'43" EAST, 234.12 FEET; THENCE SOUTH 19°43'34" WEST, 40.72 FEET; THENCE SOUTH 12°42'35" EAST, 145.99 FEET TO THE SOUTH LINE OF SAID NORTH HALF AND BEING A POINT ON THE NORTH LINE OF WEDGEWOOD MEADOWS, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE; THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF ALSO BEING THE NORTH LINE OF SAID WEDGEWOOD MEADOWS AND THE NORTH LINE OF THE SECOND REPLAT OF KIRBY ESTATES, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE, NORTH 87°34'38" WEST, 669.14 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID

NORTH HALF, NORTH 02°56'15" EAST, 1301.12 FEET, TO THE POINT OF BEGINNING AND CONTAINS 19.80 ACRES, MORE OR LESS.

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.
2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.
4. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.
5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.
6. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.
7. The Developer, and or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said

subdivision and the City Council shall have accepted by Resolution all Improvements.

2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

3. The Sub-divider agrees to provide the City of Raymore "as-built" plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.

4. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

6. The Sub-divider acknowledges that the completion of Sunset Lane, a 2020 General Obligation Bond project to be completed by the City, is an ongoing project such that it may cause delays in the completion to allow for access into the Madison Valley 2nd Plat via the proposed connection to Heritage Drive. A connection to the existing Heritage Drive to the east within the Madison Valley 1st Plat may be required to provide full access into the subdivision following the acceptance of the improvements described herein.

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.

2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.

3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.

4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.

5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.

6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.

7. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code. The total fee due for **Madison Valley 2nd Plat, Lot 175 thru 229, and Tracts C thru H** is **\$42,922.55 (Forty Two Thousand Nine-Hundred and Twenty-Two Dollars and Fifty-Five cents)**, a rate of **780.41 (Seven Hundred and Eighty dollars and Forty-One cents)** per platted lot. The fee-in-lieu shall be paid at the time of recording of the plat as contained within this agreement.

8. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

STREAM BUFFER

1. The Sub-divider agrees that no land disturbance activities or removal of any trees shall occur within the stream buffer area except for:

- a. work to install the necessary outlet structures for the stormwater detention facilities; or
- b. work to install any utility infrastructure; or
- c. work to install a road crossing.

2. Construction fencing or a similar barrier shall be installed to discourage

construction equipment and activity from occurring within the stream buffer area and to provide protection for existing tree canopy

ADDITIONAL REQUIREMENTS

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.
2. The Sub-divider agrees to install a five-foot (5') sidewalk along the perimeter of Common Area Tract C (detention basin) as part of the public improvements for this phase of development.
3. The Sub-divider agrees to install a five-foot (5') sidewalk within Common Area Tract D (detention basin), as the time a home is constructed on Lot 179, or Lot 180, whichever shall occur first.
4. The Sub-divider agrees to install a five-foot (5') sidewalk within Common Area Tracts G and H (stream buffer) as part of the public improvements for this phase of development.
5. The Sub-divider agrees to install landscape buffers within the common area tracts identified as Tract E and Tract F along Sunset Lane. Due to the delayed construction of Sunset Lane, the City and Sub-divider agree to delay the installation of the required landscape buffer within the common area tracts described above until the installation of improvements for Phase 3 of the development, or 6 months after the completion of Sunset Lane, whichever shall occur sooner.
6. The Sub-divider agrees to install a barricade, or other appropriate measures to prevent any construction traffic from utilizing Park Drive to access the subdivision during construction of the subdivision. Such measures shall remain until the City accepts Park Drive as part of the public improvements for Phase 3.
7. The City agrees to install the required five-foot (5') sidewalk along the east side of Sunset Lane as part of the construction of Sunset Lane.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.

3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.

4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.

5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.

6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.

7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.

9. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Blue Springs Safety Storage South LLC. at:

#:Tony Ward
1120 NE Eagle Ridge Blvd.
Grain Valley, MO 64029

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Madison Valley 2nd Plat, Lot 175 thru 229, and Tracts C thru H**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Madison Valley 2nd Plat, Lot 175 thru 229, and Tracts C thru H**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-divider – Signature

Printed Name

Sub-divider – Signature

Printed Name

Subscribed and sworn to me on this
the _____ day of _____ 20____
in the County of _____,
State of _____.

Stamp:

Notary Public: _____

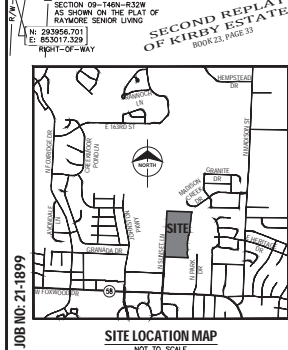
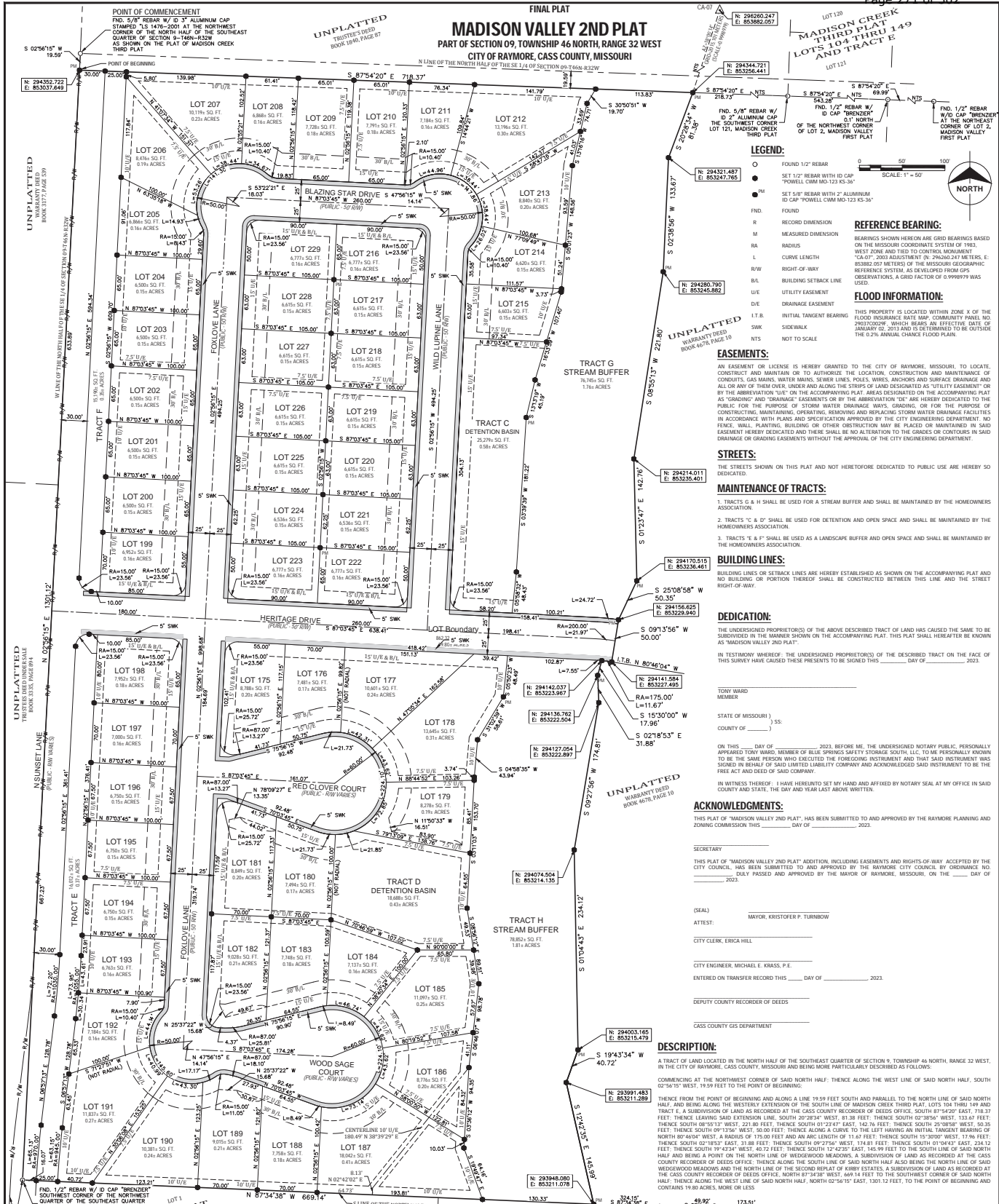
My Commission Expires: _____

Attachment A

FEE SCHEDULE FOR MADISON VALLEY 2ND PLAT

DRAFT

MADISON VALLEY 2ND PLAT
PART OF SECTION 09, TOWNSHIP 46 NORTH, RANGE 32 WEST
CITY OF RAYMORE, CASS COUNTY, MISSOURI



NOTES:
1. THE "CERTIFY" OR "CERTIFICATION" AS SHOWN AND IDEED HEREON MAKES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
2. NO TITLE REPORT WAS PROVIDED BY THE CLIENT. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POWELL CORM, INC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OR RECORD ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNER TITLE EVIDENCE, UNRECORDED AGREEMENTS, ADJOINING AGREEMENTS, IMPLIED OR PRESUMPTIVE EASEMENTS, OR ANY OTHER FACTS.
3. THE RECORD SOURCE OF THE SUBJECT PREMISES IS RECORDED AS MISSOURI DOCUMENT NO. 202109048 OF THE CASS COUNTY, MISSOURI RECORDS.
4. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS PART OF THIS SURVEY IS NOTED HEREON, ONLY THE DOCUMENTS NOTED HEREON WERE SUBMITTED TO THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PROPERTY.
5. THE LOCATION AND / OR EXISTENCE OF UTILITY SERVICE LINES TO THE PROPERTY SURVEYED ARE UNKNOWN AND ARE NOT SHOWN.
6. NO ATTEMPT HAS BEEN MADE AS PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL / PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES PLEASE CONTACT THE APPROPRIATE AGENCIES OR OTHER SURVEYORS.
7. A 1/2" REBAR WITH ID CAP "POWELL CWM-MD-23-KS" WILL BE SET AT ALL NEAR PROPERTY CORNERS AND A CHISELED PLUS MARKED AT THE BACK OF CURB ALONG THE EXTENSION OF ALL LOT LINES AFTER COMPLETION OF CONSTRUCTION BUT NO LATER THAN 12 MONTHS AFTER RECORDING OF THIS PLAT.
8. PLAT CONTAINS A TOTAL AREA OF 19.80+ ACRES.
9. THE OWNER OF ANY UNDEVELOPED LOT WITHIN THE SUBDIVISION OR IMPROVEMENT PHASE SHALL BE REQUIRED TO CONSTRUCT A SIDEWALK ON THAT LOT WHEN:
(A) 60% OR MORE OF THE LOTS ON THE SAME SIDE OF THE STREET IN THE SAME BLOCK ALREADY HAVE A SIDEWALK; AND
(B) IT HAS BEEN 3 YEARS FROM THE DATE THE FIRST CERTIFICATE OF OCCUPANCY WAS ISSUED IN THE SUBDIVISION OR IMPROVEMENT PHASE THAT CONTAINS THE UNDEVELOPED LOT.

REVISIONS:
05/05/2023
PREPARED FOR: MADISON VALLEY 2ND PLAT
WISD DEVELOPMENT
1120 EAGLES RIDGE BLVD
GRAIN VALLEY, MO 64029

FINAL PLAT
MADISON VALLEY 2ND PLAT
PART OF SECTION 09, TOWNSHIP 46 NORTH, RANGE 32 WEST
CITY OF RAYMORE, CASS COUNTY, MISSOURI

I HEREBY CERTIFY THAT THIS FINAL PLAT IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS CURRENT MISSOURI STANDARDS FOR PROFESSIONAL SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS (THE DEPARTMENT OF AGRICULTURE LAND SURVEY PROGRAM OF THE STATE OF MISSOURI)

318 S. Main St., 2nd Fl.,
Independence, MO 64224
816.337.4000 | jpowell@pcwm.com
CASS COUNTY RECORDER OF DEEDS
REC'D 05/22/2023 10:31 AM

POWELL
ARCHITECTURE/ENGINEERING/SURVEYING

DATE	JOB NO.	FIELD BY	DRAWN BY	CHECKED BY	CLASSIFICATION	SHEET NO.
03/28/2023	21-1899	KAM/DG	WDE	CR	URBAN	101 F

ACKNOWLEDGMENTS:
THIS PLAT OF "MADISON VALLEY 2ND PLAT" HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ 2023.
SECRETARY _____
(SEAL)
ATTEST: MAYOR, KRISTOPHER P. TURNBOW
CITY CLERK, ERICA LIND
CITY ENGINEER, MICHAEL E. KRASS, P.E.
ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____ 2023.
DEPUTY COUNTY RECORDER OF DEEDS _____
CASS COUNTY GIS DEPARTMENT _____

DESCRIPTION:
A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°56'30" WEST, 19.97 FEET TO THE POINT OF BEGINNING;
THENCE FROM THE POINT OF BEGINNING AND ALONG A LINE 19.97 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF SAID NORTH HALF AND BEING ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF MADISON CREEK THIRD PLAT, LOTS 100 THRU 149 AND TRACT E, AS SUBDIVIDED AS RECORDED IN THE CASS COUNTY RECORDER OF DEEDS OFFICE, SOUTH 27°04'00" EAST, 718.37 FEET; THENCE LEAVING SAID EXTENSION LINE, SOUTH 20°28'34" WEST, 81.38 FEET; THENCE SOUTH 02°28'36" WEST, 139.07 FEET; THENCE SOUTH 02°51'30" WEST, 233.80 FEET; THENCE SOUTH 27°23'47" EAST, 142.16 FEET; THENCE SOUTH 28°18'58" WEST, 50.35 FEET; THENCE SOUTH 09°13'56" WEST, 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 48°01'58" WEST, 233.80 FEET AND AN ARC LENGTH OF 113.87 FEET; THENCE SOUTH 19°20'50" WEST, 17.96 FEET; THENCE SOUTH 02°18'37" EAST, 31.88 FEET; THENCE SOUTH 09°27'55" WEST, 174.81 FEET; THENCE SOUTH 01°04'43" EAST, 234.12 FEET; THENCE SOUTH 19°43'34" WEST, 40.72 FEET; THENCE SOUTH 12°42'25" EAST, 145.99 FEET TO THE SOUTH LINE OF SAID NORTH HALF AND BEING A POINT ON THE NORTH LINE OF WEDGEWOOD MEADOWS, A SUBDIVISION OF LAND AS RECORDED IN THE CASS COUNTY RECORDER OF DEEDS OFFICE; THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF ALSO BEING THE NORTH LINE OF SAID WEDGEWOOD MEADOWS AND THE NORTH LINE OF THE SECOND REPLAT OF KIRBY ESTATES, A SUBDIVISION OF LAND AS RECORDED IN THE CASS COUNTY RECORDER OF DEEDS OFFICE, NORTH 87°34'38" WEST, 649.14 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, NORTH 02°56'30" EAST, 1305.12 FEET; TO THE POINT OF BEGINNING AND CONTAINS 19.80 ACRES OR MORE OR LESS.

LEGEND:
● FOUND 1/2" REBAR
● SET 1/2" REBAR WITH ID CAP "POWELL CWM-MD-23-KS"
● SET 5/8" REBAR WITH 2" ALUMINUM ID CAP "POWELL CWM-MD-23-KS"
○ FOUND
R RECORD DIMENSION
M MEASURED DIMENSION
RA RADIAL
L CURVE LENGTH
R/W RIGHT-OF-WAY
BL BUILDING SETBACK LINE
U/E UTILITY EASEMENT
D/E DRAINAGE EASEMENT
I.T.B. INITIAL TANGENT BEARING
SWK SIDEWALK
NTS NOT TO SCALE

REFERENCE BEARING:
BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE AND TIED TO CONTROL MONUMENT "CA-07, 2003 ADJUSTMENT (L 24626.247 METERS, E 86382.00 METERS) OF THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM AS DEVELOPED FROM GPS OBSERVATIONS, A GRID FACTOR OF 0.999979 WAS USED.

FLOOD INFORMATION:
THIS PROPERTY IS LOCATED WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29033000P, WHICH BEARS AN EFFECTIVE DATE OF JANUARY 30, 2013 AND IS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

EASEMENTS:
AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF RAYMORE, MISSOURI, TO LOCATE, CONTRACT AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF CONCRETE GAS MAINS, WATER MAINS, SEWER LINES, POLES, WIRES, ANCHORS AND SURFACE DRAINAGE AND ALL OR ANY OF THEM OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED AS "UTILITY EASEMENT" OR BY THE ABBREVIATION "U/E" ON THE ACCOMPANYING PLAT. AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "GRADING AND DRAINAGE" EASEMENTS OR BY THE ABBREVIATION "G/D" ARE HEREBY DEDICATED TO THE PUBLIC FOR THE PURPOSE OF STORM WATER DRAINAGE, GRADING, OR FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING SUCH WATER FACILITIES IN ACCORDANCE WITH PLANS AND SPECIFICATION APPROVED BY THE CITY ENGINEERING DEPARTMENT. NO FENCE, WALL, PLANTING, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED BY SAID EASEMENT HEREBY DEDICATED AND THERE SHALL BE NO ALTERATION TO THE GRADERS OR CONTOURS IN SAID DRAINAGE OR GRADING EASEMENTS WITHOUT THE APPROVAL OF THE CITY ENGINEERING DEPARTMENT.

STREETS:
THE STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

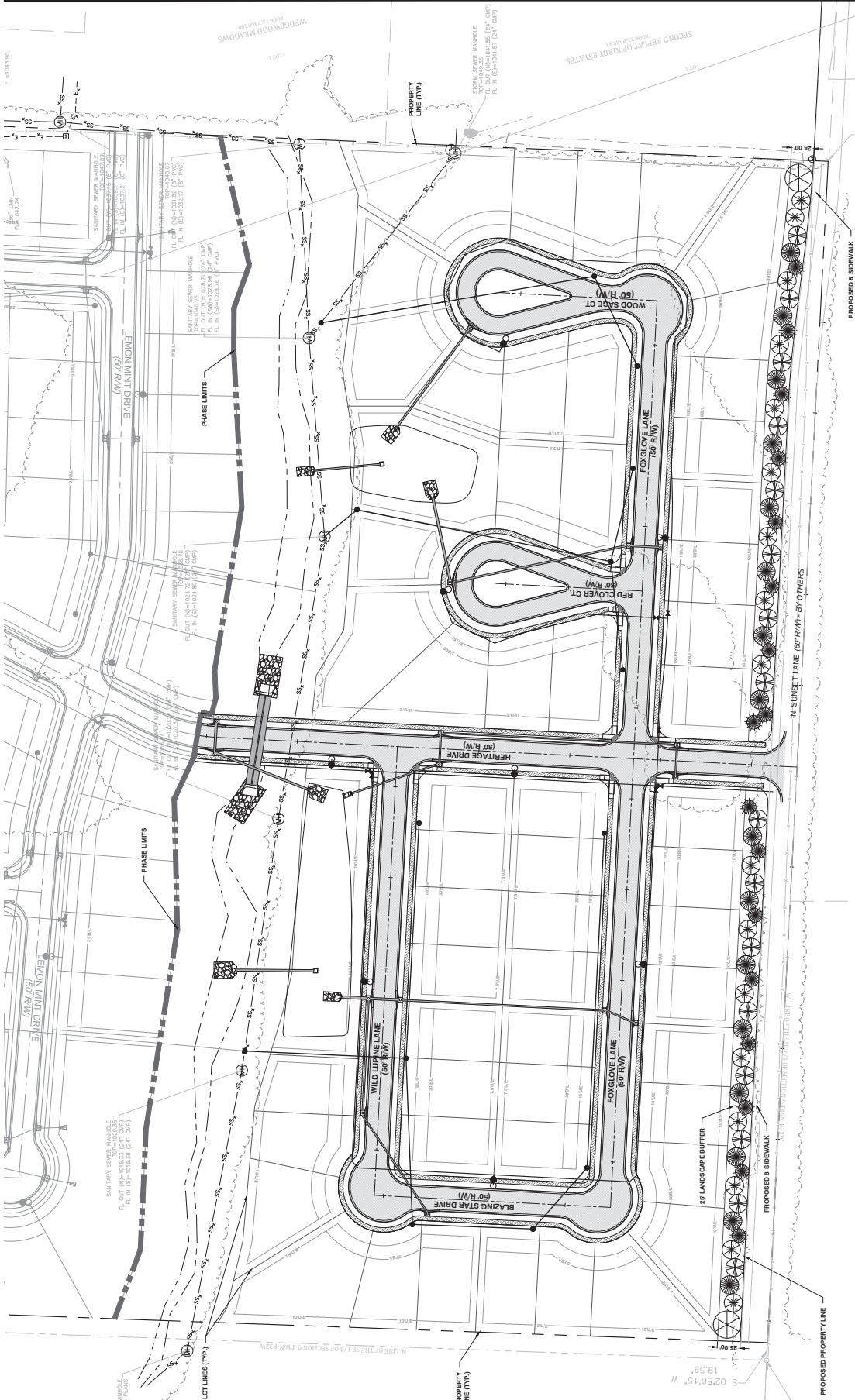
MAINTENANCE OF TRACTS:
1. TRACTS G & H SHALL BE USED FOR A STREAM BUFFER AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
2. TRACTS "C" & "D" SHALL BE USED FOR DETENTION AND OPEN SPACE AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
3. TRACTS "E" & "F" SHALL BE USED AS A LANDSCAPE BUFFER AND OPEN SPACE AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

BUILDING LINES:
BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT-OF-WAY.

DEDICATION:
THE UNDERSIGNED PROPRIETOR(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT. THIS PLAT SHALL HEREAFTER BE KNOWN AS "MADISON VALLEY 2ND PLAT".
IN TESTIMONY WHEREOF, THE UNDERSIGNED PROPRIETOR(S) OF THE DESCRIBED TRACT ON THE FACE OF THIS SURVEY HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____ 2023.
TONY WARD
MEMBER
STATE OF MISSOURI _____
COUNTY OF _____
ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED TO _____ MEMBER OF BLUE SPRINGS SAFETY CITY STORAGE, LLC, 1238 PERSHALL HUNTING, TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED BY NOTARY SEAL AT MY OFFICE IN SAID COUNTY AND STATE, THE DAY AND YEAR LAST ABOVE WRITTEN.

ACKNOWLEDGMENTS:
THIS PLAT OF "MADISON VALLEY 2ND PLAT" HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ 2023.
SECRETARY _____
(SEAL)
ATTEST: MAYOR, KRISTOPHER P. TURNBOW
CITY CLERK, ERICA LIND
CITY ENGINEER, MICHAEL E. KRASS, P.E.
ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____ 2023.
DEPUTY COUNTY RECORDER OF DEEDS _____
CASS COUNTY GIS DEPARTMENT _____

**PUBLIC IMPROVEMENT PLANS FOR
 MADISON VALLEY 2ND PLAT
 LOTS 175-229 & TRACTS C-F
 A SUBDIVISION IN RAYMOR, MO, CASS COUNTY**



COMMON NAME	SCIENTIFIC NAME	SYMBOL	SIZE AT MATURITY	QUANTITY
BERRIUM SPRUCE	PICEA OMBRICA	(Symbol)	60H X 20W	16
EASTERN WHITE PINE	PINUS STROBUS	(Symbol)	60H X 30W	2
COLORADO SPRUCE	PICEA PUNGENS	(Symbol)	60H X 30W	17
BLUE COLORADO SPRUCE	PICEA PUNGENS F. GLAUCA	(Symbol)	40H X 30W	16
EASTERN REDCEDAR	JUNIPERUS VIRGINIANA	(Symbol)	60H X 20W	17

MINIMUM PLANTING SIZES:
 DECIDUOUS SHADE TREES SHALL BE TWO AND ONE-HALF (2 1/2) TO THREE INCH CALIPER AS MEASURED 4" ABOVE GROUND.
 CONIFER TREES SHALL BE ONE AND ONE-HALF (1 1/2) TO TWO INCH CALIPER AS MEASURED 4" ABOVE GROUND.
 ORNAMENTAL TREES SHALL BE ONE AND ONE-HALF (1 1/2) INCH CALIPER AS MEASURED 4" ABOVE GROUND. THE
 SMALLEST TRUNK OF MULTI-TRUNK CLUSTERS (THREE OR MORE TRUNKS) SHALL BE THREE-QUARTERS (3/4) INCH.
 GENERAL NOTES:
 1. ALL TREES FOR THE PLANTING OF TREES OR SHRUBS BY THE DEVELOPER; THE BUILDING OF STRUCTURES AND FENCES
 HEREON IS PROHIBITED.

SUBSTITUTIONS MAY BE PERMITTED ON THE BASIS OF AVAILABILITY.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 22, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

<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 3813: Johnston Drive Street Plat/Right of Way

STRATEGIC PLAN GOAL/STRATEGY

2.2.2: Create and maintain a well-connected transportation network

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: May 16, 2023
Action/Vote: Approval, 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 voter-approved General Obligation Bond Issue included funding for the extension of Johnston Drive from its current terminus south of Benton House east to its intersection with Dean Avenue.

The City desires to move forward with the construction of the proposed road segment ahead of any development activity on the adjacent properties. Current land owner Hunt Midwest Real Estate has agreed to dedicate the required right-of-way to the City at this time to allow for the construction of the project.

The Planning Commission vote 9-0 to recommend approval of this request at its May 16, 2023 meeting.

BILL 3813

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE JOHNSTON DRIVE STREET PLAT, AND ACCEPTING THE RIGHT OF WAY FOR APPROXIMATELY 0.94 ACRES OF LAND FOR THE EXTENSION OF JOHNSTON DRIVE LOCATED LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and,

WHEREAS, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore Unified Development Code, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and,

WHEREAS, the voters of Raymore approved the 2020 General Obligation Bond Issuance, which included funding for the extension of Johnston Drive from its current terminus east to connect to Dean Avenue; and,

WHEREAS, the City Council of the City of Raymore, Missouri, finds and declares that the provisions contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public rights-of-ways.

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

Section 1. The City Council makes its findings of fact as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

Section 2. That the subdivision known as Johnston Drive Street Plat is hereby approved for the tract of land described below:

A tract of land lying in the Southeast One-Quarter of Section 18, Township 46 North, Range 32 West of the 5th Principal Meridian in Raymore, Cass County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the said Southeast One-Quarter; thence along the North line of said Southeast One-Quarter, North 86 degrees 31 minutes 30 seconds West, a distance of 209.20 feet; thence South 00 degrees 07 minutes 02 seconds East, a distance of 5.52 feet to the Northwest of Johnston Drive right-of-way as now established, said point being the Point of Beginning; thence along the West line of said right-of-way, continuing South 00 degrees 07 minutes 02 seconds East, a distance of 60.00 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of South 89 degrees 52 minutes 59 seconds West, a radius of 1170.00 feet, a central angle of 19 degrees 18 minutes 02 seconds and an arc length of 394.13 feet; thence South 70 degrees 34 minutes 56 seconds West, a distance of 139.34 feet; thence South 70 degrees 36 minutes 24 seconds West, a distance of 139.36 feet to the Southeast corner of Johnston Drive right-of-way as platted in Benton House of Raymore, a subdivision of land

recorded in book 00022 at page 0017 in the Cass County recorder of deeds; thence along the East line of said right-of-way North 19 degrees 24 minutes 52 seconds West, a distance of 60.00 feet to the Northeast corner thereof; thence North 70 degrees 36 minutes 24 seconds East, a distance of 139.35 feet; thence North 70 degrees 34 minutes 56 seconds East, a distance of 139.34 feet to a point of curvature; thence along a curve to the right being tangent to the previous course and having a radius of 1230.00 feet, a central angle of 19 degrees 18 minutes 02 seconds and an arc length of 414.34 feet to the Point of Beginning, and containing 0.9407 acres, more or less.

Section 3. Traffic Control Signage. The following stop signs shall be established within the City of Raymore:

- Dean Avenue & Johnston Drive, at the southwest corner.

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 22ND DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF JUNE, 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



To: City Council
From: Dylan M. Eppert, City Planner
Date: Planning and Zoning Commission
Re: Case #23016 - Johnston Dr. Extension - Final Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** Brenner Holland
Hunt Midwest Real Estate Development, Inc.
8300 NE Underground Dr.
Kansas City, MO 64161

Requested Action: Final Plat Approval, Johnston Dr. Extension

Property Location: west of Dean Ave. and east of Johnston Dr. terminus



Site Photographs:



View looking east along Hampstead Drive (Future Extension in background)



View looking east from Johnston Dr. terminus near Benton House

Road Class: Local Road

Existing Surrounding Zoning: **North:** “R-3AP” Multiple-Family Residential Planned District.
South: “PUD” Planned Unit Development
East: “R-1P” Single-Family Residential Planned District
West: Interstate 49

Existing Surrounding Uses: **North:** Senior Living Facility and undeveloped land
South: Undeveloped land
East: Single Family Residential and Undeveloped land.
West: Interstate 49

Total Tract Size: 0.9407 Acres

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies the area north of the proposed road extension as appropriate for high-density residential and the property to the south as appropriate for low-density residential development.

Major Street Plan: The Major Thoroughfare Plan Map classifies Johnston Dr. as a Local Rd. and Dean Ave. is classified as a Minor Arterial road.

Advertisement: City Ordinance does not require advertisement for Final Plats.

Public Hearing: City Ordinance does not require a public hearing for Final Plats

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for Johnston Dr. Extension – Final Plat

City Ordinance Requirements: In order for the applicant to accomplish the aforementioned action they must meet the provisions of the Unified Development Code. Chapter 470 of the Unified Development Code outlines the requirements and actions that need to be taken in order to final plat property, specifically, Section 470.130.

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. On January 26, 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.

2. On February 9, 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.
 - a. Of the remaining undeveloped portion of the preliminary plat, 268 townhomes remain approved, but unbuilt.
3. The first final plat for the Timber Trails townhome development was approved on February 14, 2005, and included 17 buildings, containing a total of 68 townhome units, all of which have been constructed.
4. 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.
5. With the adoption of the Unified Development Code, the zoning classification was converted from "R-3P" to "R-3AP" on January 1, 2009.
6. In December of 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 apartment development. On August 10, 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. Staff determined that the Preliminary Plat for this portion of the development expired due to the lack of a submittal of a final plat application in accordance with the Unified Development Code.
 - a. The application for this development was filed prior to the adoption of the Unified Development Code on January 1, 2009. This secured their right to build an apartment community on the property under the R-3A Multiple-Family Residential zoning. Apartment uses are restricted to the R-3B zoning district under the current zoning code.
7. The City Council has approved extensions to the Preliminary Plat in 2007, 2009, 2011, 2013, 2016, and 2020.
8. At its August 11, 2014 meeting City Council approved a conditional use permit for a senior living facility (Benton House) to be located southwest of the subject property. On September 2, 2014, the Planning and Zoning Commission approved the Benton House of Raymore Site Plan.
9. On April 25, 2022, the City Council approved the PUD rezoning and Preliminary Development Plan for Allera, a 170-lot detached single family development, that also included a 9-unit live/work attached single family

component. No applications have been submitted for this property to date.

10. The applicant, Griffin Riley Property Group, originally submitted a PUD rezoning request for this property in October of 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.
11. The Timber Trails 3rd Plat, located to the southeast of the subject property, was approved by the City Council on September 26, 2022. This was the most recent development within the Timber Trails area.

ENGINEERING DIVISION COMMENTS

The Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

1. On August 4, 2020 the Citizens of Raymore voted to approve General Obligation bonds (GO Bonds) that earmarked construction of Johnston Dr. starting at the east terminus of Johnston Dr. and proceeding west to Dean Ave. This proposal would complete the Johnston Dr. connection between S. Outer Rd. and S. Dean Ave.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Section 470.130 of the Unified Development Code states that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. **Is substantially the same as the approved preliminary plat;**

The final plat is substantially the same as the Preliminary Development Plan and Memorandum of Understanding for the Allera subdivision. Roadway alignments generally remain the same.

2. **Complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City; and;**

The proposed final plat does comply with all conditions, restrictions and requirements of the Unified Development Code and all other applicable ordinances and design standards for the City.

3. Complies with any condition that may have been attached to the approval of the preliminary plat.

The proposed plat complies with the conditions of the Memorandum of Understanding that was attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	May 16, 2023	May 22, 2023	June 12, 2023

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23016 Johnston Dr. Extension - Final Plat to the City Council with a recommendation for approval.

PLANNING AND ZONING RECOMMENDATION 5/16/2023

At its May 16, 2023 meeting, the Planning and Zoning Commission voted 9-0 to accept the staff proposed findings of fact and forwards Case # 23016 Johnston Dr. Extension - Final Plat to the City Council with a recommendation of approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 22, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

<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 3811: Quitclaim deed for Brookside Tenth Tract AA

STRATEGIC PLAN GOAL/STRATEGY

2.2.3: Value and protect natural resources and green spaces

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Map
Quitclaim Deed

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Brookside 10th Final Plat, originally approved in 2014, reserved a tract of land at the southern end of Cedar Ridge Drive (Tract Y) for a parking lot and neighborhood park. The Parks and Recreation Board subsequently determined that the neighborhood would be better served by having a trail head park constructed along Bristol Drive, within common area Tract X.

In 2020, Council approved a replat of common area Tract Y in the Brookside subdivision. The Replat of Tract Y established a new common area tract described as Tract AA. Tract AA was created after discussion with the Brookside Homes Association (HOA). The HOA desires to maintain control on the use of Tract AA and will assume maintenance responsibilities.

Bill 3811 authorizes transfer of Brookside Tenth Tract AA to the Brookside Homeowners Association.

BILL 3811

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO BROOKSIDE HOMES ASSOCIATION, INC. FOR TRACT AA, BROOKSIDE TENTH FINAL PLAT - REPLAT OF TRACT Y."

WHEREAS, the City of Raymore is the owner of Tract AA in Brookside Tenth Plat; and,

WHEREAS, Tract AA was established as part of the Brookside Tenth Final Plat - Replat of Tract Y; and,

WHEREAS, the development agreement approved for the Replat of Tract X and Tract Y authorized the transfer of Tract Y, subsequently subdivided to create Tract AA.

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

Section 1. The Mayor is authorized to execute a Quitclaim Deed to the Brookside Homes Association, Inc. for Tract AA in the Brookside Tenth Plat as described below:

Tract AA, Brookside Tenth Final Plat - Replat of Tract Y, Raymore, Cass County, Missouri

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 22ND DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF JUNE, 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



Document Title: Quitclaim Deed
Document Date: June 12, 2023
Grantors' Names: City of Raymore, a Missouri Municipal corporation
Grantors' Statutory Address: 100 Municipal Circle, Raymore, MO 64083
Grantee's Name: Brookside Homes Association, Inc.
Grantee's Statutory Address: P.O. Box 303, Raymore, MO 64083
Legal Description: Tract AA, Brookside Tenth Plat - Replat of Tract Y
Reference Book and Page: N/A

QUITCLAIM DEED

THIS QUITCLAIM DEED (“Deed”), made and entered into on this 12th day of June, 2023, by and between CITY OF RAYMORE, a Missouri Municipal Corporation (“Grantors”), and BROOKSIDE HOMES ASSOCIATION INC., duly organized under the laws of the State of Missouri, (“Grantee”), whose mailing address is P.O. Box 303, Raymore, MO 64083.

WITNESSETH, that Grantors, for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, to it paid by Grantee, the receipt and adequacy of which are acknowledged, does by these present REMISE, RELEASE and FOREVER QUITCLAIM unto the Grantee, its successors and assigns, the following described lots, tracts, or parcels of land lying, being and situate in Cass County, Missouri, more fully described as follows:

**Tract AA, Brookside Tenth Final Plat - Replat of Tract Y, Raymore,
Cass County, Missouri.**

Subject to building lines, conditions, easements, restrictions of record, and to any zoning laws or ordinances affecting the same, if any.

TO HAVE AND TO HOLD THE SAME, so that neither the Grantor nor its successors, nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the Grantor, by and through its authorized representative, has executed this Quitclaim Deed as of the day and year last above written.

Kristofer P. Turnbow
Mayor

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2023, before me, _____, a Notary Public, personally appeared Kristofer P. Turnbow, Mayor of the City of Raymore, to me known to be the person described in and who executed the foregoing Quitclaim Deed on behalf of the City of Raymore, and acknowledged that they executed the same as their free act and deed, and with full authority of the city council of Raymore.

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

Notary Public

Printed Name

My Commission Expires:



May 3, 2023

To Whom It May Concern,

Last night the Board of Directors of the Brookside Homes Association, Inc. approved the acceptance of Track AA from the City of Raymore into Brookside. This will give some common space behind the homes on the west side of Cedar Ridge south of Saddlebrook. We appreciate Raymore completing the survey and making this possible.

We hope that Track AA can be recorded as soon as possible. Thank you very much!

Sincerely,

Margaret Tompkins
President, Brookside HOA

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, MAY 15, 2023, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER RYAN MURDOCK, AND CITY STAFF.

A. Economic Development Update

Development Services Director David Gress provided an update on current and potential Economic Development progress and prospects. He announced Jordan Lee, the newly hired Economic Development Director, will start on Monday.

B. Other

The work session of the Raymore City Council adjourned at 6:43 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, MAY 2, 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, ERIC SMITH, MARIO URQUILLA, MAYOR TURNBOW AND ERIC BOWIE. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR DAVID GRESS, CITY PLANNER DYLAN EPPERT, CITY ATTORNEY JONATHAN ZERR, ASSISTANT CITY ENGINEER TRENT SALSBURY, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. **Call to Order** – Chairman Wiggins called the meeting to order at 6:01 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 21, 2023 meeting**

Motion by Commissioner Faulkner, Seconded by Commissioner Urquilla, to approve the Consent Agenda with a minor correction to the minutes.

Vote on Motion:

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

Motion passed 9-0-0.

6. **Unfinished Business - none**

7. **New Business -**

a. **Case #23012 - 103 S. Jefferson St., Rezoning from C-2/OT to R-1/OT (*public hearing*)**

Chairman Wiggins opened the public hearing at 6:04pm.

The case has been withdrawn, but since it had been advertised previously for a public hearing, it had to go to the Planning & Zoning Commission. There is no further action required for this case.

Chairman Wiggins closed the public hearing at 6:04pm.

b. Case #23013 - Sunset Villas Site Plan

Matt Schlicht came to the podium to give an overview of the site plan, including the building layout, amenities, and parking. There will be 98 units, and there will be plenty of parking for all future residents.

City Planner Dylan Eppert gave the Staff Report. The property location is north of Springing Up Child Development Center and east of Johnston Parkway. The existing zoning is "R-3B", Apartment Community Residential District. The surrounding zonings include undeveloped property, a daycare facility, professional offices, and single family residential. The total tract size is 9.35 acres with 98 units being proposed, creating 10.481 units/acre. The Subdivision Plat considers this property Raymore Senior Village 1st, Lot 1. The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for medium density development. The Major Thoroughfare Plan Map contained in the Growth Management Plan has Johnston Parkway classified as a minor collector and N Sunset Lane classified as a minor collector. The property was rezoned from "A" Agricultural to "R-2" Two-Family Dwelling in December 1996. An application to rezone the property to "R-3P" Multiple-Family Dwelling Planned District was denied by the City Council in August 2004. The Planning & Zoning Commission had recommended denial of the rezoning app. The intended use was to be 172 total units of multi-family dwelling units. With the adoption of the Unified Development Code, the zoning of the property was converted to the "R-2" Single and Two-Family Residential District classification. The Planning & Zoning Commission voted 6-1 to recommend approval to reclassify the zoning of the subject property from "R-2" to "R-3B" Apartment Community District. The rezoning would allow for the construction of apartments on the subject property. The City Council approved the application in August 2012. An application for final plat approval for the Raymore Senior Village was approved by City Council in October 2012. The Planning & Zoning Commission voted to approve the Raymore Senior Village site plan in October 2012. The site plan included 156 apartment units contained in 3-story buildings. This application does have special use conditions, and must comply with the multi-family dwelling parking requirements. 30% of the lot is required to be reserved for landscaped areas. A total of 43% of the site is provided with landscaping. Pedestrian access to the buildings have been provided. Sidewalks will be required to be constructed along the east side of Johnston Parkway and terminate at the north property line. South Metro Fire Protection District reviewed the application and had 2 comments. Stormwater will be collected on site via curb inlets and will be discharged to Johnston Lake. Primary site access will be provided off of Johnston Parkway as the proposed 1st phase of the development abuts Johnston Parkway. The "R-3B" Apartment Community Residential District is intended to accommodate multiple-family residential development where there are sufficient services and infrastructure to support higher density residential development. The principal use of the land in this district is multiple-family development that is planned and developed on a singular lot or tract under single ownership or unified control. Staff recommends that the Planning & Zoning Commission accept the proposed findings of fact and approve the case.

Commissioner Faulkner noted there's a discrepancy between the staff report and the set of plans that were received regarding stormwater, and has a concern that the added stormwater will be too much for the stormwater system to handle.

Assistant City Engineer Trent Salisbury noted that from an engineering perspective, the site is relatively small, and there should not be an issue with the stormwater runoff.

Commissioner Urquilla asked how many senior living units are in the City, including the proposed development.

Development Services Director David Gress noted that Foxwood Springs and Benton House are anomalies in the senior living communities, since they are more of an

intensive care type facility. Other senior living communities include Morningview, part of Alexander Creek, Meadows of the Good Ranch, the Ridgeview Estates homes that have recently been approved, and the Walnut Estates in Original Town. There is a large demand for these types of developments. The subject property is actually deed restricted as a senior development.

Motion by Commissioner Urquilla, Seconded by Commissioner Fizer, to accept Staff proposed findings of fact and approve Case #23013, Sunset Villas Site Plan, and approve the case with the 11 conditions as submitted.

Vote on Motion:

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

Motion passed 9-0-0.

8. City Council Report

City Attorney Jonathan Zerr gave an overview of the three City Council meetings that have taken place since the Planning & Zoning Commission last met.

9. Staff Report

Mr. Eppert noted that the meeting for May 16th will still go on as planned, and Staff congratulates and welcomes Mr. Smith to the Planning & Zoning Commission. Mr. Salisbury noted that the road and curb will begin to go down at 163rd St.

10. Public Comment

No public comments.

11. Commission Member Comment

Commissioner Bowie welcomed Eric, thanked Staff.

Commissioner Mansur thanked staff and welcomed Eric.

Commissioner Petermann had no comment for the evening.

Commissioner Faulkner thanked staff, and welcomed Eric.

Chairman Wiggins welcomed Eric, and commented on the work going on to the Negro Leagues Museum in Kansas City.

Commissioner Fizer welcomed Eric, and gave a brief overview of her trip to the APA Conference in Philadelphia and also mentioned public art and the Art District in Independence.

Commissioner Smith introduced himself and noted that he is excited to be a part of the Commission.

Commissioner Urquilla welcomed Eric, and commented on the Arts District in Independence, MO.

Mayor Turnbow gave an update on the landfill, and welcomed Eric to the Commission.

12. Adjournment

Motion by Commissioner Faulkner, Seconded by Commissioner Mansur, to adjourn the May 2, 2023 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 9-0-0.

The May 2, 2023 meeting adjourned at 6:38 p.m.

Respectfully submitted,

Emily Jordan