



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, July 8, 2024
6:00 PM

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations / Awards

- Parks and Recreation Month Proclamation

5. Personal Appearances

6. Staff Reports

- A. Development Services
- B. Court

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, June 24, 2024
- B. Adopt-A-Street - Community Bank of Raymore

Reference:
Resolution 24-21

Community Bank of Raymore has demonstrated a sincere interest in the community by taking an active part in the Adopt-A-Street program.

9. Unfinished Business - Second Reading

A. 195th Street Right-of-Way Final Plat

Reference:

Bill 3903
Staff Report
Final Plat Drawing
Aerial Exhibit

KCI Raymore South, LLC (VanTrust Real Estate) is requesting final plat approval for the right-of-way abutting the Raymore Commerce Center South development located south of 195th Street. The request formally plats the right-of-way for the existing road and the improvements associated with future development.

- City Council, 06/24/2024: Approval, 8-0
- Planning and Zoning Commission, 6/18/2024: Approval 8-0

10. New Business - First Reading

A. 2024-2025 Raymore-Peculiar School Resource Officer Agreement

Reference:

Bill 3906
Agreement

This agreement calls for the City of Raymore to provide School Resource Officer services to the Raymore-Peculiar School District for schools within the Raymore City limits and East Middle School in Cass County, as needed, during the 2024-2025 school year. The school district will provide reimbursement to the City for these services.

- No previous action on this item

B. Award of Contract - Foxridge Drive Storm and ADA Project

Reference:

Bill 3904
Contract

The Foxridge Drive Inlet and ADA Ramp Improvements Project primarily consists of curb (storm) inlet rehabilitation, replacement of damaged existing curb and throats, and ADA ramp replacement.

- No previous action on this item

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

MISCELLANEOUS

City Council Work Session Notes, 07/01/2024

EXECUTIVE SESSION (CLOSED MEETING)

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.

PROCLAMATION

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Raymore, Missouri; and,

WHEREAS, our parks and recreation programs are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and,

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and,

WHEREAS, our parks and natural recreation areas ensure the beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and,

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim the month of July 2024 as

PARKS AND RECREATION MONTH

in the City of Raymore, Missouri, and encourage all citizens and guests to celebrate Parks and Recreation Month by visiting Raymore's 300+ acres of parkland that includes 7 parks, 4 linear parks, over 20 miles of trails, an amphitheater, ice rink, sprayground, athletic fields, shelters, Centerview Event Space, Raymore Activity Center or participate in one our leagues, programs and community events.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 8th day of July, 2024.



Kristofer P. Turnbow
Mayor of the City of Raymore



MONTHLY DEPARTMENT REPORT JUNE 2024

BUILDING PERMIT & INSPECTION ACTIVITY -

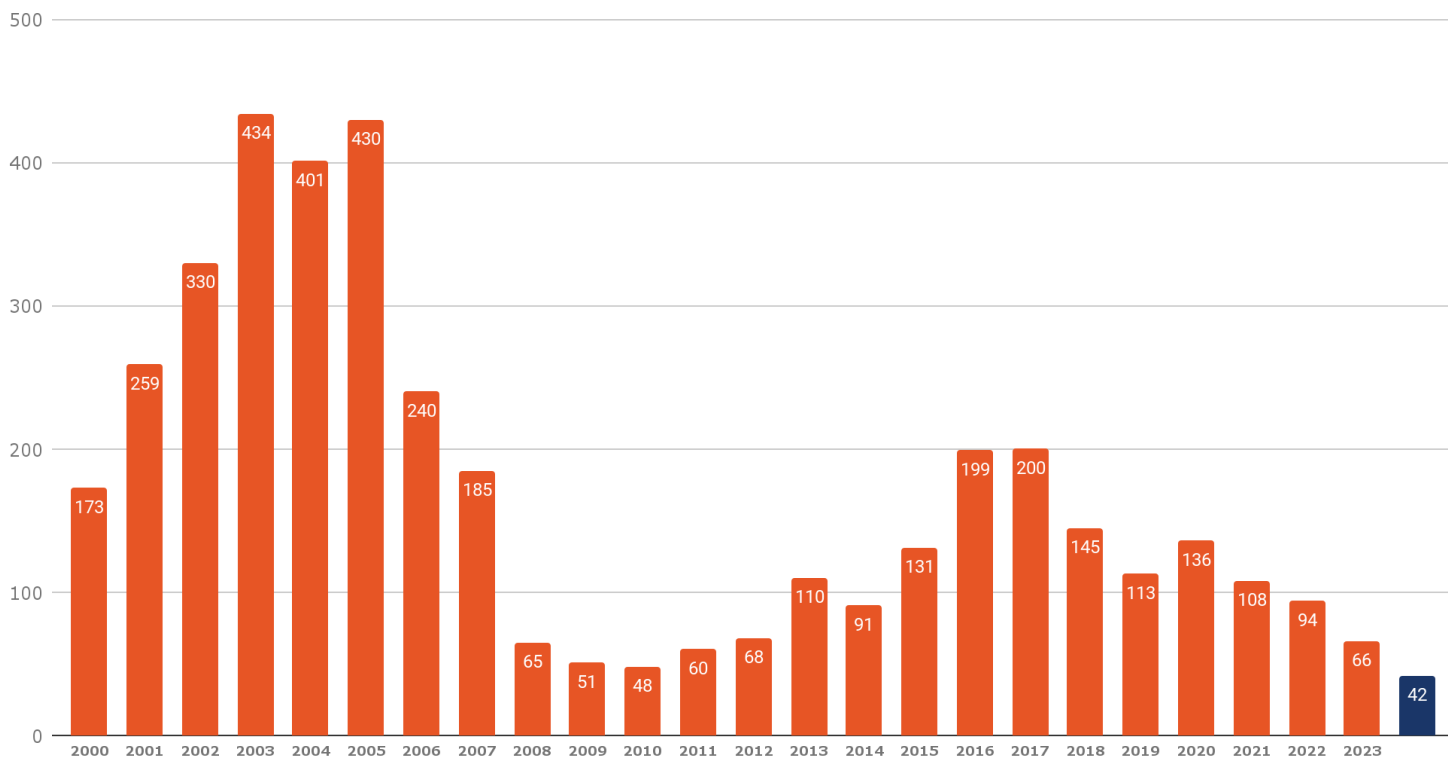
TYPE OF PERMIT	JUN 2024	2024 YTD	2023 YTD	2023 TOTAL
Detached Single-Family Residential	12	42	27	71
Attached Single-Family Residential	0	32	58	110
Multi-Family Residential (apartment)	0	9	0	0
Miscellaneous Residential (deck; roof)	58	387	368	753
Commercial - New, Additions, Alterations	1	11	15	27
Sign Permits	5	36	36	64
BUILDING INSPECTIONS	JUN 2024	2024 YTD	2023 YTD	2023 TOTAL
Total No. of Inspections	417	2,438	2,830	5,514
Residential Inspections	371	1,687	1,295	2,836
Commercial Inspections	46	751	1,535	2,678
INVESTMENT	JUN 2024	2024 YTD	2023 YTD	2023 TOTAL
Total Residential Permit Valuation	\$5,044,200	\$22,462,090.00	\$22,004,500	\$47,930,930
Total Commercial Permit Valuation	\$3,337,100	\$15,096,615.00	\$34,404,900	\$40,675,232

BUILDING CONSTRUCTION ACTIVITY -

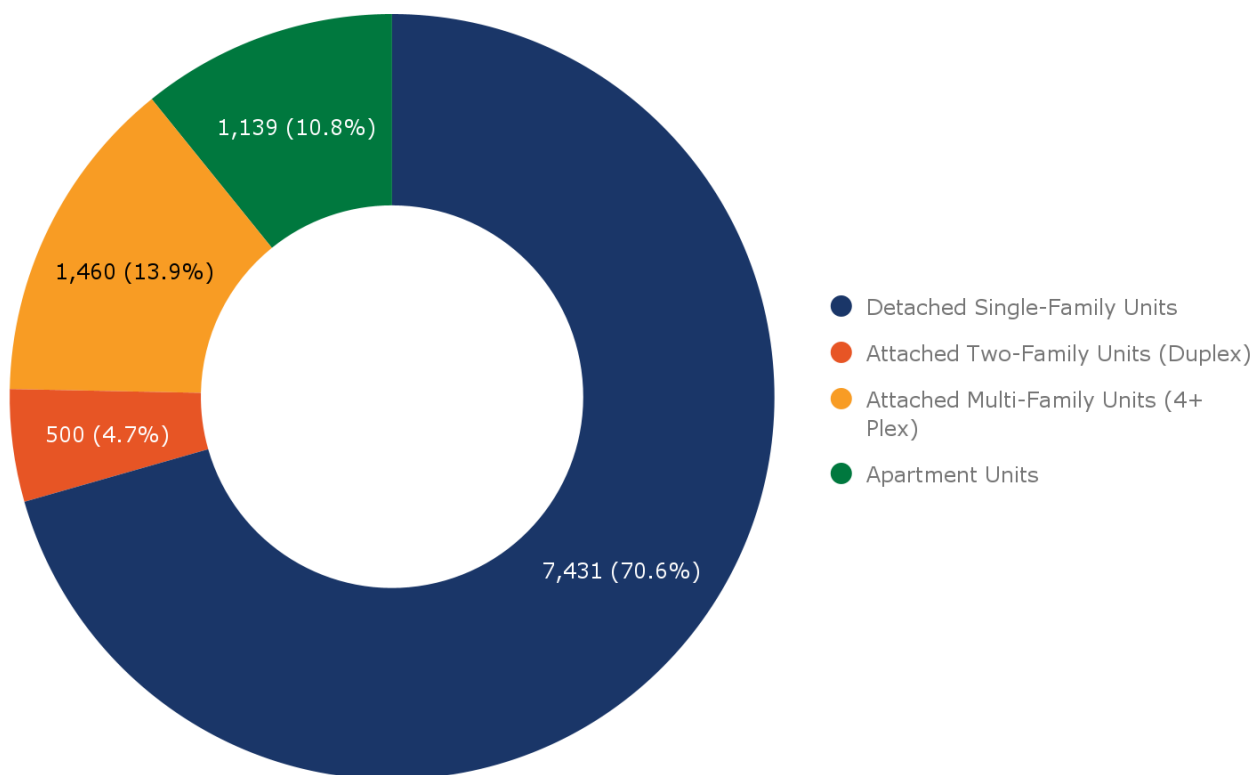
- Site-grading for the multi-tenant building located at [1830-1832 W. Foxwood Drive](#) continues. Excavation in preparation for building footings and foundation is nearing completion.
- Site work continues at the Park Side community pool and clubhouse, located south of 163rd Street and Reed Drive, as well as the 163rd Street road extension.
- Construction of the Ridgeview Estates project located at Lucy Webb and Dean, is nearing completion.
- Land Disturbance permits were approved for the development of the Chick Fil A project located at Kentucky Road and 58 Highway. Site grading and asphalt removal should commence soon.

BUILDING PERMIT TRENDS AND HOUSING UNIT INVENTORY -

Single Family Housing Permit Trends 2000-2024



Existing Housing Unit Inventory



CODE ENFORCEMENT ACTIVITY -

CODE ENFORCEMENT	JUN 2024	2024 YTD	2023 YTD	2023 TOTAL
Code Enforcement Cases Opened	73	396	377	682
<i>Notices Mailed</i>		0		
-Tall Grass/Weeds	20	84	70	131
- Inoperable Vehicles	12	141	145	230
- Junk/Trash/Debris in Yard	10	60	63	125
- Object placed in right-of-way	1	4	9	19
- Parking of vehicles in front yard	7	18	13	31
- Exterior home maintenance	17	50	41	76
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	7	25	29	59
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	3	4	5
Signs in right-of-way removed	86	337	279	628
Violations abated by Code Officer	4	25	27	55

PLANNING AND ZONING ACTIVITY -

CURRENT PROJECTS -

- Comprehensive Plan
- Informational Brochure Updates
- 195th Street ROW
- Chick Fil A Signage Conditional Use Permit
- Southtown Storage Site Plan Amendment/Expansion

ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL -

JUNE 4, 2024 PLANNING AND ZONING COMMISSION -

- Creekside Ranch Final Plat, Lots 1-23, recommended approval

JUNE 10, 2024 CITY COUNCIL MEETING -

- 1st Reading - Creekside Ranch Final Plat, Lots 1-23, approval

JUNE 12, 2024 BOARD OF ZONING ADJUSTMENT (BZA) MEETING -

- 411 S. Pelham Path Fence Variance (public hearing), approval

JUNE 18, 2024 PLANNING AND ZONING COMMISSION -

- 195th Street Right-of-Way Plat, recommended approval

JUNE 24, 2024 CITY COUNCIL MEETING -

- 2nd Reading - Creekside Ranch Final Plat, Lots 1-23, approved
- 1st Reading - 195th Street ROW Plat & Dedication, approval

UPCOMING MEETINGS - JUNE

JULY 2, 2024 PLANNING AND ZONING COMMISSION -

- Meeting Canceled

JULY 8, 2024 CITY COUNCIL MEETING -

- 2nd Reading - 195th Street ROW Plat & Dedication

JULY 16, 2024 PLANNING AND ZONING COMMISSION -

- Chick Fil A Signage Conditional Use Permit (public hearing)

JUNE 22, 2024 CITY COUNCIL MEETING -

- No Development Services items scheduled

MAY DEPARTMENT ACTIVITY & EVENTS - JUNE

- Development Services staff attended a pre-bid meeting for the Dean Avenue South Extension and 195th Street widening projects, both being completed as part of the Raymore Commerce Center South development, in conjunction with the Governor's Transportation Cost Share program with MODOT.
- Development Services Director David Gress attended the Raymore-Peculiar Sunrise Optimist Club meeting to provide information about ongoing projects in the city.
- The Planning and Zoning Commission met on Tuesday, June 4, and reviewed a final plat application for the [Creekside Ranch](#) subdivision, a 23-lot large acreage subdivision located at the northeast corner of Gore Road and Kurzweil Road. The Commission provided a recommendation of approval to the City Council.
- Economic Development Director Jordan Lea attended the planning committee meeting for the upcoming Cass County Childcare Summit.
- Economic Development Director Jordan Lea participated in a webinar hosted by United WE titled Research Release - Nationwide Survey of Childcare Needs of Women Business Owners.
- Mayor Turnbow, Councilmembers and City staff attended the ribbon cutting for [The Depot apartment community](#). The Depot offers a variety of floor plans with fantastic amenities. The complex is located at 101 Dean Avenue by Sam's Club.



- Economic Development Director Jordan Lea attended the Regional Workforce Intelligence Meeting hosted by Mid-America Regional Council (MARC).
- Economic Development Director Jordan Lea and Development Services Director David Gress attended the ribbon cutting for [Always Chic Salon and Suites](#). Congratulations to Always Chic on expanding and reinvesting in the community! The salon is located at 205 N. Madison Street.
- City Planner Dylan Eppert graduated from the University of Kansas Emerging Leaders Academy.
- City Planner Dylan Eppert conducted a final walk through for the Ridgeview Estates senior living project.
- The Board of Zoning Adjustment met on June 12 to review a fence variance request located at 411 S. Pelham Path. The request was to construct a 6' privacy fence within the required front yard setback. The Board of Zoning Adjustment approved the variance request 5-0.
- The Raymore City Council reviewed a final plat application for the [Creekside Ranch](#) subdivision, a 23-lot large acreage subdivision located at the northeast corner of Gore Road and Kurzweil Road. The City Council approved the final plat request on 1st Reading.
- Economic Development Director Jordan Lea attended the planning committee meeting for the upcoming Cass County Childcare Summit.
- Economic Development Director Jordan Lea attended Heartland Certified Public Manager Program presented by the University of Kansas Public Management Center.
- Economic Development Director Jordan Lea attended the Cass County Coalition of Chambers monthly luncheon.
- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce monthly coffee and conversations at Community Bank of Raymore.
- Economic Development Director Jordan Lea attended the International Economic Development Council's Future Forum conference.
- Elected officials and City staff attended the ribbon cutting ceremony for [HTeaO](#). HTeaO offers 26 different flavors of fresh brewed iced tea daily. It is located at 705 W Foxwood Drive. Make sure to stop in!



- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce monthly board meeting.
- Development Services staff met to prepare a presentation of the draft Raymore Blueprint 2045 Comprehensive Plan to the City Council at their July 1 Work Session.
- Development Services staff met with Engineering staff to review the issuance of building permits and certificates of occupancy for construction projects in the city.
- The regular meeting of the Planning and Zoning Commission scheduled for July 2 was canceled due to lack of business.
- Staff mailed notices for a [Conditional Use Permit request](#) for the [Chick Fil A project](#) located at the northeast corner of 58 Highway and Kentucky Road. The request will allow for additional signage to be located at the site. The Planning and Zoning Commission will review the request at their **July 16 meeting**.
- Development Services Director David Gress attended the monthly Chamber of Commerce Luncheon. Presiding Commissioner Bob Huston provided a State of the County presentation to the membership.
- Economic Development Director Jordan Lea attended the Missouri Economic Development Council's Annual Conference.
- Economic Development Director Jordan Lea was elected as Co-Director for Missouri Economic Development Council's District 3.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: Raymore Municipal	Reporting Period: Jun 1, 2024 - Jun 28, 2024	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083			County: Cass County	Circuit: 17
Telephone Number: (816)3311712		Fax Number:		
Prepared by: Angela Davis		E-mail Address:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		84	1,577	602
B. Cases (citations/informations) filed		2	186	24
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	2	0
3. court/bench trial - NOT GUILTY		0	1	0
4. plea of GUILTY in court		7	102	16
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	42	1
6. dismissed by court		0	7	5
7. <i>nolle prosequi</i>		0	3	8
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		7	157	30
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		79	1,606	596
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION</u> (pre- & post-disposition)		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	116	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	71	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,903			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: Jun 1, 2024 - Jun 28, 2024
--------------------------	---------------------------------	--

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$14,296.00	Bad Check Fee	\$25.00
Clerk Fee - Excess Revenue	\$1,446.13	Court Automation	\$1,179.29
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$44.53	Law Enf Arrest-Local	\$439.50
Bond forfeitures (paid to city) - Excess Revenue	\$90.00	Total Other Disbursements	\$1,643.79
Total Excess Revenue	\$15,876.66	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$28,948.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$1,039.00
		Total Disbursements	\$29,987.00
Fines - Other	\$7,571.50		
Clerk Fee - Other	\$578.18		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$168.43		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,201.23		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$17.83		
Law Enforcement Training (LET) Fund surcharge	\$340.44		
Domestic Violence Shelter surcharge	\$676.00		
Inmate Prisoner Detainee Security Fund surcharge	\$338.94		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$535.00		
Total Other Revenue	\$11,427.55		

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JUNE 24, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. 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

5. Personal Appearances

6. Staff Reports

Acting Public Works Director Trent Salsbury reviewed the staff report included in the Council packet. He noted the bridge deck for Ward Road was placed today.

Assistant City Manager Ryan Murdock announced Communications Manager Melissa Harmer was selected to represent the west central region for an advisory group for the State of Missouri regarding the creation of a potential Public Information Officers organization. He updated the Council on projects in the Communications Department and reviewed upcoming Arts Commission events. He announced the Household Hazardous Waste Collection Event is June 29 in Belton. He answered questions from Council.

Development Services Director David Gress announced the Council will receive the draft Comprehensive Plan in preparation for the July 1 work session.

City Clerk Erica Hill announced the 2024 Record Destruction program has been completed in accordance with the Missouri Secretary of State's office.

Chief of Police Jim Wilson reviewed the recent vehicle crimes and urged citizens to remove valuables from their vehicles and to lock their vehicle doors. He answered questions from Council.

City Manager Jim Feuerborn announced items for the July 1 work session and updated the Council on the budget process.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, June 10, 2024

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

9. Unfinished Business

A. Award of Contract - Washington Street Water Main Project

BILL 3898: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HETTINGER EXCAVATING, LLC FOR THE WASHINGTON STREET WATER MAIN PROJECT, CITY PROJECT NUMBER 24-452-201, IN THE AMOUNT OF \$240,362.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3898 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3898 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3898 as **Raymore City Ordinance 2024-029.**

B. Creekside Ranch Final Plat

BILL 3902: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR THE CREEKSIDE RANCH SUBDIVISION, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 46N, RANGE 32, WEST, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3902 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3902 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3902 as **Raymore City Ordinance 2024-030**.

C. Firing Range MOU with Honeywell FM&T

Councilmember Holman recused himself from this item and stepped down from the dais.

BILL 3900: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH HONEYWELL FM&T FOR USAGE OF THE RAYMORE FIRING RANGE."

City Clerk Erica Hill conducted the second reading of Bill 3900 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Barber to approve the second reading of Bill 3900 by title only.

DISCUSSION: None

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

Councilmember Engert	Aye
Councilmember Holman	Absent
Councilmember Mills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3900 as **Raymore City Ordinance 2024-031.**

Councilmember Holman resumed his seat at the dais.

D. Budget Amendment - Trash, Recycling, and Yard Waste Fees

BILL 3901: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2024 BUDGET AND UPDATING THE SCHEDULE OF FEES FOR RESIDENTIAL TRASH AND RECYCLING SERVICES."

City Clerk Erica Hill conducted the second reading of Bill 3901 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3901 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3901 as **Raymore City Ordinance 2024-032.**

E. Depository Agreement

BILL 3899: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH THE COMMUNITY BANK OF RAYMORE TO PROVIDE THE CITY DEPOSITORY SERVICES FOR A THREE YEAR PERIOD."

City Clerk Erica Hill conducted the second reading of Bill 3899 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Burke to approve the second reading of Bill 3899 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
--------------	--------------------------	-----

Councilmember Baker	Aye
Councilmember Barber	Nay
Councilmember Burke III	Aye
Councilmember Circo	Aye
Councilmember Engert	Aye
Councilmember Holman	Nay
Councilmember Mills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3899 as **Raymore City Ordinance 2024-033**.

10. New Business

A. 195th Street Right-of-Way Final Plat

BILL 3903: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE 195TH STREET FINAL PLAT, A SUBDIVISION OF LAND AND DEDICATION OF RIGHT-OF-WAY LOCATED IN THE NORTH HALF OF SECTION 32, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3903 by title only.

Development Services Director David Gress reviewed the staff report included in the Council packet. This final plat request provides the needed right-of-way to support the widening of 195th Street to the south and future turn lanes into the development. As part of the off-site improvements related to the Raymore Commerce Center South development located south of 195th Street, the developer, VanTrust Real Estate, will be extending Dean Avenue south from its current terminus and reconfiguring its connection with 195th Street, as well as making improvements to 195th Street along their northern property line. In 2023, the City was awarded \$4,094,666 as part of the Governor's Transportation Cost Share Program, to assist with 50% of the costs associated with various infrastructure projects related to the development of the Raymore Commerce Center, including installation of the N. Cass Parkway & Dean Avenue traffic signal (completed), extension of Dean Avenue south (design & bidding underway), and improvements to 195th Street (design & bidding underway). At their June 18, 2024 meeting, the Planning and Zoning Commission voted 8-0 to recommend approval of this request to the City Council.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3903 by title only.

DISCUSSION: None

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

Councilmember Circo	Aye
Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Aye

B. Mayoral Compensation

BILL 3905: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A COMPENSATION LEVEL FOR THE MAYOR."

City Clerk Erica Hill conducted the first reading of Bill 3905 by title only.

City Attorney Jonathan Zerr reviewed the staff report included in the Council packet. At the City Council June 17 Work Session, the City Council received requested survey results regarding Mayor and City Council compensation from regional municipalities. After review and discussion, it was requested that an ordinance be placed on the Council agenda to increase the Mayor's compensation from \$1,000 per month to \$1,500 per month.

Mayor Turnbow noted that the increase would not impact the current term and would go into effect after the next election.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3905 by title only.

DISCUSSION: Councilmember Holman stated he thinks the mayoral compensation is out of line with comparable cities and the duties have increased over the last few years.

Mayor Turnbow added that the last increase was in 2018.

Councilmember Abdelgawad stated that our current Mayor deserves more pay for the work he does, however, this increase is for the position not the individual currently holding that position. The requirements for the position are not changing, even though our current Mayor goes above and beyond those requirements. She would like to see the requirements be updated to justify the increase.

Councilmember Circo agreed with Councilmember Abdelgawad.

Councilmember Burke asked what the increase was in 2018. City Manager Jim Feuerborn stated the compensation changed from \$600 to \$1000 for Mayor and \$350 to \$600 for Councilmembers.

Councilmember Baker stated additional duties could exclude potential candidates from the position.

VOTE:	Councilmember Abdelgawad	Nay
	Councilmember Baker	Nay

Councilmember Barber	Aye
Councilmember Burke III	Nay
Councilmember Circo	Nay
Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Nay

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers congratulated Ms. Harmer on her selection to the advisory group, urged citizens to take advantage of the household hazardous waste program, thanked our employees working in the heat each day and at the City events, complimented the communications coming from the City, thanked the Arts Commission for their activities in the City, and noted the Parade of Hearts installation at Dean Avenue and 58 Highway will be removed in August.

City Manager Jim Feuerborn noted there are postcards in the lobby of the Raymore mural.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

The regular meeting of the Raymore Council adjourned at 6:34 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 24-21

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE ADOPTION OF HUBACH HILL ROAD FROM J HIGHWAY TO PRAIRIE LANE BY COMMUNITY BANK OF RAYMORE FOR THE ADOPT-A-STREET PROGRAM."

WHEREAS, the City of Raymore and the Community Bank of Raymore recognize the desirability and benefit of enhancing the quality of Raymore streets; and,

WHEREAS, the Community Bank of Raymore wishes to adopt Hubach Hill Road from J Highway to Prairie Lane; and,

WHEREAS, the Community Bank of Raymore has demonstrated a sincere interest in the community by taking an active part in a program that will benefit all citizens of Raymore.

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

Section 1. This Resolution shall become a permanent record of the appreciation of the City of Raymore for the outstanding work the Community Bank of Raymore is performing for the citizens of Raymore and all those who travel our streets.

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

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

DULY READ AND PASSED THIS 8TH DAY OF JULY, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/24/2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

195th Street Right-of-Way Final Plat

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
8/1/2024

Estimated End Date
8/1/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission

Date: 6/18/2024

Action/Vote: Approval, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3903
2. Staff Report
3. Final Plat Drawing
4. Aerial Exhibit

BACKGROUND / JUSTIFICATION

As part of the off-site improvements related to the Raymore Commerce Center South development located south of 195th Street, the developer, VanTrust Real Estate, will be extending Dean Avenue south from its current terminus and reconfiguring its connection with 195th Street, as well as making improvements to 195th Street along their northern property line. This final plat request provides the needed right-of-way to support the widening of 195th Street to the south and future turn lanes into the development.

In 2023, the City was awarded \$4,094,666 as part of the Governor's Transportation Cost Share Program, to assist with 50% of the costs associated with various infrastructure projects related to the development of the Raymore Commerce Center, including:

- Installation of the N. Cass Parkway & Dean Avenue traffic signal (completed)
- Extension of Dean Avenue south (design & bidding underway)
- Improvements to 195th Street (design & bidding underway)

At their June 18, 2024 meeting, the Planning and Zoning Commission voted 8-0 to recommend approval of this request to the City Council.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE 195TH STREET FINAL PLAT, A SUBDIVISION OF LAND AND DEDICATION OF RIGHT-OF-WAY LOCATED IN THE NORTH HALF OF SECTION 32, 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 195th Street Final Plat is hereby approved for the tract of land described below:

All that part of the North Half of Section 32, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366 on May 13, 2024, as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of said Section 32; thence North 86 degrees 58 minutes 48 seconds West, on the North line of said Northeast Quarter, a distance of 200.00 feet to the POINT OF BEGINNING; thence departing said North line, South 03 degrees 19 minutes 21 seconds West, parallel with the East line of said Northeast Quarter, a distance of 60.00 feet to a point; thence departing said parallel line, North 86 degrees 58 minutes 48 seconds West on a line 60.00 feet South of and parallel with the North line of said Northeast Quarter, a distance of 465.79 feet to a point; thence departing said parallel line, South 03 degrees 01 minutes 13 seconds West a distance of 12.00 feet to a point; thence North 86 degrees 58 minutes 48 seconds West on a line 72.00 feet South of and parallel with the North line of said Northeast Quarter, a distance of 278.92 feet to a point; thence departing said parallel line, North 80 degrees 07 minutes 25 seconds West a distance of 58.63 feet to a point; thence North 86 degrees 58 minutes 48 seconds West on a line 65.00 feet South of and parallel with the North line of said Northeast Quarter, a distance of 1,299.93 feet to a point; thence departing said parallel line, South 79 degrees 25 minutes 30 seconds West a distance of 29.78 feet to a point; thence North 86 degrees 58 minutes 48 seconds West on a line 72.00 feet South of and parallel with the North line of said Northeast Quarter, a distance of 221.18 feet to a point; thence departing said parallel line, North 80 degrees 05 minutes 22 seconds West a distance of 58.34 feet to a point; thence North 86

degrees 58 minutes 38 seconds West on a line 65.00 feet South of and parallel with the North line of Northwest Quarter of said Section 32, a distance of 611.20 feet to a point of curvature; thence in a Northwesterly direction, departing said parallel line, on a tangent curve to the right having a radius of 523.37 feet, through a central angle of 28 degrees 51 minutes 35 seconds, an arc distance of 263.62 feet to a point on said North line of said Northwest Quarter; thence South 86 degrees 58 minutes 38 seconds East, on said North line, a distance of 56.99 feet to a point of curvature on the South right-of-way line of 195th Street as established in Book 513, Page 429; thence in a Southeasterly direction, departing said North line, on said South right-of-way line, on a non-tangent curve to the left whose initial tangent bears South 63 degrees 51 minutes 54 seconds East, having a radius of 498.37 feet, through a central angle of 23 degrees 06 minutes 44 seconds, an arc distance of 201.03 feet to a point of tangency; thence South 86 degrees 58 minutes 38 seconds East, continuing on said South right-of-way line, a distance of 100.00 feet to a point; thence North 81 degrees 42 minutes 46 seconds East, continuing on said South right-of-way line, a distance of 101.98 feet to a point; thence departing said South right-of-way line, North 03 degrees 01 minute 22 seconds East a distance of 20.00 feet to a point on said North line of said Northwest Quarter; thence South 86 degrees 58 minutes 38 seconds East, on said North line, a distance of 394.67 feet to the Northwest corner of the Northeast Quarter of said Section 32; thence South 86 degrees 58 minutes 48 seconds East, on the North line of said Northeast Quarter, a distance of 2,427.75 feet to the POINT OF BEGINNING, containing 196,956 Square Feet, or 4.5215 Acres, more or less.

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 24TH DAY OF JUNE, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 8TH DAY OF JULY, 2024, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

195th St. ROW and Utility Easement - FINAL PLAT

APPLICANT -

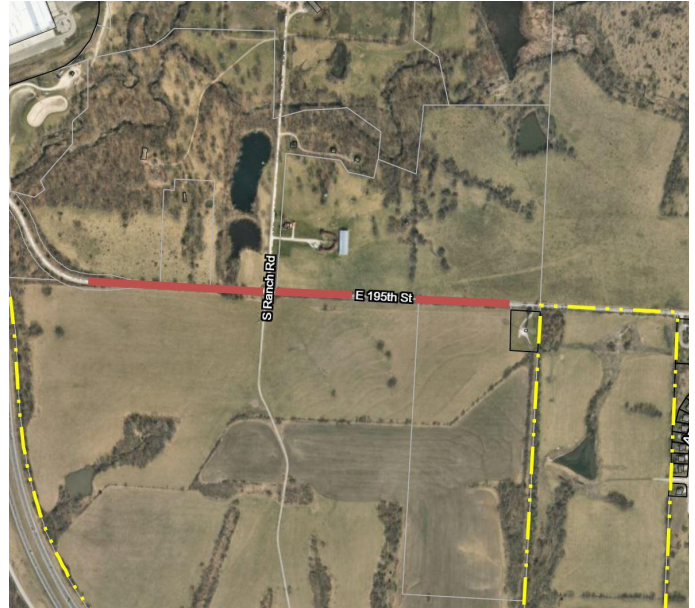
Property Owner: KCI Raymore South, Inc.
Engineering/Arch. Firm Olsson, Inc.

PROJECT LOCATION REQUESTED ACTION

SE Corner of 195th St. and Interstate 49 Final Plat Approval

PROJECT NARRATIVE

An application was filed requesting final plat approval of 195th St. Right-of-Way and Utility Easements.



ZONING AND LAND USE SUMMARY -

Road Classification

Major Collector

SURROUNDING ZONING & LAND USE

North: PUD, Planned Unit Development
A, Agricultural
PR, Parks, Recreation and Public Use (Lift Station)

South: PUD, Planned Unit Development

East: A, Agricultural
BP, Business Park (Water Tower)
Unincorporated Cass County

West: Interstate 49



TOTAL TRACT SIZE

4.52 Acres

PAST PLANNING ACTIONS -

1. The preliminary plan for the Raymore Industrial Development (now Raymore Commerce Center), proposed by Van Trust Real Estate for 136 acres adjacent to the west side of the proposed Dean Avenue extension right-of-way, was approved on December 23, 2019.
2. Dean Ave. Extension 1st Plat - Final Plat was approved by the City Council on August 24, 2020.
3. On July 25, 2023 the City Council voted to approve the Raymore Commerce Center South PUD and Preliminary Development Plan.
4. On August 28, 2023 the City Council voted to approve the Dean Ave. Extension 2nd Plat - Final Plat.

STAFF COMMENTS -

PLANNING AND ZONING -

1. On November 16, 2010 the Planning Commission voted to approve the Growth Management Plan and change the zoning classification of the Future Land Use Plan from "low density" to "Business Park for the location of the Raymore Commerce Center South (directly south of 195th St).
2. The original alignment of Dean Ave. was planned to cut through Ranch Rd. and connect to 195th. Due to conflicts with the existing properties within the Good Ranch, this alignment is not feasible without relocating occupied homes, or condemning properties for right-of-way, which is not desirable for the City. Rather the City agreed to alter the alignment to still provide access to 195th Street as originally planned, but through a different alignment of Dean Avenue.
3. The Governor's Cost Share grant was awarded to the City of Raymore to help offset some of the overall cost of the construction for the road extension. The grant also covers costs associated with the Dean Avenue/North Cass Parkway traffic signal, and future improvements to 195th Street as part of the Raymore Commerce Center South project.

PUBLIC WORKS & ENGINEERING -

- The additional Right-of-Way will allow for turn lanes to be installed and allow for the road to be widened as needed.
- The addition of the utility tract (tract A) will allow for utilities to safely remain at the back of the Right-of-Way.

ALIGNMENT WITH GROWTH MANAGEMENT PLAN -

Growth Management Plan - The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for Business Park. The Growth management also identifies the right-of-way area as a future road.

Major Street Plan - The Major Thoroughfare Plan Map classifies S Dean Avenue and the extension of the road, as a Minor arterial road and 195th St. as Major Collector.

FINDINGS OF FACT -

Under Section 470.130 of the Unified Development Code, the Planning and Zoning Commission and City Council are directed concerning its actions in the deliberation of a final plat request, in 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 Plan. Dean Avenue has always intended to connect to 195th Street under the Good Ranch MOU/Land Use Plan. The final alignment has been adjusted to avoid conflict with existing homes within the Good Ranch property. The proposed Right-of-Way as well as Utility Easements were needed to help provide utilities to the Raymore Commerce Center South site as well as ROW for the road improvements to be completed.

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

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 final plat complies with the conditions that were attached to the approval of the preliminary development plan and rezoning of Raymore Commerce South project located immediately south of 195th Street. The plat will provide the needed ROW to support widening/improvement to 195th Street to tie into the Dean Avenue extension, as well as the turn lanes on 195th Street to serve the future Raymore Commerce Center South development.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	June 18, 2024
City Council	Review & Approval/Denial	June 24, 2024 July 8th, 2024

STAFF RECOMMENDATIONS -

Staff recommends that the Planning and Zoning Commission accept the proposed findings of fact and forwards Case #24006 195th St. ROW and Utility Easement - Final Plat to the City Council with a recommendation of approval.

The recommendation for approval is subject to the following one (1) condition:

- The final plat shall be signed and recorded with the Cass County Recorder of Deeds within one year of City Council approval or the approval of the plat shall be considered null and void.

PLANNING AND ZONING ACTION -

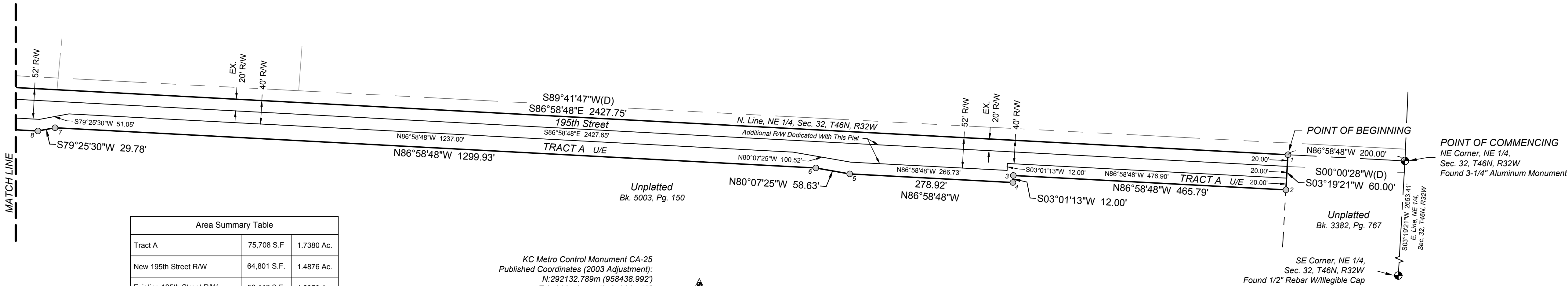
The Planning and Zoning Commission, at their June 18, 2024 meeting, voted 8-0 accept the proposed findings of fact and forward Case #24006 195th St. ROW and Utility Easement - Final Plat to the City Council with a recommendation of approval, subject to the conditions as presented by staff.

PROJECT ATTACHMENTS -

1. Final Plat Drawing
2. Aerial Map Exhibit Drawing

F:\202105501-06000021-0667340-Design\Survey\SRV\Sheets\IV_FP2_02105673.dwg
DATE: May 15, 2024 7:35am USER: csprague

Final Plat
195th Street, First Plat
An unplatted tract of land lying in the North Half of Section 32, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri



Area Summary Table			
Tract A	75,708 S.F.	1.7380 Ac.	
New 195th Street R/W	64,801 S.F.	1.4876 Ac.	
Existing 195th Street R/W	56,447 S.F.	1.2959 Ac.	
Total	196,956 S.F.	4.5215 Ac.	

Property Description:

All that part of the North Half of Section 32, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366 on May 13, 2024, as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of said Section 32; thence North 86 degrees 58 minutes 48 seconds West, on the North line of said Northeast Quarter, a distance of 200.00 feet to the POINT OF BEGINNING; thence departing said North line, South 03 degrees 19 minutes 21 seconds West, parallel with the East line of said Northeast Quarter, a distance of 60.00 feet to a point; thence departing said parallel line, North 86 degrees 58 minutes 48 seconds West on a line 60.00 feet South of and parallel with the North line of said Northeast Quarter, a distance of 465.79 feet to a point; thence departing said parallel line, South 03 degrees 01 minutes 13 seconds West a distance of 12.00 feet to a point; thence North 86 degrees 58 minutes 48 seconds West on a line 72.00 feet South of and parallel with the North line of said Northeast Quarter, a distance of 278.92 feet to a point; thence departing said parallel line, North 80 degrees 07 minutes 25 seconds West a distance of 58.63 feet to a point; thence North 86 degrees 58 minutes 48 seconds West on a line 65.00 feet South of and parallel with the North line of said Northeast Quarter, a distance of 1,299.93 feet to a point; thence departing said parallel line, South 79 degrees 25 minutes 30 seconds West a distance of 29.78 feet to a point; thence North 86 degrees 58 minutes 48 seconds West on a line 72.00 feet South of and parallel with the North line of said Northeast Quarter, a distance of 221.18 feet to a point; thence departing said parallel line, North 80 degrees 05 minutes 22 seconds West a distance of 58.34 feet to a point; thence North 86 degrees 58 minutes 38 seconds West on a line 65.00 feet South of and parallel with the North line of Northwest Quarter of said Section 32, a distance of 611.20 feet to a point of curvature; thence in a Northwesterly direction, departing said parallel line, on a tangent curve to the right having a radius of 523.37 feet, through a central angle of 28 degrees 51 minutes 35 seconds, an arc distance of 263.62 feet to a point on said North line of said Northwest Quarter; thence South 86 degrees 58 minutes 38 seconds East, on said North line, a distance of 56.99 feet to a point of curvature on the South right-of-way line of 195th Street as established in Book 513, Page 429; thence in a Southeasterly direction, departing said North line, on said South right-of-way line, on a non-tangent curve to the left whose initial tangent bears South 63 degrees 51 minutes 54 seconds East, having a radius of 498.37 feet, through a central angle of 23 degrees 06 minutes 44 seconds, an arc distance of 201.03 feet to a point of tangency; thence South 86 degrees 58 minutes 38 seconds East, continuing on said South right-of-way line, a distance of 100.00 feet to a point; thence North 81 degrees 42 minutes 46 seconds East, continuing on said South right-of-way line, a distance of 101.98 feet to a point; thence departing said South right-of-way line, North 03 degrees 01 minute 22 seconds East a distance of 20.00 feet to a point on said North line of said Northwest Quarter; thence South 86 degrees 58 minutes 38 seconds East, on said North line, a distance of 394.67 feet to the Northwest corner of the Northeast Quarter of said Section 32; thence South 86 degrees 58 minutes 48 seconds East, on the North line of said Northeast Quarter, a distance of 2,427.75 feet to the POINT OF BEGINNING, containing 196,956 Square Feet, or 4.5215 Acres, more or less.

Plat Dedication

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be hereafter known as "195th Street, First Plat".

The proprietors, successors, and assigns, of property described on this plat hereby dedicate for public use all land described on this plat as R/W not heretofore dedicated.

Easement Dedication

An easement is hereby granted to the City of Raymore, Cass County, Missouri, for the purpose of locating, constructing, operating, and maintaining facilities for gas, electricity, sewage, telephone, cable tv and surface drainage, and grading, including, but not limited to, underground pipes and conduits, pad mounted transformers, services pedestals, any or all of them upon, over, under and along the strips of land designated Utility Easements (U/E), provided that the easement granted herein is subject to any and all existing easements. Any utilities located within the designated Utility Easements, by virtue of their existence, do hereby covenant, consent, and agree that they shall be subordinate to said public right of way in the event that additional public right of way is dedicated over the location of the Utility Easement. Where other easements are designated for a particular purpose, the use thereof shall be limited to that purpose only. All of the above easements shall be kept free from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences) nor shall there be any obstruction to interfere with the agents and employees of Raymore, Cass County, Missouri, and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement. No excavation or fill shall be made or operation of any kind or nature shall be performed which will reduce or increase the earth coverage over the utilities above stated or the appurtenances thereto without a valid permit from the department of public works.

Tract A is hereby reserved as a Utility Easement (U/E), and is to be owned and maintained by KCI Raymore South, LLC.

Execution

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be signed this ____ day of _____, 2024.

KCI RAYMORE SOUTH, LLC

STATE OF _____)

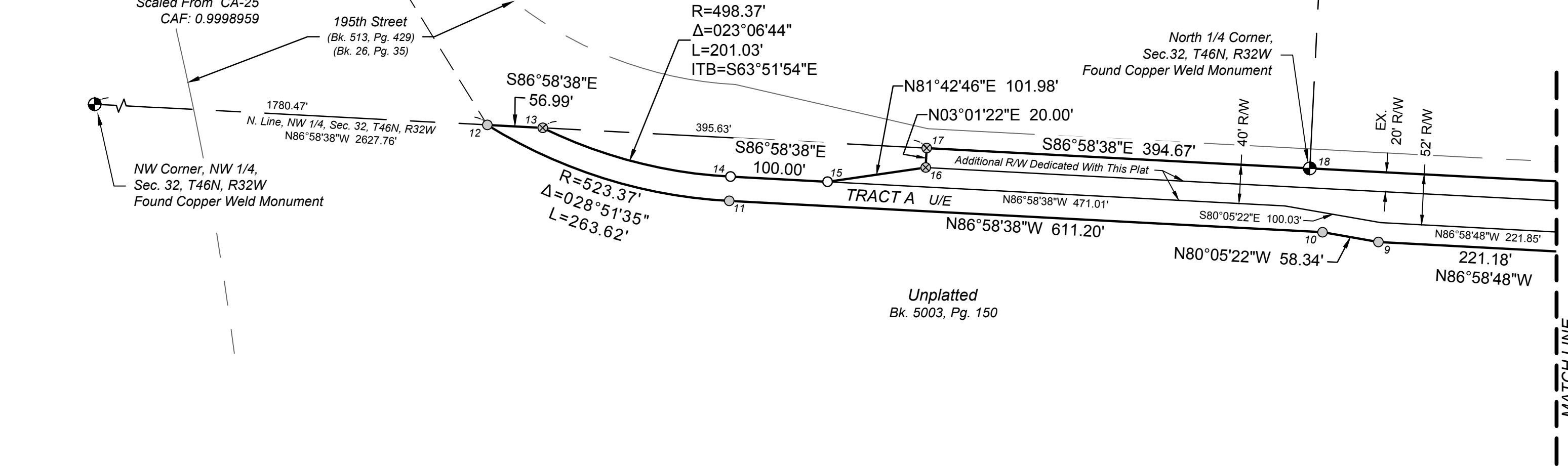
COUNTY OF _____) SS

BE IT REMEMBERED, That on this ____ day of _____, 2024, before me came David M. Harrison, Manager of KCI RAYMORE SOUTH, LLC, personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

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

Notary: _____ My appointment expires: _____

KC Metro Control Monument CA-25
Published Coordinates (2003 Adjustment):
N:292132.789m (958438.992')
E:848865.647m (2784986.710')
Observed Coordinates (MoDot Network):
N:958438.935' (292132.8772m)
E:2784986.325' (848865.530m)
Local Coordinates:
N:958438.935' (292132.8772m)
E:2784986.325' (848865.530m)
Scaled From CA-25
CAF: 0.9998959



Surveyor's Notes:

- Basis of Bearings: Held the North line of the Northeast Quarter of Section 32, Township 46 North, Range 32 West at S86°58'48"E, Missouri Coordinate System 1983, West Zone. Distances shown hereon are ground distances in US Survey Feet. Measurements shown hereon are measured and match platted/deeded, unless otherwise noted.
- According to the FEMA Flood Insurance Rate Map Number 29037C0038F, Revised January 2, 2013, the surveyed premises lies within Other Areas, Zone X - Areas determined to be outside the 0.2% annual chance floodplain.
- Subject Property contains 196,956 Square Feet or 4.5215 Acres, more or less.
- The hereon described surveyed premises were last conveyed in Warranty Deed recorded in Book 5003, Page 150.
- This survey meets or exceeds the Urban Class Property Accuracy Standard of Closure 1:20,000 as defined by the Department of Insurance, Financial Institutions and Professional Registration, Division 2030, Chapter 16, Title 20 CSR 2030-16-040 - Accuracy Standards for Property Boundary Surveys, Effective June 30, 2017.

City Council

This plat of "195th Street, First Plat" addition, including easements and rights-of-way accepted by the City Council, has been submitted to and approved by the Raymore City Council by Ordinance No. _____, duly passed and approved by the Mayor of Raymore, Missouri, on the ____ day of _____, 2024.

(SEAL) _____ Mayor

ATTEST: _____ City Clerk _____ City Engineer

Planning and Zoning Commission

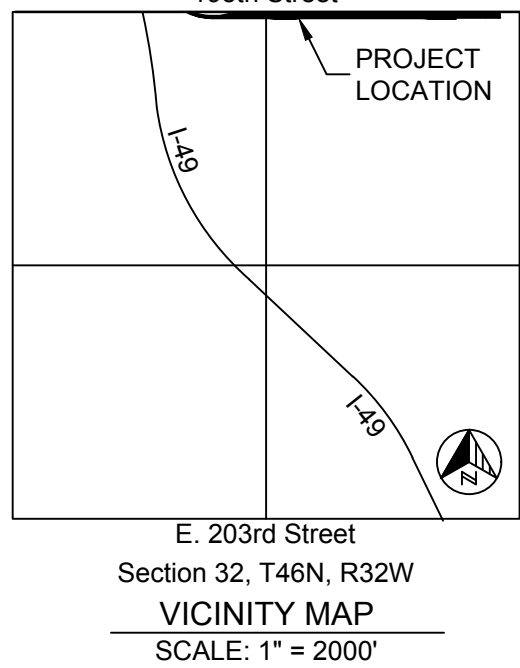
This plat of "195th Street, First Plat" addition has been submitted to and approved by the Raymore Planning and Zoning Commission this day of _____, 2024.

Secretary _____

Certification:

I hereby certify that the within Plat of "195th Street, First Plat", a subdivision, is based on an actual survey made by me or under my direct supervision and that survey meets or exceeds the current "Missouri Standards for Property Boundary Surveys" as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors in Division 2030 - Chapter 16 (20 CSR 2030-16). I further certify that the bearings shown on this plat are based on the State Plane Coordinate System of Missouri, Western Zone of the North American Datum of 1983; that the subdivision corner monuments and Survey boundary corner monuments were either found or set as indicated on this plat; that the corner lots and street center lines have been marked with permanent monumentation as indicated on this plat; that I have complied with all State and Cass County Statutes, ordinances, and regulations governing the practice of Surveying and the platting of subdivisions to the best of my professional knowledge and belief.

By: _____
Patrick Ethan Ward, MO PLS No. 2005000071
Olsson, Inc. LC-366
pward@olsson.com



Prepared For/Property Owner:
KCI RAYMORE SOUTH, LLC
4900 Main Street, Suite 400
Kansas City, Missouri 64112

Entered on transfer record this ____ day of _____, 2024.

Deputy County Recorder of Deeds _____

olsson

7301 West 133rd Street
Suite 200
Overland Park, KS 66213
olsson.com
TEL 913.381.1170
FAX 913.381.1174
Olsson - Survey
Missouri COA #000366

BY

DESCRIPTION

DATE

REV. NO.

2024

Final Plat
195th Street, First Plat

An unplatted tract of land lying in the North Half of Section 32,
Township 46 North, Range 32 West

CITY OF RAYMORE, CASS COUNTY, MISSOURI

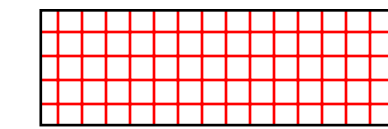
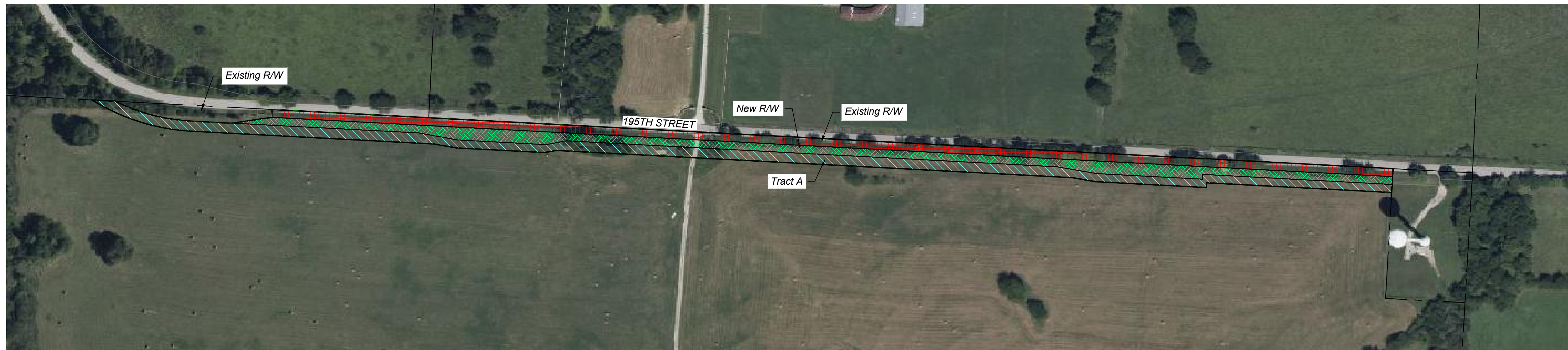
drawn by: _____
designed by: _____
project no.: _____
date: _____

Prepared By:
Olsson, Inc.
7301 West 133rd Street, Suite 200
Overland Park, KS 66213
Phone: (913) 381-1170
Fax: (913) 381-1174

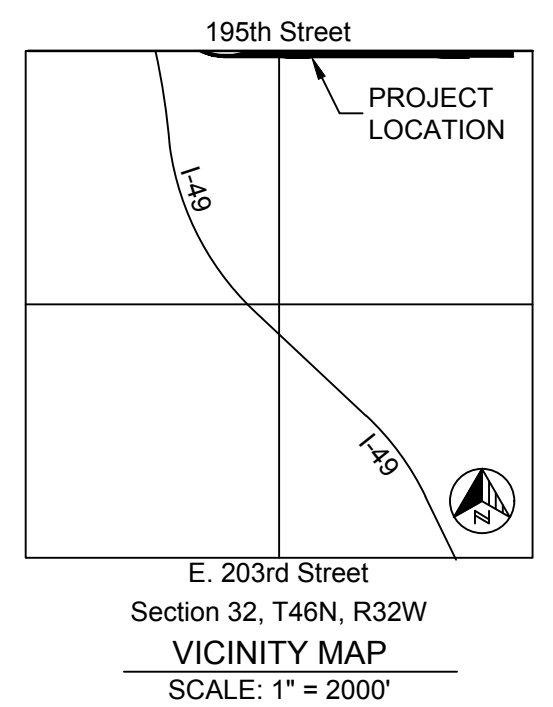
SHEET
1 of 1

An unplatted tract of land lying in the North Half of Section 32, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri

A north arrow pointing upwards with the letter 'N' in the center. Below it is a graphic scale bar labeled 'SCALE IN FEET' with markings at 0', 100', 200', and 400'. Above the 100' and 200' markings, it says '1" = 200'.



PROPOSED UTILITY TRACT (TRACT A)



Prepared By:
Olsson, Inc.
7301 West 133rd Street, Suite 200
Overland Park, KS 66213
Phone: (913) 381-1170
Fax: (913) 381-1174

olson®

01 West 133rd Street
Suite 200
Overland Park, KS 66213
son.com
TEL 913.381.1170
FAX 913.381.1174
son - Survey
Missouri COA #000366

[illegible]

195th Street, First Plat	
An unplatted tract of land lying in the North Half of Section 32, Township 46 North, Range 32 West	
CITY OF RAYMORE, CASS COUNTY, MISSOURI	2024

Drawn by: _____ CRS
Designed by: _____ CRS
Project no.: _____ 021-05673
Date: _____ 05.17.2024

SHEET
of 1



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 7/8/2024
SUBMITTED BY: Jimmy Wilson DEPARTMENT: Police Department
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

2024-2025 Raymore-Peculiar School Resource Officer Agreement

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
7/1/2024

Estimated End Date
6/30/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3906
2. Agreement

BACKGROUND / JUSTIFICATION

In 2016, the Raymore City Council approved an agreement between the City of Raymore and the Raymore-Peculiar School District to provide law enforcement services through the School Resource Officer Program. Annually, the school district has proposed a continuation

of the contract between the City of Raymore and the Raymore-Peculiar School District. The attached agreement provides a per day amount of \$280 and a half-day amount of \$140, with a total number of 175 school days. The benefits of this relationship have been significant and will continue with the renewal of this contract.

BILL 3906

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH THE RAYMORE-PECULIAR SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES FOR SCHOOLS IN RAYMORE AND AS REQUESTED AT EAST MIDDLE SCHOOL."

WHEREAS, Article R-VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and,

WHEREAS, the Raymore-Peculiar School District has expressed a desire to continue the public safety presence within the district through a contract and payment for the assignment of a Raymore Police Officer in schools designated within the attached contract.

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

Section 1. The Mayor is hereby authorized to execute an agreement between the Raymore-Peculiar School District and the City of Raymore to provide School Resource Officer services, attached as Exhibit A.

Section 2. Effective date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation of 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 JULY, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 22TH DAY OF JULY, 2024, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Raymore-Peculiar School District

21005 S. School Rd., Peculiar, MO 64078 • Phone: 816-892-1300 • Fax: 816-892-1380

School Resource Officer(s) AGREEMENT

This Agreement is entered into this 1st day of July, 2024, by and between the City of Raymore, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District."

WITNESSETH

For, and in consideration of, the mutual promises, terms, and covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement – The purpose of the Agreement is for the City to assign a police officer(s) to provide law enforcement services, through the School Resource Officer(s) (SRO) program, as specified herein. The School Resource Officer(s) will have additional duties outside of the District involving School/Youth/Community Outreach not specified in this agreement. Those duties will be determined in cooperation with the Assistant Superintendent of Operations and the Raymore Chief of Police.

City of Raymore police officer(s)(s), hereinafter referred to as the "officer(s)(s)" will serve the Raymore-Peculiar School District facilities and properties in the northern portion of the Raymore-Peculiar School District within the city limits of Raymore and at the East Middle School, but will provide support to all District facilities through the appropriate mutual aid agreements with other jurisdictions.

The officer(s)(s) will work with school district personnel in providing education on topics that include, but not limited to: alcohol/drug education and support, anti-bullying/cyber-bullying, community/school safety, safe driving and teen dating violence. This officer(s) is responsible for maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and providing the appropriate response regarding on-campus or school related criminal activity.

2. Term – The term of the Agreement shall be from July 1, 2024 through June 30, 2025. During days the officer(s) is not on duty with the School District, the officer(s) may perform community outreach duties as determined by the Chief of Police. In the event of a city-wide emergency, the officer(s) may be removed from the school to perform police duties at the direction of the Chief of Police, or a designee.
3. Termination – The Agreement may be terminated without cause by either party upon 30 days prior written notification.
4. Relationship of Parties – The City and the assigned officer(s) shall have the status of an independent contractor for purposes of the Agreement. The officer(s) assigned to the District shall be considered an employee of the City, selected by and under the command and supervision of the Police Department. The assigned officer(s) will be subject to current procedures in effect for the City of Raymore police officer(s), including attendance at all mandated training and testing to maintain state law enforcement certification. The Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or

organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no person supplied by the District to accomplish the goals of the Agreement is considered to be a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration – The District agrees to pay the City \$280.00 per day (8-hour day) for each full day the officer(s) works for the District or \$140.00 per half day (4-hour day) for a maximum of 175 full work days or combination thereof whenever school is in session with students present. The District will not be responsible for payment of overtime, unless it is requested by the District and mutually agreed upon with the Police Department. Any school district assignment of the officer(s) requiring overtime pay shall be reimbursed to the City at the overtime rate according to City payroll regulations. The officer(s)'s weekly District schedule will be assigned by the Assistant Superintendent of Operations in cooperation with the Raymore Chief of Police, or a designee. The Assistant Superintendent of Operations and the Chief of Police will meet at regular intervals to ensure that any issues and/or concerns are addressed in a timely manner.

Payment from District to City is due upon District's receipt of an itemized statement of cost from the City. The City will invoice the District monthly based upon number of days (full or half as defined above) worked in each particular month. The officer(s) shall submit a monthly timesheet through the chain of command to the Chief of Police, who will approve and forward to the District's Assistant Superintendent of Operations showing the number of days worked and any pre-approved overtime prior to payment being made from the District to the City. The City will provide an official police vehicle and fuel for the assigned officer(s) and cover the costs of police officer(s) training consistent with City policies and procedures. Use of department vehicle must be consistent with Police Department policy at all times.

Coverage for summer school days will be determined after summer school sites are determined and will be communicated to the Chief of Police by May 1 of each year.

6. Officer(s) Responsibilities – The officer(s) assigned to the District shall:
 - a. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug related issues, and in addressing violence diffusion, violence prevention, anti-bullying, cyber-bullying, seatbelt education, texting and distracted driving, and other safety issues in the school community;
 - b. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officer(s);
 - c. Provide informational in-service training and be a general resource for the staff on issues related to alcohol and other drugs, violence prevention, gangs, safety and security;
 - d. The officer(s) will gather information regarding problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students;
 - e. If/when a crime occurs, the officer(s) will take the appropriate steps consistent with Missouri law enforcement police officer(s) duties, and the Codes and policies of the City of Raymore;
 - f. The officer(s) will present educational programs to students, parents and/or school staff on topics agreed upon by the Police Department and the District;

- g. The officer(s) will refer students and/or their families to the appropriate agencies for assistance when a need is determined and communication with the School Principal has occurred before doing so;
- h. Unless exigent circumstances prevent it, the officer(s) will attempt to advise the Police Department, Assistant Superintendent of Operations and the School Principal prior to taking law enforcement action, subject to the officer(s)'s duties under the law;
- i. The officer(s) shall not act as school disciplinarian, nor make recommendations regarding school discipline. The officer(s) may be used for regularly assigned supervision duties such as lunchroom, hall monitoring, bus supervision or other monitoring duties. If there is an unusual/temporary problem in any other area of the District, the officer(s) may be used to assist District employees until the problem is solved through agreement between the District and Raymore Police Department.
- j. The officer(s) will conduct safety and security assessments of the school facilities and make recommendations for improvement to the Assistant Superintendent of Operations.
- k. The officer(s) will maintain an activity log, attendance calendar and compile monthly safety and security data to be furnished on District approved forms and submitted to the Assistant Superintendent of Operations.
- l. Incidents requiring police action that occur outside of Raymore City limits must be referred to the appropriate jurisdiction.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned officer(s) of the City beyond the general duties that exist for law enforcement officer(s) within the State of Missouri.

7. Time and Place of Performance – The City will endeavor to have an officer(s) available for duty at the assigned school(s) each day indicated in advance on a mutually agreed upon schedule. The assigned officer(s)'s activities will be restricted to school grounds except for:

- a. Follow-up home visits when needed as a result of school related student problems;
- b. School related off-campus activities when police officer(s) participation is requested by the Assistant Superintendent of Operations and/or Principal and approved by the Police Chief;
- c. In response to off-campus, but school related, criminal activity;
- d. In response to emergency police activities.

The City may furnish a substitute officer(s) on days when the assigned officer(s) is absent due to illness or police department requirements in order to fulfill the number of days stipulated in this contract.

1. District Responsibilities – The District will provide the assigned officer(s) equipment as is necessary at his/her assigned school(s). Equipment shall include a mobile phone, radio, secured filing space and access to a computer.

District will provide a budget up to \$1,000 per officer(s) for SRO professional development as requested by the District and mutually agreed upon with the Police Department.

School Event Security Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING is entered into this 1st day of July, 2024, by and between the City of Raymore, Missouri, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District", collectively referred to as the "the Parties".

RECITALS:

The City and the District have a history of mutual cooperation in providing for the health, safety, and welfare of City's youth.

The City and the District currently are parties to a School Resource Officer(s) Agreement whereby City Police Officers provide educational and support services to the District in the spirit of continued cooperation.

The City and the District are desirous to extend the cooperation between the Parties such that City Police Officers will provide security and order at after school events.

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

1. Security and safety duties, of the kind performed by City Police Officers in their normal course of duty, at events sponsored or sanctioned by the District, but for which attendance is not compulsory for the majority of the student body, typically falling outside the hours of 7:00 a.m. – 3:30 p.m., hereinafter referred to as "after-hours events," shall be pre-approved overtime for City Police Officers subject to the School Resource Officer(s) Agreement upon 48 hours' actual notice to the City;
2. Nothing in this Memorandum of Understanding shall be construed as evidence that City Police Officers staffing after-hours events are employees of the District, independent contractors, or anything other than City Police Officers performing their normal course of duty;
3. If, due to conflict with other duties or scheduling, the City Police Officers subject to the School Resource Officer(s) Agreement are unavailable to staff after-hours events, the City and District may agree upon substitute officers to staff after-hours events for security and safety purposes;
4. Upon agreement of the Parties, additional City Police Officers may staff a given after-hours event subject to the terms of the Memorandum;
5. City Police Officers staffing after-hours events shall be paid their applicable overtime rates by the City;
6. The City will invoice the District for time spent by its Police Officers at such after-hours events monthly;
7. Any City Police Officer performing services to the District at after-hours events shall submit a monthly timesheet through the chain of command to the Chief of Police, who will approve and forward said timesheets to the District's Assistant Superintendent of Operations showing the hours worked by the Officer;
8. The Parties shall communicate regularly and endeavor in good faith to resolve any unforeseen issues or problems as they arise;

9. The City shall provide the District with a list, which shall be revised from time to time as is necessary, of officers available and willing to staff after-hours events and each officer's corresponding applicable overtime rates;
10. This Memorandum of Understanding shall be effective from the date of execution through June 30, 2025, provided the term may be mutually extended by the Parties as they deem necessary upon completion of a signed writing by the Parties;
11. This Memorandum of Understanding may be terminated without cause by either party upon 30 days' prior written notification;
12. Any disputes arising under this Memorandum of Understanding shall be governed by applicable Missouri Law;

Raymore-Peculiar R-II School District

By:



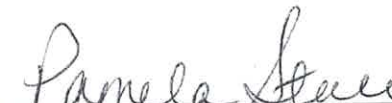
Superintendent of Schools

By:



President, Board of Education

Attested by:



Secretary, Board of Education

City of Raymore, Missouri

By:

City Administrator

By:

Mayor

Attested by:

City Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 7/8/2024
SUBMITTED BY: Trent Salsbury DEPARTMENT: Engineering
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Foxridge Drive Storm and ADA Project

STRATEGIC PLAN GOAL / STRATEGY

2.3: Improve safety for all modes of travel throughout the community

FINANCIAL IMPACT

Award To: TC Fuller Construction LLC
Amount of Request/Contract: \$182,018.25
Amount Budgeted: \$265,000.00
Funding Source/Account: Fund (45) and Fund (46)

PROJECT TIMELINE

Estimated Start Date
9/1/2024

Estimated End Date
12/1/2024

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3904
2. Contract

BACKGROUND / JUSTIFICATION

The Foxridge Drive Inlet and ADA Ramp Improvements Project primarily consists of curb (storm) inlet rehabilitation, replacement of damaged existing curb and throats, and ADA ramp replacement.

Bids were received for the Foxridge Drive Inlet and ADA Ramp Improvements project on June 19, 2024. A total of one (1) bid was received and summarized below:

Bidder	Total
TC Fuller Construction	\$182,018.25

Section 135.020 (F) of the City Code provides for the procedure when single bids or proposals are received. It provides:

F. Single Bids Or Proposals. When only one (1) bid or proposal is received in response to a solicitation, City staff may enter into negotiations with the sole responder to the bid/proposal solicitation. If staff believes that the following three (3) conditions have been met, then the negotiated award may be recommended to the City Council.

1. The bidder is responsible. The bidder is qualified and background and reference check have been completed on the bidder.
2. The bid, in the determination of the Procurement Officer, fully addresses the scope of work outlined in the request for proposal or bid, and meets all of the conditions set forth in the general and specific requirements of the request for proposal or bid.
3. The RFP was properly and effectively advertised and a diligent effort was made to notify vendors of the RFP.

The City's Procurement Officer has verified that the conditions outlined above have been met. Staff checked references for work recently performed for other public agencies. There were no issues or concerns about the work performed. Staff recommends award of contract to TC Fuller Construction in the amount of \$182,018.25.

BILL 3904

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TC FULLER CONSTRUCTION FOR THE FOXRIDGE DRIVE STORM INLET AND ADA RAMP IMPROVEMENTS PROJECT, CITY PROJECT NUMBER 24-455-201, IN THE AMOUNT OF \$182,018.25 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, this project is included in the FY 2024 Capital Budget; and,

WHEREAS, bids for this project were received on June 19, 2024; and,

WHEREAS, TC Fuller Construction LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$182,018.25 with TC Fuller Construction LLC for the Foxridge Drive Storm Inlet and ADA Ramp Improvements, 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 JULY, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 22ND DAY OF JULY, 2024, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Foxridge Drive Storm Inlet and ADA Ramp Improvements

This Contract for the Foxridge Drive Storm Inlet and ADA Ramp Improvements Project, hereafter referred to as the **Contract** is made this 22nd day of July, 2024, between TC Fuller Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 35702 E State Route B, Garden City, MO 64747, 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 July 22, 2024 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 24-455-201 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 **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 \$182,018.25.

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. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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 31) 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

(CITY SEAL)

Company Name

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Foxridge Drive Storm Inlet and ADA Ramp Improvements

ANTICIPATED SCOPE OF SERVICES:

The Foxridge Drive Inlet and ADA Ramp Improvements Project primarily consists of curb (storm) inlet rehabilitation, replacement of damaged existing curb and throats, and ADA ramp replacement.

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

Inlet Rehabilitation: Inlet Rehabilitation shall be measured and paid for at the unit price per each. The cost for this item shall include all equipment, labor, cleaning and materials required to remove and replace the inlet top (using the existing top). Adjust the top to the correct height and slope (less than 4 inches). Grout the top and pipe joints.

Inlet Throat: Inlet Throat replacement shall be measured and paid for at the unit price per each. The cost for this item shall include all equipment, labor, cleaning and materials to remove and replace the inlet throat between the construction joints.

Curb: Curb shall be measured and paid for at the unit bid price per linear foot. The unit price named in the bid shall cover all costs in connection therewith for removing any type of existing curb and/or additional existing materials to install replacement curb including cutting and disposal of material.

Traffic Control: Shall be measured and paid for lump sum as indicated on the Bid Form. The unit cost for this item shall include all equipment, labor and materials required to direct traffic safely and effectively.

Restoration: Shall be measured and paid for per lump sum as indicated on the Bid Form. The unit cost for this item shall include all equipment, labor and materials required to replace washed out soil and hydroseed the disturbed area.

ADA Ramp Replacement: ADA Ramp Replacement Shall be measured and paid for at the unit price per each. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (The tiles shall be Surface Applied Armor Tile Detectable Warning Surface or an approved equal. The tile shall be at least 2' x 4' in size and be brick red in color.) , installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps include the transition, ramp, landing. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.

Sidewalk: Sidewalk shall be measured and paid for at the unit bid price per square foot. The unit cost for this item shall include all equipment, cleaning, labor, materials, to remove and replace damaged sidewalk (adjacent to ADA ramp, if necessary) as directed.

Median Nose: Median Nose shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all equipment, cleaning, labor, materials, to remove and replace damaged median curb as directed.

Inlet Pipe Collar: Inlet pipe collar shall be paid for at the unit price per each. The unit cost for this item shall include all equipment, cleaning, labor, materials, to excavate, remove and replace pipe collars as directed. Excavation depth is less than 4 feet and in grassy areas.

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.

Expansion Joints & Dowels: The contractor shall use three #5 smooth dowels when connecting into existing concrete. One end of each section of curb replacement shall also use ¾ inch expansion joint material with three greased and capped #5 smooth dowels. See the City's Technical Specifications for additional information regarding expansion joints and dowels.

Site Restoration: Site Restoration shall be considered subsidiary to the curb replacement bid item. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free

from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**

Working Hours: No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.

Traffic Control and Traffic Routing: Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.

Signing: The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.-

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.

Weather Limitations: The contractor shall follow the Mid-West Concrete Industry Board, Inc (MCIB) Sections 10 and 11 for cold or hot weather concrete. With the following exception: concrete shall not be placed when temperatures are below 34 °F.

7. ADDITIONAL REQUIREMENTS

Notification: Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations. City will provide door hangers.

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.

Pavement Protection: Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.

Damages: The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

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 # 24-455-201

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 July, 2024.

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 30 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. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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 31). 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.

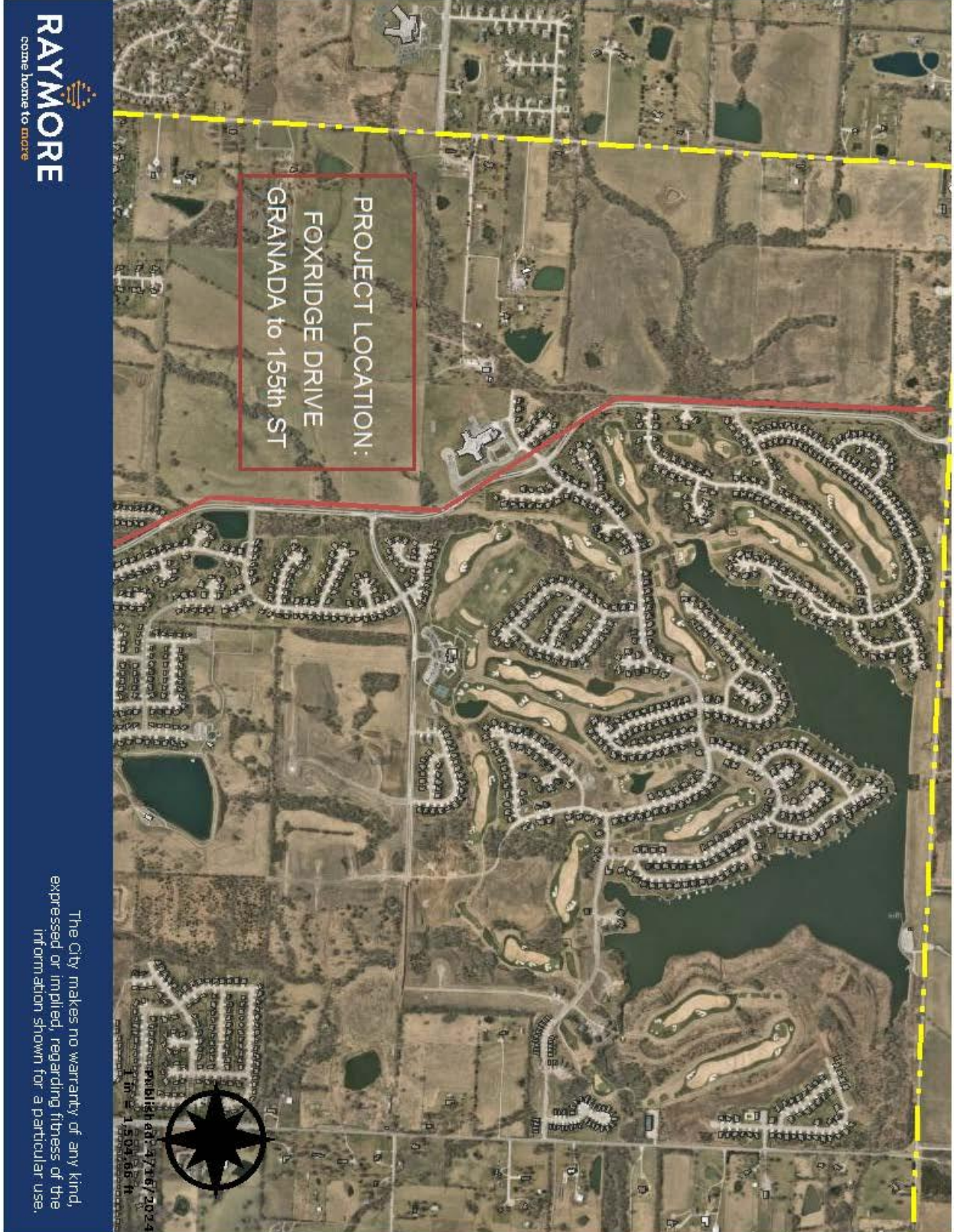
Z. Affidavit of Work Authorization and Documentation

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 24-455-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Tina Fuller having authority to act on behalf of (Company name) TC Fuller Construction LLC do hereby acknowledge that (Company name) TC Fuller Construction 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: TC Fuller Construction LLC

ADDRESS: 35702 E State Route B
Street

ADDRESS: Garden City MO 64747
City State Zip

PHONE: 816-699-0468

E-MAIL: tina@tcfullerconstruction.com

DATE: 06/18/2024 Tina Fuller Owner
(Month-Day-Year) Signature of Officer/Title

DATE: _____
(Month-Day-Year) Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 24-455-201

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 24-455-201

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	Upfield-CDI
ADDRESS	New Century KS
CONTACT PERSON	Shane Petzold
CONTACT EMAIL	shane@cidkc.com
TELEPHONE NUMBER	816-721-7814
PROJECT, AMOUNT AND DATE COMPLETED	Fire Line Replacement & Valves Oct. 2023 \$183,659.00

COMPANY NAME	Missouri American Water
ADDRESS	Water St Camden NJ 08102
CONTACT PERSON	Dennis Mason
CONTACT EMAIL	Dennis.Mason@amwater.com
TELEPHONE NUMBER	816-529-4244
PROJECT, AMOUNT AND DATE COMPLETED	Replace sewer main and tie in services. \$150,711.12 Sept. 2023

COMPANY NAME	Evergy-Sedalia Kelly Construction Group Inc.
ADDRESS	4021 143rd St
CONTACT PERSON	Brian Graves
CONTACT EMAIL	bgraves@buildkelly.com
TELEPHONE NUMBER	816-621-7609
PROJECT, AMOUNT AND DATE COMPLETED	Nov. 2023 Storm Sewer Piping & Roof Drains \$47,428.00

COMPANY NAME	The University of Kansas KU-Edwards Campus
ADDRESS	Overland Park Kansas
CONTACT PERSON	Gary Mohr
CONTACT EMAIL	w715m926@ku.edu
TELEPHONE NUMBER	785-864-5637
PROJECT, AMOUNT AND DATE COMPLETED	Concrete replace/Repair 6/2024 \$ 71,738.95

COMPANY NAME	City of Belton
ADDRESS	Seabee Dr Belton MO
CONTACT PERSON	Ryan Haupt
CONTACT EMAIL	rhaupt@belton.org
TELEPHONE NUMBER	816-892-1267
PROJECT, AMOUNT AND DATE COMPLETED	Triple Box Culvert March 2023 \$905,491.46

State the number of Years in Business: 4

State the current number of personnel on staff: 17

PROPOSAL FORM D

RFP 24-455-201

Proposal of TC FULLER CONSTRUCTION LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as TC Fuller Construction (*) S-Corp.

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. 24-455-201 - Foxridge Drive Storm Inlet and ADA Ramp Improvements Project.

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

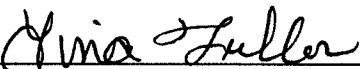
BID PROPOSAL FORM E – Project No. 24-455-201**Foxridge Drive Storm Inlet and ADA Ramp Improvements****Base Bid**

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds, Ins	LF	1	\$10,689.83	\$10,689.83
Inlet Rehab	EA	30	\$1,303.59	\$39,107.70
Inlet Throat	EA	10	\$2,571.67	\$25,716.70
Curb	LF	200	\$103.50	\$20,700.00
ADA Ramp Replacement	EA	10	\$2,875.00	\$28,750.00
Median Nose	LF	30	\$103.50	\$3,105.00
Pipe Collar	EA	15	\$872.90	\$13,093.50
Traffic Control	LS	1	\$39,130.52	\$39,130.52
Restoration	LS	1	\$1,725.00	\$1,725.00
TOTAL BASE BID				\$182,018.25

Company Name TC Fuller Construction LLC**Total Base Bid for Project Number: 24-455-201**\$ 182,018.25**In the blank above insert numbers for the sum of the bid.****(\$ One Hundred Eighty Two Thousand Eight Teen Dollars and Twenty Five) Cents****In the blank above write out the sum of the bid.**

**BID PROPOSAL FORM E – RFP 24-455-201
CONTINUED**

Company Name TC Fuller Construction LLC

By 
Authorized Person's Signature

Tina Fuller
Print or type name and title of signer

Company Address 35702 E St Rt B
Garden City, MO 64747

Phone 816-266-3124

Fax _____

Email tina@tcfullerconstruction.com

Date 06/18/2024

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

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

Foxridge Drive Storm Inlet and ADA Ramp Improvements
Project #24-455-201

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 - Clarification.

1. Clarification: Update Prevailing Wage information in Article VII Responsibilities and Appendix B General Terms and Conditions, Section P as Follows:

(Cass County Annual Wage 31). Attached.

2. Clarification: Appendix A, Scope of Services and Special Provisions, Section 6 Special Conditioning, Traffic Control and Traffic Routing, ..."Flagmen are required for all one way traffic operations" add the following:

Detours are not permitted.

Response:

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 June 14, 2024 at 12:00 p.m.

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

Company Name: TC FULLER CONSTRUCTION LLC

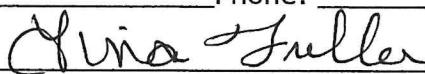
By: Tina Fuller

Title: Owner

Address: 35702 E St Rt B

City, State, Zip: Garden City, MO 64747

Date: 06/18/2024 Phone: 816-699-0468

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JULY 1, 2024, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. City of Raymore Comprehensive Plan

Development Services Director David Gress and City Planner Dylan Eppert outlined the proposed Comprehensive Plan for the City Council for their information, review, and input. Discussion revolved around housing and land use.

B. Other

The work session of the Raymore City Council adjourned at 7:31 p.m.