



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, May 13, 2024
6:00 PM

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations / Awards

- National Public Works Week Proclamation
- National Police Week Proclamation

5. Personal Appearances

6. Staff Reports

- A. Development Services
- B. Police/Emergency Management
- C. Monthly Court Report

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 Special Meeting Minutes, April 15, 2024
- B. City Council Meeting Minutes, April 22, 2024

9. Unfinished Business - Second Reading

- A. Award of Contract - 2024 Curb Project

Reference:

Bill 3893
Project Map
Contract

Staff recommends approval of Bill 3893 awarding the contract to Terry Snelling Construction for the 2024 Curb replacement project. Work will take place at the locations shown on the attached map.

- City Council, 04/22/2024: Approved 7-0

B. Award of Contract - 2024 Street Preservation

Reference:

Bill 3892
Project Map
Contract

Staff recommends approval of Bill 3892 awarding the contract to JM Fahey Construction Company for the 2024 Street Preservation Project. Work will take place at locations shown on the attached map.

- City Council, 04/22/2024: Approved 7-0

10. New Business - First Reading

A. Adoption of FY 2023-24 Salary and Step Chart

Reference:

Bill 3895
Exhibit 1 Salary Chart
Exhibit 2 Step Chart

The City Council budgeted for a compensation/classification study to be conducted in FY 2024. The draft salary and step charts were presented to the City Council by the City Manager at a work session on April 22. They are now being presented for formal adoption and as an amendment to the FY2024 City of Raymore budget.

- 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, 04/22/2024

City Council Work Session notes, 05/06/2024

Park Board Minutes, 01/23/2024

Park Board Minutes, 02/13/2024

Park Board Minutes, 03/12/2024

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, public works infrastructure, facilities, and services are of vital importance to sustainable communities and to the health, safety, and well-being of the people of Raymore; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees from the State and local units of government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, sewages, and refuse disposal systems, public buildings, and other structures and facilities essential to serve our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the United States of America to gain knowledge of and to maintain an interest and understand the importance of public work and public works programs in their respective communities; and

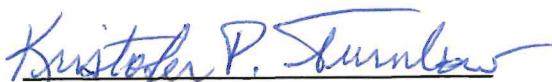
WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim the week of May 19th through 25th, 2024, as

NATIONAL PUBLIC WORKS WEEK

in the City of Raymore, Missouri, and urge all citizens to recognize the importance of our Public Works Department and the substantial contributions they make to our health, safety, and welfare.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 13th day of May, 2024.


Kristofer P. Turnbow, Mayor



PROCLAMATION

WHEREAS, in 1962, President John F. Kennedy signed a law designating May 15th as Peace Officers' Memorial Day and the week in which that day falls as National Police Week honoring law enforcement officers throughout our country who perform dangerous and often thankless duties; and,

WHEREAS, by swearing an oath to uphold the law and protect all citizens, Police Officers selflessly put themselves in harms way each day and seek to mitigate the threat in dangerous situations while others seek refuge; and,

WHEREAS, during every crisis, Officers recognize and accept their critical role in protecting communities at increased personal risk to themselves; and,

WHEREAS, during this time, we must be especially mindful to pay tribute to officers who have given their lives and made the ultimate sacrifice in the performance of those duties, as 55 officers have already done in 2024; and,

WHEREAS, the outstanding officers of the Raymore Police Department are committed through oath and personal fidelity to provide dedicated service and protection for our community; and,

WHEREAS, it is both important and proper that the citizens of Raymore recognize the tremendous duty and responsibility borne by our Police Officers not just during this special week, but all throughout the year.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri do hereby proclaim the week of May 12 through 18, 2024 as

NATIONAL POLICE WEEK

in the City of Raymore to honor the men and women whose diligence and professionalism keep our City and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 13th day of May, 2024.


Kristofer P. Turnbow, Mayor



MONTHLY DEPARTMENT REPORT APRIL 2024

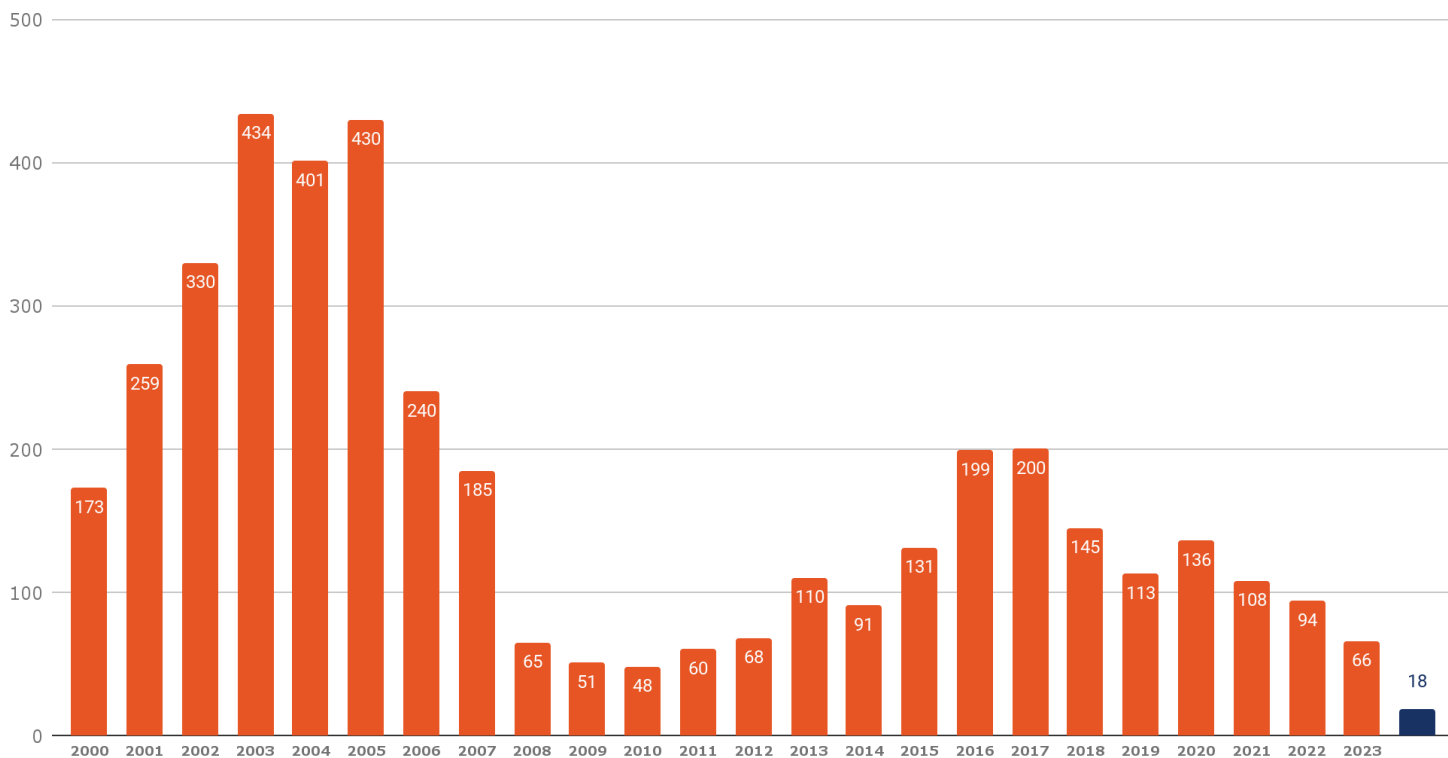
BUILDING PERMIT & INSPECTION ACTIVITY -

TYPE OF PERMIT	APR 2024	2024 YTD	2023 YTD	2023 TOTAL
Detached Single-Family Residential	6	18	11	71
Attached Single-Family Residential	0	32	0	110
Multi-Family Residential (apartment)	9	9	0	0
Miscellaneous Residential (deck; roof)	80	260	200	753
Commercial - New, Additions, Alterations	3	10	12	27
Sign Permits	4	28	15	64
BUILDING INSPECTIONS	APR 2024	2024 YTD	2023 YTD	2023 TOTAL
Total No. of Inspections	396	1,711	1,872	5,514
Residential Inspections	282	1,077	936	2,836
Commercial Inspections	114	634	936	2,678
INVESTMENT	APR 2024	2024 YTD	2023 YTD	2023 TOTAL
Total Residential Permit Valuation	\$2,026,110	\$12,645,360.00	\$3,537,400	\$47,930,930
Total Commercial Permit Valuation	\$7,666,825	\$11,759,515.00	\$17,326,900	\$40,675,232

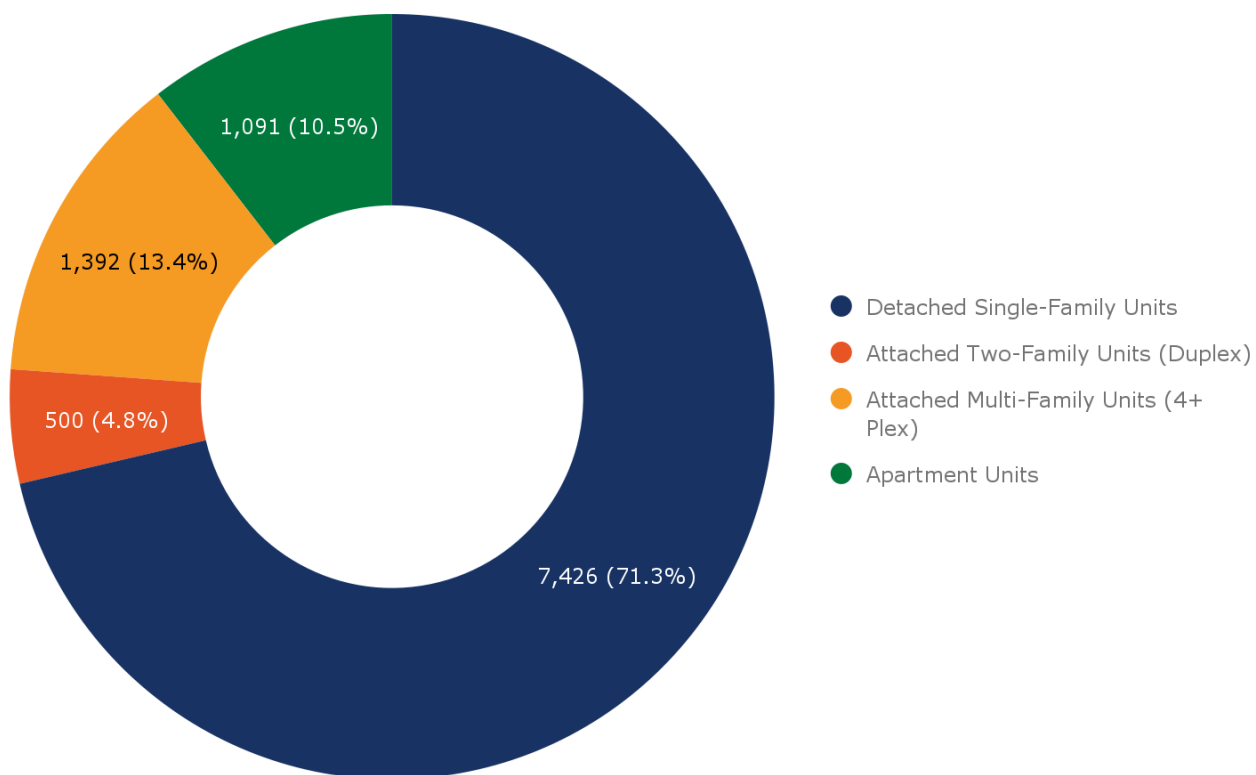
BUILDING CONSTRUCTION ACTIVITY -

- Site work for the multi-tenant building located at [1830-1832 W. Foxwood Drive](#) commenced, including construction of the right-turn decel lane on 58 Highway, as well as site grading for the future building.
- Exterior finishes and site work continue at the [HteaO project](#). Asphalt and curbing were installed, in addition to the completion of major utility connections.
- Site work commenced on the Park Side community pool and clubhouse, located south of 163rd Street and Reed Drive.
- Building permits were issued for the first group of buildings (32 units) within the [Ascend at Raymore](#) project. Vertical construction has commenced.
- Building permits were issued in the recently completed 2nd phase of the Estates at Knoll Creek

Single Family Housing Permit Trends 2000-2024



Existing Housing Unit Inventory



CODE ENFORCEMENT ACTIVITY -

CODE ENFORCEMENT	APR 2024	2024 YTD	2023 YTD	2023 TOTAL
Code Enforcement Cases Opened	67	234	198	682
<i>Notices Mailed</i>				
-Tall Grass/Weeds	13	13	1	131
- Inoperable Vehicles	32	121	106	230
- Junk/Trash/Debris in Yard	14	41	37	125
- Object placed in right-of-way	1	3	3	19
- Parking of vehicles in front yard	2	8	6	31
- Exterior home maintenance	3	24	19	76
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	5	5	1	59
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	1	4	5
Signs in right-of-way removed	37	207	203	628
Violations abated by Code Officer	5	16	17	55

PLANNING AND ZONING ACTIVITY -

CURRENT PROJECTS -

- Comprehensive Plan
- Sign Code Research and Review
- Development Guide Update
- Informational Brochure Updates

ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL -

APRIL 2, 2024 PLANNING AND ZONING COMMISSION -

- Meeting canceled, lack of business items

APRIL 8 2024 CITY COUNCIL MEETING -

- No items scheduled

APRIL 10, 2024 BOARD OF ADJUSTMENT MEETING -

- Misc. Development Standards Variance, Chick-Fil-A, 1920 W. Foxwood Drive, approved (public hearing)

APRIL 16, 2024 PLANNING AND ZONING COMMISSION -

- Meeting Canceled, 2024 APA National Conference, Minneapolis, MN

APRIL 22, 2024 CITY COUNCIL MEETING -

- No items scheduled

UPCOMING MEETINGS - MAY

MAY 7, 2024 PLANNING AND ZONING COMMISSION -

- No items currently scheduled

MAY 13 2024 CITY COUNCIL MEETING -

- No items currently scheduled

MAY 21, 2024 PLANNING AND ZONING COMMISSION -

- Joint Meeting, Planning and Zoning Commission & Park Board - Comprehensive Plan Review

MAY 27, 2024 CITY COUNCIL MEETING -

- Meeting Canceled, Memorial Day Holiday

APRIL DEPARTMENT ACTIVITY & EVENTS -

- Development Services Director David Gress, City Planner Dylan Eppert, and Economic Development Director Jordan Lea attended the monthly South KC Planners meeting.
- Development Services Director David Gress attended a meeting with Wilson & Co. to review the status of the 58 Highway and Dean Avenue access management project.
- Code Enforcement Officer Drayton Vogel attended a training seminar hosted by the SAVE Coalition and the Missouri Association of Code Enforcement (MACE)
- City Planner Dylan Eppert attended the Emerging Leader Academy program presented by University of Kansas Public Management Center.
- Development Services Director David Gress attended the Raymore Chamber of Commerce Events Committee meeting.
- Development Services Director David Gress and Parks and Recreation Director Nathan Musteen met with the Parks and Recreation director of Lee's Summit to review the City's parkland dedication requirements.
- 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, Development Services Director David Gress and Raymore Chamber of Commerce Executive Director Melisa Ferrari attended KC SmartPort's Annual Industry Briefing featuring AXIS - The Center of Global Investment.



- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce's monthly Coffee and Conversations at Bloom International.
 - Economic Development Director Jordan Lea attended a quarterly meeting with Economic Development professionals in Missouri Economic Development Council's District 3 at CPKC Stadium.
 - Economic Development Director Jordan Lea attended KC SmartPort's Board of Directors meeting.
 - Economic Development Director Jordan Lea participated on a panel at Avila University.
 - Economic Development Director Jordan Lea attended the Raymore Chamber of Commerce Board Meeting.
 - Economic Development Director Jordan Lea attended the International Economic Development Council's marketing advisory committee meeting.
 - **Raymore Small Business & Restaurant Week, April 28-May 4.** Support Raymore's small businesses all week with special offers! Keep an eye on the City of Raymore's Facebook page and for a few pop-up visits to select businesses to learn more about the offers and have a chance to win a gift card. View a list of participating businesses and their special offers at www.raymore.com/smallbizweek
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The logo for Raymore Small Business & Restaurant Week 2024. It features the word "RAYMORE" in large, bold, blue capital letters. A yellow heart shape with the year "2024" inside it replaces the letter "O". Below "RAYMORE" is the text "small business & restaurant week" in a smaller, orange, lowercase font.
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- City Planner Dylan Eppert attended a training session hosted by the Mid-America Regional Council focused on Crime Prevention Through Environmental Design (CPTED).
 - The Development Services Department welcomed our new GIS Coordinator, Thomas Ehlinger. Thomas will oversee the City's [GIS/mapping program](#). **Welcome, Thomas!**
 - Code Enforcement Officer Drayton Vogel celebrated five years with the City of Raymore. Mr. Vogel oversees and enforces the City's Property Maintenance Code. **Congrats, Drayton!**
 - Economic Development Director Jordan Lea attended the Raymore Chamber of Commerce monthly luncheon.
 - Economic Development Director Jordan Lea attended the WorkforceYOU Steering Committee Meeting.
 - Economic Development Director Jordan Lea attended Kansas City Area Development Council's Alliance Luncheon.
 - Economic Development Director Jordan Lea attended and graduated from the University of Oklahoma's Economic Development Institute.

CURRENT DEVELOPMENT PROJECTS

For information on all proposed and approved projects within the City, please visit www.raymore.com/currentprojects.

RECENTLY APPROVED -

- Chick-Fil-A (1920 W. Foxwood Dr.)** - Site Plan approval for a 5,200 SF free-standing Chick-Fil-A located at the northeast corner of 58 Highway and Kentucky Road. The project will involve the demolition and redevelopment of the existing commercial building on the west side of the site as a pad site for future commercial development. The project is estimated to create approximately 60-80 jobs.



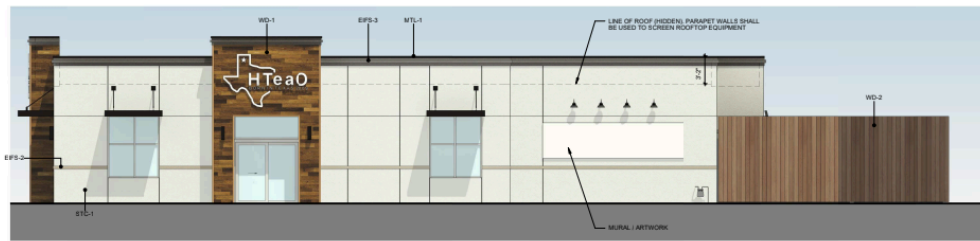
Project will also involve the construction of a median on 58 Highway under the City's Capital Improvement program to restrict turning movement onto 58 Highway from Kentucky Road and the retail drive on the south side of 58 Highway.

UNDER CONSTRUCTION -

- **HTeaO (705 W Foxwood Dr.)** - A freestanding retail commercial building with drive-thru located at the southwest corner of 58 Highway and Sunset Lane. HteaO offers various flavored sweet and unsweetened beverages, teas, coffees, and other snack items.



NORTH ELEVATION
3/16" = 1'-0"



WEST ELEVATION
3/16" = 1'-0"

- **Multi-Tenant Retail Building (1830-1832 W. Foxwood Dr.)**: A 9,000+/- square foot multi tenant retail commercial building located within the Raymore Galleria North center, between Scooter's Coffee and GO Carwash, which will include 3-4 commercial tenant spaces. A building permit has been issued as of March of 2024. The project will also construct a new right-turn lane into the private drive accessing 58 Highway. Site grading has started in addition to utility work.



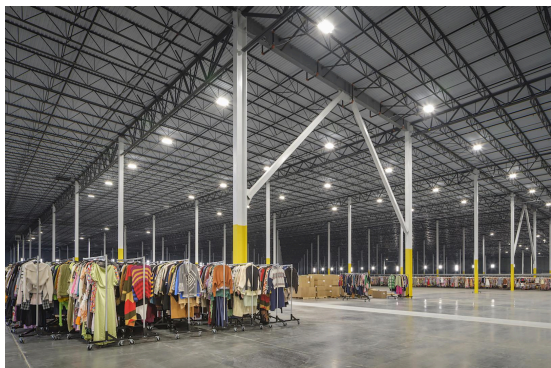
- **SANO Orthopedic (121 N Dean Ave.)** - The redevelopment of the former Office Max building into a SANO Orthopedics office, offers orthopedic clinic services, physical therapy and medical fitness services.

RECENTLY COMPLETED -

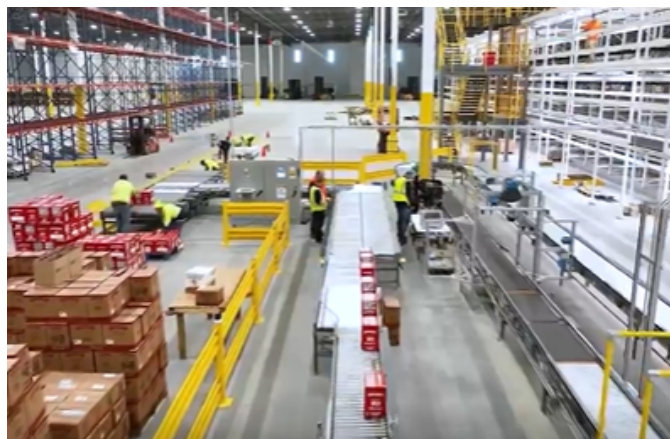
- **HARMAR (1204 S. Dean Ave.)** - Recent completion of approximately 150,000 square feet of space in Building 2 of Raymore Commerce Center for Harmar Mobility, a company who specializes in the design and manufacture of medical mobility equipment. Harmar relocated to this facility from their old warehouse facility near Lake Winnebago. 75-150
- **A4 Apparel (1206 S. Dean Ave.)** - recent location of A4 Apparel, a wholesale sports clothing company located within Building 2 of Raymore Commerce Center.

- **Nuuly/URBN Outfitters (1300 S. Dean Ave.)** - Recent completion of a 604,000 square foot warehouse, distribution and laundering facility in Building 3 of the Raymore Commerce Center to support the operations of Nuuly, a subsidiary of Urban Outfitters clothing that offers a subscription clothing rental platform. The project involved nearly \$60 million in investment, and is projected to create between 750 - 1,000 jobs.

The City of Raymore, Missouri Department of Economic Development, Missouri Partnership, the Governor's Office and other key stakeholders held a ribbon cutting for the Nuuly Facility in February.



- **Southern Glazer's Wine & Spirits (1100 S. Dean Ave.)** - Recent completion of approximately 565,000 square feet of distribution space for Southern Glazer's Wine & Spirits, one of the nation's largest distributors of wines and spirits. This location is the main distribution center for the entire state of Missouri. Southern Glazer's currently employs 150 employees, with plans to grow to 200 employees.



- **Quilted Cow (214 W Walnut St.)** - The first Quilted Cow franchise, owned and operated by local Raymore residents. The Quilted Cow is the area's gathering space for inspiring quilting, sewing, and creativity, and have grown our reach to Facebook, where we inspire thousands of quilters each week through offering unique kits on Facebook Live and hosting a group page where we encourage quilters and sewists to share their projects.
- **Summit Integrity Automotive (217 N Madison St.)** - Summit Integrity Automotive is an auto-repair shop that was recently renovated and opened in the former location of Perkins Automotive on 58 Highway.
- **Elite Fence and Deck (611 E Walnut St.)** - recent relocation of Elite Fence & Deck from Lee's Summit, MO, which involved the redevelopment of a pre-existing building with interior and exterior work, as well as an expansion of the parking lot and storage area(s).
- **Starbucks Coffee (1631 W. Foxwood Dr.)** - Recently completed a new standalone Starbucks Coffee located within the Foxwood Village Shops development, adjacent to Culver's This is the 2nd development project within this shopping center.
- **Abelardo's Mexican Fresh (2023 W Foxwood Dr.)** - Recently opened in the former location of Schlotzky's Deli, adjacent to Walmart on 58 Highway.

UNDER REVIEW -

- **Raymore Commerce Center South (site improvements)** - Current work includes plan review and site clearing for the extension of Dean Avenue south from its current terminus to 195th Street to provide better access to this development and area of the City. Road construction is scheduled to begin later this year.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>	Municipality: Raymore Municipal	Reporting Period: Apr 1, 2024 - Apr 30, 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	80	1,633	608
B. Cases (citations/informations) filed	11	176	34
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	1
3. court/bench trial - NOT GUILTY	0	1	0
4. plea of GUILTY in court	7	120	42
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	58	0
6. dismissed by court	0	12	5
7. <i>nolle prosequi</i>	1	7	11
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	8	198	59
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	83	1,611	583
E. Trial de Novo and/or appeal applications filed	0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>	
1. # Issued during reporting period	79	1. # Issued during period	0
2. # Served/withdrawn during reporting period	68	☐ Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	1,822		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: Apr 1, 2024 - Apr 30, 2024
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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	\$20,020.00	Court Automation	\$1,559.88
Clerk Fee - Excess Revenue	\$2,077.07	Law Enf Arrest-Local	\$425.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$64.02	Overpayments Detail Code	\$47.50
Bond forfeitures (paid to city) - Excess Revenue	\$47.50	Total Other Disbursements	\$2,032.38
Total Excess Revenue	\$22,208.59	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$37,321.94
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$5,037.00
		Total Disbursements	\$42,358.94
Fines - Other	\$8,379.00		
Clerk Fee - Other	\$596.95		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$222.88		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,588.81		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$18.39		
Law Enforcement Training (LET) Fund surcharge	\$444.00		
Domestic Violence Shelter surcharge	\$888.50		
Inmate Prisoner Detainee Security Fund surcharge	\$444.00		
Restitution	\$220.94		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$277.50		
Total Other Revenue	\$13,080.97		

THE RAYMORE CITY COUNCIL MET IN SPECIAL SESSION ON MONDAY, APRIL 15, 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 special 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. New Business

A. Settlement Agreement - South KC Acquisitions et al. (Emergency Reading)

BILL 3894: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOUTH KC ACQUISITIONS, LLC, AND KANSAS CITY RECYCLE & WASTE SOLUTIONS, LLC, TERMINATING THE THREATENED LANDFILL; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY."

City Clerk Erica Hill conducted the first reading of Bill 3894 by title only.

City Manager Jim Feuerborn reviewed the information included in the Council packet. The agreement for consideration will allow for resolution of disputes between the City of Raymore, and both South KC Acquisition, LLC and Kansas City Recycle & Waste Solutions, LLC to effectively end the threat of a landfill development along the northern boundaries of Raymore. The agreement contemplates payment of funds totaling \$3,290,000.00 from Raymore to the developers. In exchange for the payment by Raymore, the developers are agreeing to the following: 1-discontinuation of efforts to develop a landfill, demolition landfill, or transfer station in the area, 2-the imposition of restrictive covenants limiting the development of the property that the developers have acquired in their efforts to complete the landfill to certain agricultural, residential and light commercial uses, and 3-discontinue their opposition to a proposed amendment of Section 260.204.9 RSMo currently being sought by Raymore in the Missouri Legislature.

In addition, the agreement contemplates payment of \$440,000.00 by Raymore to the developers for acquisition of a 12 +/- acre parcel of real estate south of M-150 Highway in Kansas City, Missouri, for the future development of Madison Ave. The agreement incorporates Exhibits A through D which include legal descriptions for the affected properties, as well as the Vacant Land Real Estate Contract for the Madison property and the contemplated restrictions. Under the terms of the settlement agreement, all involved parties will be released of any liability upon payment which is contingent upon the approval of the amendment by the Missouri Legislature. Staff requests approval of Bill 3894 approving and authorizing the execution of the settlement agreement, the real estate contract, and the restrictions, and authorizing the payments contemplated by each.

Councilmember Barber asked how the restrictive covenants were attached to the property. City Attorney Jonathan Zerr stated that a public record will be made of the restrictive covenants via a recorded document.

Councilmember Mills asked if we would be contacted for rezoning or public hearings as property owners. Mr. Zerr stated if the land falls within the required distance to notify property owners, we would be notified as the owner of record of the 12 acre property.

Mr. Feuerborn stated the funding sources for this agreement would come from the general fund available fund balance, and the capital fund - specifically the available fund balances in the capital improvement fund and the excise tax fund.

He reviewed the process in the Missouri House of Representatives and Senate that have brought us to this point.

Mayor Turnbow added that he believes the long-term health, safety, and the wellbeing of our community is worth the price and supports this Bill.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3894 by title only.

DISCUSSION: None

ROLL CALL 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 declared Bill 3894 as an emergency and called for the second reading in its entirety.

City Clerk Erica Hill conducted the second reading of Bill 3894 in its entirety.

Mayor Turnbow opened the floor for public comment at 6:31 p.m.

The following individuals spoke in favor of this item:

Ryan Johnson, 554 Avondale Lane, Raymore, MO
Sarah Thompson, 806 Bridgshire Drive, Raymore, MO
Pam Hatcher, 1403 N. Madison, Raymore, MO
Kevin Kellogg, 1605 Stasi, Raymore, MO
Kelly Meyers, 14550 Raytown Road, Kansas City, MO
Holly Miller, 1307 Cross Creek Drive, Raymore, MO
Todd Berck, 1214 Buckingham Court, Raymore, MO
Kit Starr, 19500 Meadow Lane, Leawood, KS

Mayor Turnbow closed the floor for public comment at 6:39 p.m.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3894 in its entirety.

DISCUSSION: None

ROLL CALL 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 3894 as **Raymore City Ordinance 2024-022.**

5. Public Comment

6. Mayor/Council Communication

Councilmembers thanked Mayor Turnbow, staff, and our citizens for their diligence and dedication in this fight.

Mayor Turnbow thanked City Manager Jim Feuerborn, Assistant City Manager Ryan Murdock, City Attorney Jonathan Zerr, and Communications Manager Melissa Harmer. He thanked the Legislators that have helped in this process and thanked residents of Raymore, Grandview, Lee's Summit, and Kansas City for their grass roots efforts and heartfelt communications with legislators.

7. Adjournment

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

DISCUSSION: None

ROLL CALL 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 6:58 p.m.

Respectfully submitted,

Erica Hill
City Clerk

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, APRIL 22, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER RYAN MURDOCK, AND CITY CLERK ERICA HILL.

1. Call to Order

Mayor Turnbow called the meeting to order at 6:32 p.m.

2. Roll Call

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

3. Pledge of Allegiance

4. Presentation/Awards

Mayor Turnbow presented City Clerk Erica Hill with a proclamation for Professional Municipal Clerks Week, which is May 5-11.

5. Personal Appearances

6. Staff Reports

Public Works Director Mike Krass and Parks and Recreation Director Nathan Musteen reviewed their staff reports included in the Council packet. They answered questions from Council.

Communications Manager Melissa Harmer reviewed the communications with the media regarding the landfill and recent Arts Commission events.

City Manager Jim Feuerborn reminded Council that there is no work session next week as it's the fifth Monday of the month.

7. Committee Reports

8. Consent Agenda

A. City Council Regular Meeting minutes, April 8, 2024

B. City Council Special Meeting minutes, April 8, 2024

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	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 - Heritage Hills Streetlight Installation

BILL 3885: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT PROPOSAL WITH BLACK & MCDONALD FOR THE HERITAGE HILLS STREETLIGHT INSTALLATION, IN THE AMOUNT OF \$244,707.87 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3885 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3885 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	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 3885 as **Raymore City Ordinance 2024-023.**

B. Award of Contract - HVAC Maintenance

BILL 3890: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE-YEAR CONTRACT EXTENSION WITH LIPPERT MECHANICAL SERVICES FOR PREVENTATIVE HVAC MAINTENANCE AND REPAIR."

City Clerk Erica Hill conducted the second reading of Bill 3890 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3890 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	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 3890 as **Raymore City Ordinance 2024-024.**

C. Award of Contract - Emergency Generator Maintenance Electrical

BILL 3891: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE-YEAR CONTRACT EXTENSION WITH CENTRAL POWER SYSTEMS & SERVICES FOR PREVENTATIVE EMERGENCY GENERATOR MAINTENANCE AND REPAIRS."

City Clerk Erica Hill conducted the second reading of Bill 3891 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3891 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	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 3891 as **Raymore City Ordinance 2024-025.**

10. New Business

A. Selection of Mayor Pro Tempore

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

Mayor Turnbow asked for nominations for Mayor Pro Tempore.

Councilmember Barber nominated Councilmember Holman.

Hearing no further nominations, Mayor Turnbow asked for a vote to select Councilmember Holman as Mayor Pro Tempore.

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

B. Governing Body Members on Planning and Zoning Commission

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

C. Award of Contract - 2024 Curb Project

BILL 3893: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC. FOR THE 2024 CURB REPLACEMENT PROJECT, CITY PROJECT NUMBER 24-442-201, IN THE AMOUNT OF \$614,282.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3893 by title only.

Public Works Director Mike Krass reviewed the information included in the Council packet. The 2024 Curb Project will include work in the neighborhoods as shown on the map included in the Council packet. Six bids were received for the 2024 Curb Project on March 28, 2024. Terry Snelling Construction Inc. was determined to be the lowest and best bidder. Staff recommends the contract for the 2024 Curb Project to be awarded to Terry Snelling Construction Inc. He answered questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3893 by title only.

DISCUSSION: None

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

D. Award of Contract - 2024 Street Preservation

BILL 3892: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JM FAHEY CONSTRUCTION COMPANY FOR THE 2024 STREET PRESERVATION PROJECT, CITY PROJECT NUMBER 24-450-201, IN THE AMOUNT OF \$1,040,582.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3892 by title only.

Public Works Director Mike Krass reviewed the information included in the Council packet. The 2024 Street Preservation Project involves the mill and

overlay of city streets originally approved by Council at a recent work session as shown on the map included in the Council packet. The City received six bids on March 27, 2024. JM Fahey Construction Company was determined to be the lowest and best bidder. Staff recommends the contract for the 2024 Street Preservation Project to be awarded to JM Fahey Construction Company in the amount of \$1,040,582.50.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3892 by title only.

DISCUSSION: None

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

E. Allera PUD Preliminary Development Plan Extension

RESOLUTION 24-16: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A SIX-MONTH EXTENSION OF THE PRELIMINARY DEVELOPMENT PLAN FOR THE ALLERA PLANNED UNIT DEVELOPMENT."

City Clerk Erica Hill conducted the reading of Resolution 24-16 by title only.

Development Services Director David Gress reviewed the information included in the Council packet. Jon Birkel, representing Hunt Midwest, has requested an extension to the Preliminary Plan for the Allera Subdivision, a 52-acre subdivision containing 171 single-family lots located south of Johnston Drive, west of Dean Avenue. The PUD zoning and Preliminary Plan were approved on April 25, 2022, by the City Council and are set to expire on April 25, 2024, following a prior one-year extension to the development plan. The applicant has indicated that development interest still remains for the project, but current economic conditions have caused challenges in moving forward with the development at this time. The approved Preliminary Plan and Memorandum of Understanding remain unchanged from their currently approved form. Though Hunt Midwest is requesting a one-year extension, staff is proposing a six-month extension to the development plan.

Jon Birkel, Hunt Midwest, 1881 Main St., Kansas City, MO, stated there is interest in this project, however, interest rates are hindering development. He answered questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the reading of Resolution 24-16 by title only.

DISCUSSION: None

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

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers congratulated Councilmember Holman on being selected as Mayor Pro Tem, congratulated City Clerk Erica Hill on the Professional Municipal Clerks Week proclamation, and thanked Communications Manager Melissa Harmer for her work on communications regarding the landfill.

Councilmember Holman thanked the Council for selecting him as Mayor Pro Tem.

Mayor Turnbow thanked the City of Belton for planting a tree in honor of his daughter-in-law.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	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 7:08 p.m.

Respectfully submitted,

Erica Hill
City Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 4/22/2024
SUBMITTED BY: Mike Krass
ITEM CATEGORY: Ordinance

DEPARTMENT: Public Works

TITLE / ISSUE / REQUEST

Award of Contract - 2024 Curb Project

STRATEGIC PLAN GOAL / STRATEGY

Goal 2.3 Improve Safety for all modes of travel throughout the community

FINANCIAL IMPACT

Award To:	Terry Snelling Construction Inc.
Amount of Request/Contract:	\$614,282.00
Amount Budgeted:	\$850,663.00
Funding Source/Account:	FY 2024 Capital Budget

PROJECT TIMELINE

Estimated Start Date
5/14/2024

Estimated End Date
10/31/2024

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3893
2. Project Map
3. Contract

BACKGROUND / JUSTIFICATION

The 2024 Curb Project will include work in the neighborhoods as shown on the attached map.

Bids were received for the 2024 Curb Project on March 28, 2024.

Inco USA LLC**	\$409,901.23
Terry Snelling Construction	\$614,282.00
JM Fahey	\$788,120.00
Orr Wyatt	\$809,219.00
Saria Construction	\$900,355.00
Courtney Construction	\$1,274,514.20

**Bidder was non-responsive

Terry Snelling Construction Inc. is the lowest and best bidder. Staff recommends the contract for the 2024 Curb Project to be awarded to Terry Snelling Construction Inc.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC. FOR THE 2024 CURB REPLACEMENT PROJECT, CITY PROJECT NUMBER 24-442-201, IN THE AMOUNT OF \$614,282.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the 2024 Curb project was included in the 2024 Capital Budget; and,

WHEREAS, bids for this project were received on March 28, 2024; and,

WHEREAS, Terry Snelling Construction Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$614,282.00 with Terry Snelling Construction Inc. for the 2024 Curb project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 22ND DAY OF APRIL, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 13TH DAY OF MAY, 2024, BY THE FOLLOWING VOTE:**

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

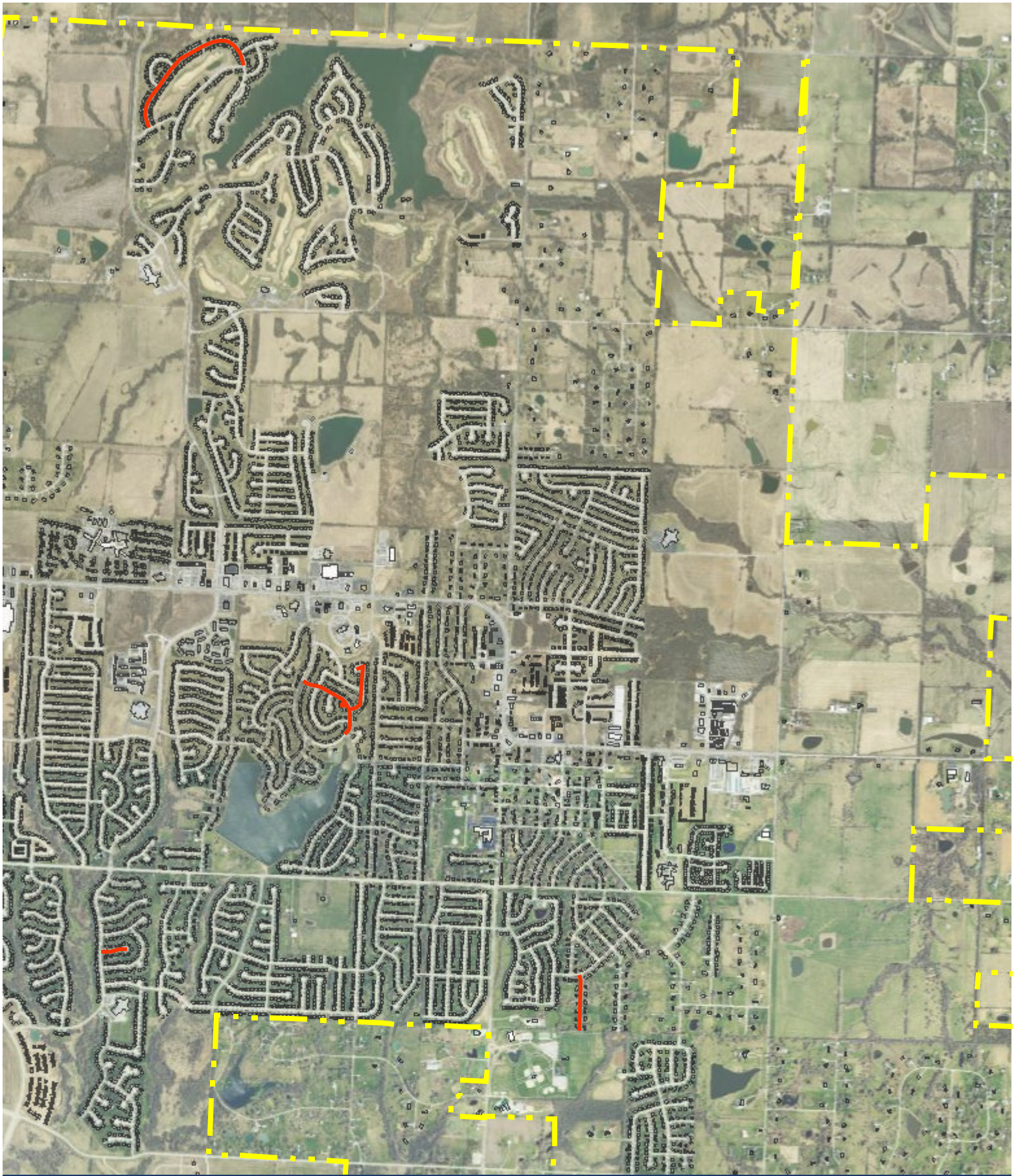
ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature





CITY OF RAYMORE
CONTRACT FOR SERVICES

2024 Curb Project

This Contract for the 2024 Curb Project, hereafter referred to as the **Contract** is made this 13th day of May, 2024, between Terry Snelling Construction, inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 20004 E Yocum Rd Independence, MO 64058, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of May 13, 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 24-442-201 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 **100** 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 \$614,282.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. 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 30) 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)

Terry Snelling Construction Inc.

By: _____
Title: _____
President

Attest: _____
Sec.

(SEAL)

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

ANTICIPATED SCOPE OF SERVICES:

- The 2024 Curb Replacement Project primarily consists of removal and replacement of existing curb 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. **Additional streets with various lengths of curb replacement may be added to the project.**

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **100** 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

- *Existing Curb Removal:* The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. 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. Curb removal may be in several areas of varying lengths per street. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** Street cuts are only allowed in areas receiving pavement mill and overlay. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Curb Replacement Modified Straight Back, High Back and Roll Back:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for modified straight back (see attached detail), high back (CG-1) and roll back curb (CG-2), including: doweling into existing curb, expansion material, sawing construction joints, installation of new curb and protection of the new curb during the curing process. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24**

hours of existing curb removal. Street cuts are only allowed in areas receiving pavement mill and overlay. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **Curb installation on roads designated for mill and overlay shall have the construction joints saw cut to a depth of 2" below pavement depth.**

- *Multiple Location Curb Removal:* The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. 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. Curb removal will be in multiple areas of town and varying lengths per street. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** Street cuts are only allowed in areas receiving pavement mill and overlay. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Multiple Location Curb Replacement:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for installation of curb, including: doweling into existing curb, expansion material, installation of new curb and protection of the new curb during the curing process. **Concrete curb shall be an approved KCM MB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting, the curb shall be replaced within 24 hours of existing curb removal.** Street cuts are only allowed in areas receiving pavement mill and overlay. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Surface Mount Detectable Warning Tiles:* The unit price named in the bid shall be for each tile installed. The unit price named in the bid shall cover all costs in connection therewith to install the tiles on existing ADA ramps. 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.
- *ADA Ramp:* The unit price named in the bid shall be for Each ADA Ramp installed. 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 (more than one pad may be required at no additional cost), 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. **The ADA ramp shall be 6" thick concrete without reinforcement bar. The ADA Ramps may be installed on streets receiving curb replacement and various locations throughout the City of Raymore. If a diagonal ramp is selected for replacement a directional ramp may be used, this may require repositioning the ramp location. See the attached ramp detail sheet for additional information.**

- **4" Sidewalk Replacement:** The unit price named in the bid shall be for the Square Foot (SF) of sidewalk removed and replaced. 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 and protection of the sidewalk during the curing process. The sidewalk shall be 4" thick concrete without reinforcement. Sidewalk replacement may be in several areas of varying lengths per street. **Concrete shall be an approved KCMMB 4K mixture. Weather permitting sidewalk shall be replaced within 24 hours of existing sidewalk removal.**
- **ADA Ramp Edge Curb:** The unit price named in the bid shall be for the linear feet of ADA Ramp Edge Curb installed. The unit price named in the bid shall cover all costs in connection therewith for ADA Ramp Edge Curb including: doweling, installation of new curb and protection of the new curb during the curing process. Not all ADA ramps will require curb. ADA Ramp Edge Curb will be installed where final grading does not allow for normal installation of ADA Ramps. **Concrete used in the ADA Ramp Edge Curb shall be an approved KCMMB 4K mixture.**
- **Pre-Construction Photos:** The unit price named in the bid shall be for the lump sum cost to take pre-construction photos. The pre-construction photos are required at each location where the curb and driveway intersect. The photos will be the property of the City and will need to be submitted prior to curb removal.

- *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 $\frac{3}{4}$ 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.
- *Concrete Testing:* Temperature, slump, air content and cylinders shall be taken on the first working day of every week. Four cylinders shall be cast and tested at 7 and 28 day intervals. Two cylinders will be held back for additional testing if required. The above tests shall be repeated twice per week for projects lasting more than two days. A KCMMB 4K concrete mix shall be used on all exposed concrete. A concrete mix design shall be submitted prior to placing concrete. All concrete testing shall be subsidiary to the bid items in this project, contractor shall use an independent testing lab to perform the tests.

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. List of Streets for Curb Replacement

Street for Curb Replacement	Start	End	Quantity (LF)
Brompton Lane	Cross Creek Drive	Ventnor Lane	3750
Brompton Lane	Ventnor Lane	Drake Lane	2660
Oxford Drive	N Lakeshore Drive	CDS	2150
N Lakeshore Drive	Johnston Pkwy	Silverlake Circle	3500
Crane Street	Toucan Street	CDS	2250
Colt Circle	Foxridge Drive	CDS	1080

11. ADDITIONAL INFORMATION

11.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 24-442-201

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 May, 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 30). 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 24-442-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) TERRY S. SNELLING having authority to act on behalf of (Company name) TERRY SNELLING CONSTRUCTION INC do hereby acknowledge that (Company name) TERRY SNELLING CONST INC. will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: TERRY SNELLING CONSTRUCTION INC

ADDRESS: 20004 E YOCUM
Street

ADDRESS: INDEPENDENCE MO 64058
City State Zip

PHONE: 816-985-4507

E-MAIL: terry@terrysnellingconstruction.com

DATE: 3/28/2024
(Month-Day-Year)

[Signature]
Signature of Officer/Title Pres

DATE: 3/28/2024
(Month-Day-Year)

[Signature]
Signature of Officer/Title Sec.

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

☐ MBE (Minority Owned Enterprise)
☐ WBE (Women Owned Enterprise)
☒ Small Business

PROPOSAL FORM B
RFP 24-442-201

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 ☒
 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 ☒
 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ____ No ☒
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ____ No ☒
 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ____ No ☒
 6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ____ No ☒
 7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ____ No ☒
 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 ☒
- *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 ☒
 10. Has the Firm been the subject to any bankruptcy proceeding? Yes ____ No ☒

Legal Matters

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

_____ Yes ☒ No If yes, provide details in an attachment.

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

_____ Yes ☒ No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
RFP 24-442-201

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	SEE ATTACHED JOB LISTING
ADDRESS	AND REFERENCES
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

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

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

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

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

State the number of Years in Business: 22

State the current number of personnel on staff: 18

Terry Snelling Construction Inc

20004 E. Yocum Road
Independence, Missouri 64058

816-985-4507

terry@terrysnellingconstruction.com

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
\$667,000.00	2021 Curb Repair Program City of Raymore, Mo psmith@raymore.com	11/21	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$1,200,000.00	Superior/Bowen- Belton Streets jbelger@superiorbowen.com	12/21	Superior/Bowen	Tim Mulvany 816-918-0196
\$100,000.00	Overland Park Doctors Bldg markf@paradisepavement.com	9/21	Overland Park Ks.	Paradise Asphalt Mark Fullington 816-377-5660
\$184,000.00	United Missouri Banks markf@paradisepavement.com	12/21	Lees Summit , Mo.	Paradise Asphalt Mark Fullington 816-377-5660
\$175,000.00	Excelsior Springs Streetscape dodonnell@metroasphalt.net	10/22	Excelsior Springs Mo.	Metro Asphalt Dan Odonnell 816-564-4134
\$403,000.00	2022 Sidewalk & Curb Repair City of Liberty Mo jmartinez@libertymo.gov	7/22	Liberty, MO	City of Liberty Mo Joshua Martinez 816-439-4502
\$580,000.00	Centerview Phase II Boardwalk City of Raymore, Mo srulo@raymore.com	11/22	Raymore, MO	City of Raymore, Mo Steve Rulo 816-810-6744
\$187,000.00	Medical Plaza II Bldg markf@paradisepavement.com	9/22	Overland Park Ks.	Paradise Asphalt Mark Fullington 816-377-5660
\$300,000.00	Hardy Ave Sidewalks City of Indep, Mo smoore@indepmo.org	11/22	Indep. Mo	City of Independence Shane Moore 816-591-0710
\$500,000.00	Vaile Sidewalks Phase 1 City of Indep, Mo smoore@indepmo.org	8/23	Indep. Mo	City of Independence Shane Moore 816-591-0710
\$467,000.00	Riverside Missouri Curb and Trail thoover@riversidemo.gov	3/23	Raymore, Mo	City of Riverside Mo Travis Hoover PE
\$580,000.00	2022 Curb Repair Program City of Raymore, Mo psmith@raymore.com	3/23	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$845,087.00	2023 Curb Repair Program City of Raymore, Mo psmith@raymore.com	9/23	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917

Missouri Department of Transportation
Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

October 6, 2023

Terry Snelling Construction, Inc.
20004 E Yocum Road
Independence, MO 64058

Dear Sir or Madam:

This is to acknowledge receipt of your Prequalification Contractor Questionnaire. As set forth in 7 CSR 10-15, your firm has been approved to bid as a prime contractor on highway projects **of any dollar amount**. The questionnaire submitted will be retained on file for one year, and will expire on 9/30/2024.

The Missouri Highways and Transportation Commission (the Commission) does not issue a gross qualification figure to prospective bidders. The lowest, responsive, responsible bidder for each project is determined by the Commission. The Commission reserves the right to reject any and all bids.

You have been assigned contractor vendor number **0012482**, to be used in the bidding process with MoDOT. In order to submit a bid on MoDOT road and bridge projects, you must have an active Bid Express account and a digital ID. Establishing a digital ID with Bid Express may take up to a week. A bidder must also download the current version of Expedite Bid software and the electronic bid submission (EBS) files from www.Bidx.com/mo/main.

All bidders are reminded that the Missouri Standard Specifications for Highway Construction Section 102 "Bidding Requirements and Conditions" includes important elements you should become familiar with prior to submitting a bid. Violation of this section is grounds to disqualify and reject bids by the Commission.

All successful bidders are required to remain in good standing with the Missouri Secretary of State to do business with the State of Missouri to be eligible to receive a contract for execution and during the performance of the contract.

MoDOT requires all successful bidders to be registered in MissouriBUYS. Registration with MissouriBUYS ensures prompt payment and allows vendors to update important information such as address changes or banking information. In addition, registration in MissouriBUYS allows contractors to view other bid opportunities with the State of Missouri. <https://missouribuys.mo.gov/registration>

Please note that MoDOT road and bridge bidding opportunities remain located in MoDOT's Online Plans Room. <https://www.modot.org/modot-online-plans-room>

If you have any questions pertaining to filing questionnaires or to expiration dates, please call Jennifer Smith at 573-751-8305.

Sincerely yours,



Brandi Baldwin, P.E.
State Construction and Materials Engineer



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

PROPOSAL FORM D

RFP 24-442-201

Proposal of TERRY SNELLING CONSTRUCTION INC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Missouri (*) Corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 24-442-201 – 2024 Curb Project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) None, 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. 24-442-201

2024 CURB PROJECT

Base Bid

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Existing Curb Removal	LF	15390	9 ⁰⁰	\$ 138,510 ⁰⁰
Curb Installation Modified Straight Back, High Back and Roll Back	LF	15390	23 ⁶⁰	\$ 363,204 ⁰⁰
Multiple Location Curb Removal	LF	1500	15 ⁰⁰	\$ 22500 ⁰⁰
Multiple Location Curb Installation	LF	1500	28 ⁰⁰	\$ 42,000 ⁰⁰
Surface mount detectable warning tiles for ADA Ramps	Each	1	300 ⁰⁰	\$ 300 ⁰⁰
ADA Ramps	Each	10	2400 ⁰⁰	\$ 24,000 ⁰⁰
4" Sidewalk Replacement	SF	1000	7 ⁰⁰	\$ 7,000 ⁰⁰
ADA Ramp Edge Curb	LF	200	25 ⁰⁰	\$ 5000 ⁰⁰
Pre-Construction Photos	LS	1	1500 ⁰⁰	\$ 1500 ⁰⁰
Mobilization, bonds and insurance	LS	1	10,268 ⁰⁰	\$ 10,268 ⁰⁰
TOTAL BASE BID				\$ 614,282⁰⁰

Company Name TERRY SNELLING CONSTRUCTION INC.

Total Base Bid for Project Number: 24-442-201

\$ 614,282.⁰⁰

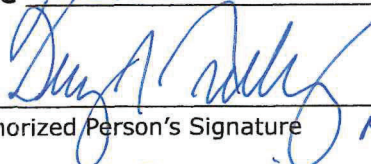
In the blank above insert numbers for the sum of the bid.

(\$ SIX HUNDRED FOURTEEN THOUSAND TWO HUNDRED EIGHTY TWO ^{NO}/₁₀₀)

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

**BID PROPOSAL FORM E – RFP 24-442-201
CONTINUED**

Company Name TERRY SNELLING CONSTRUCTION INC

By 
Authorized Person's Signature Pres

TERRY S. SNELLING
Print or type name and title of signer Pres.

Company Address 20004 E Yocum Rd
Independence, Mo 64058

Phone 816-985-4507

Fax 816-796-9888

Email terry@terrysnellingconstruction.com

Date 3/28/2024

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. None Issued

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: TERRY S. SNELLING

Company: TERRY SNELLING CONSTRUCTION INC

Address: 20004 E. YOCUM Rd. INDEP. MO 64058

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 24-442-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

TERRY SNELLING CONSTRUCTION INC

Company Name

[Signature]

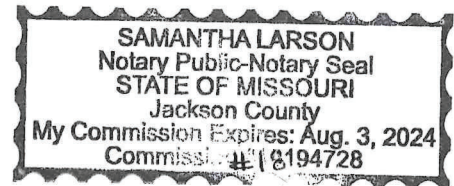
Signature

Name:

TERRY S. SNELLING

Title:

PRESIDENT



STATE OF Missouri COUNTY OF JACKSON

Subscribed and sworn to before me this 27th day of MARCH, 2024.

Notary Public: [Signature]

My Commission Expires: Aug. 3, 2024 Commission # 18194728

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

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 201307

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Terry Snelling Construction

Terry S Snelling

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/26/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

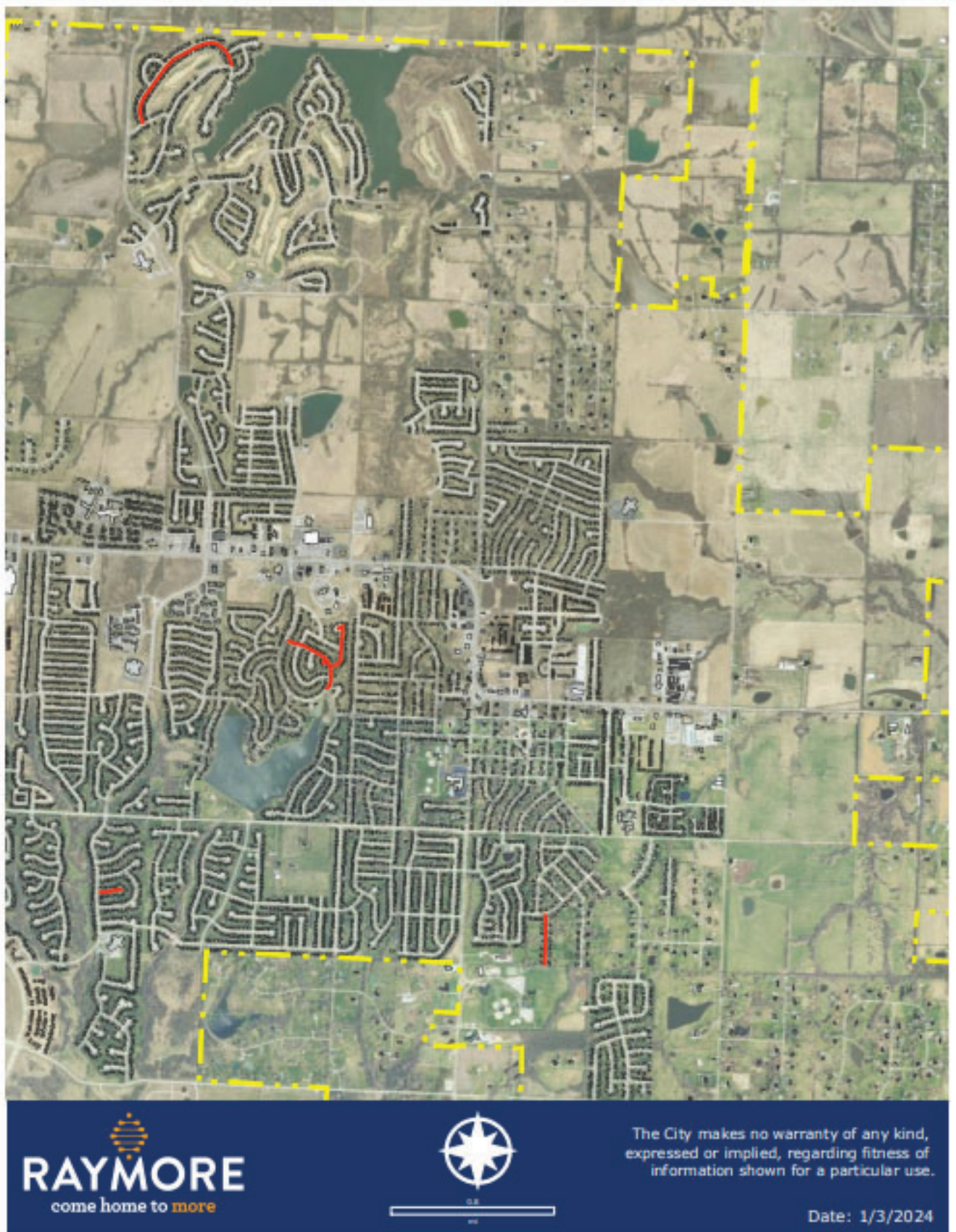
Title

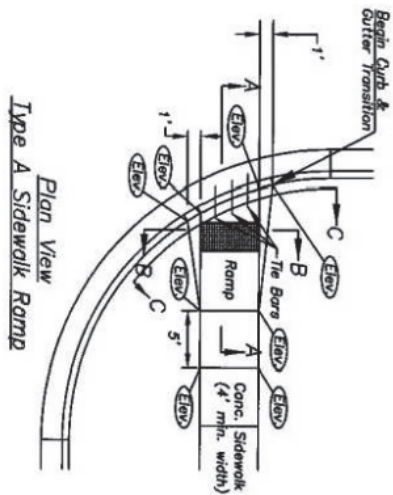
Electronically Signed

Signature

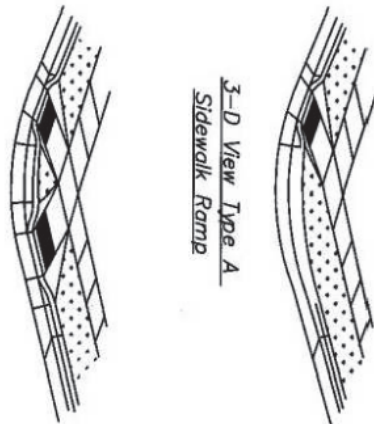
03/26/2009

Date



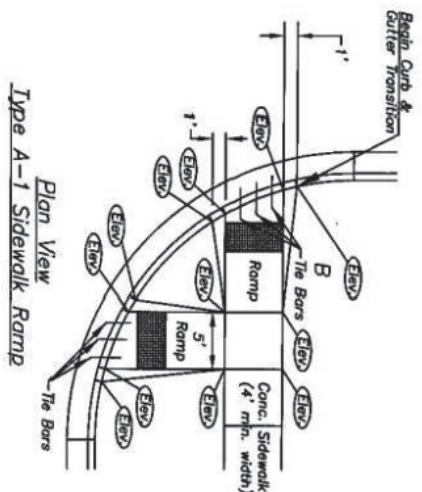


Plan View
Type A Sidewalk Ramp



3-D View Type A
Sidewalk Ramp

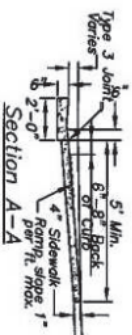
3-D View Type A-1
Sidewalk Ramp



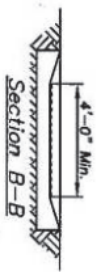
Plan View
Type A-1 Sidewalk Ramp

NOTES

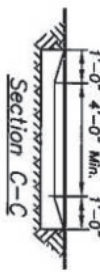
1. Sidewalk ramp location determined from the intersection of the extension of back of sidewalk and back of curb and gutter.
2. Plan drawings shall include a table of elevations for all points labelled as ELEV.
3. Key all construction joints or use tie bars #4 epoxy coated @ 12" o.c.
4. Longitudinal joint spacing to match width of sidewalk.
5. Isolation joints shall be placed where walk abuts driveways and similar structures, and 250' centers max.
6. Sidewalk Ramp shall be lengthened to provide ADA compliance slope but need not exceed 15".
7. ADA maximum ramp slope = 1"/ft.
ADA maximum cross slope = 2%
8. Detectable warnings to comply with ADA requirements. ArmourCast Panels or approved equal, brick pavers are not acceptable.



Section A-A



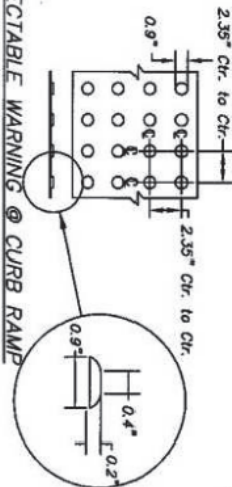
Section B-B



Section C-C

Note: Curb may vary with the type of curb required.

DETECTABLE WARNING @ CURB RAMP



** Contractor shall Transition Curb and gutter to Match Proposed Sidewalk Using Stringline, Straight Edge, etc. Projected from the R/W line. (Typical both sides).

Engineering Department City of Raymore 100 W. Main St. Raymore, MO 64083 816-437-1622 Fax 816-437-4067		CITY OF RAYMORE TYPE A AND A-1 HANDICAPPED ACCESS RAMPS	
DESIGN	DATE	SHEET	REV
Modified 2013		A	1
CHECKED		SCALE	NONE
APPROVED		SHEET	1 OF 1



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 4/22/2024
SUBMITTED BY: Mike Krass
ITEM CATEGORY: Ordinance

DEPARTMENT: Public Works

TITLE / ISSUE / REQUEST

Award of Contract - 2024 Street Preservation

STRATEGIC PLAN GOAL / STRATEGY

Goal 2.3 Improve safety for all modes of travel throughout the city

FINANCIAL IMPACT

Award To:	JM Fahey Construction Company
Amount of Request/Contract:	\$1,040,582.50
Amount Budgeted:	\$1,310,00.00
Funding Source/Account:	FY24 Capital Improvement Program

PROJECT TIMELINE

Estimated Start Date
5/15/2024

Estimated End Date
10/31/2024

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3892
2. Project Map
3. Contract

BACKGROUND / JUSTIFICATION

The 2024 Street Preservation Project involves the mill and overlay of City streets originally approved by Council at a recent work session as shown on the attached map.

The City received the following bids on March 27, 2024:

JM Fahey Construction Company	\$1,040,582.50
Metro Asphalt, Inc.	\$1,055,341.75
Tendem Paving Company Inc.	\$1,079,960.00
Phillips Paving Co, Inc.	\$1,144,451.00
Amino Brothers Co., Inc.	\$1,203,855.00
Superior Bowen Asphalt Company, LLC	\$1,210,558.25

JM Fahey Construction Company was determined to be the lowest and best bidder.

Staff recommends the contract for the 2024 Street Preservation Project to be awarded to JM Fahey Construction Company in the amount of \$1,040,582.50.

BILL 3892

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JM FAHEY CONSTRUCTION COMPANY FOR THE 2024 STREET PRESERVATION PROJECT, CITY PROJECT NUMBER 24-450-201, IN THE AMOUNT OF \$1,040,582.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the 2024 Street Preservation Program was included in the FY 2024 budget and was presented in a recent Raymore City Council work session; and,

WHEREAS, bids for this project were received on March 27, 2024; and,

WHEREAS, JM Fahey Construction Company has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$1,040,582.50 with JM Fahey Construction Company for the 2024 Street Preservation project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 22ND DAY OF APRIL 22, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 13TH DAY OF MAY, 2024, BY THE FOLLOWING VOTE:**

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

ATTEST:

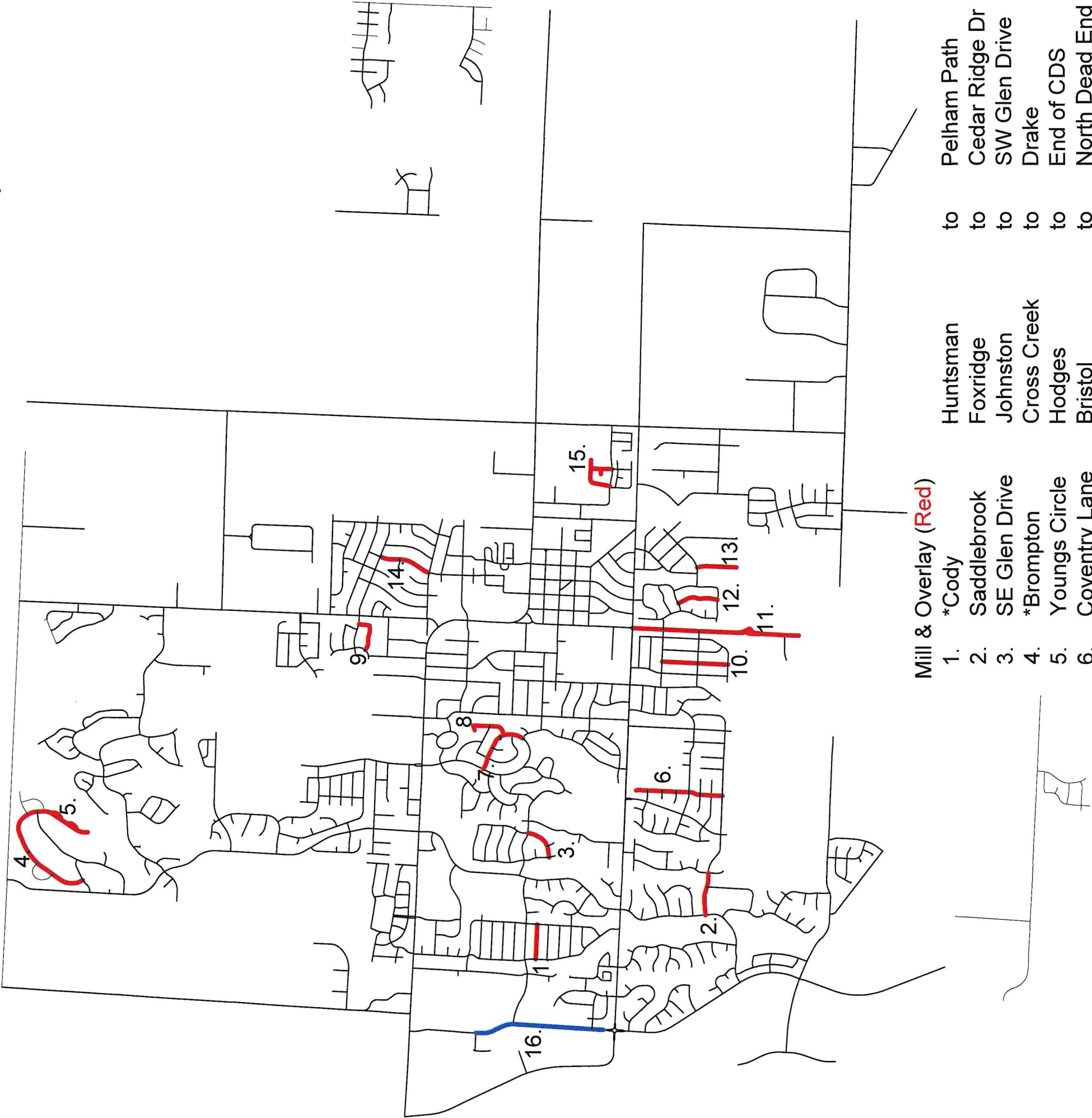
APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

2024 Street Preservation
Location Map



Mill & Overlay (Red)

1. *Cody	Huntsman	to	Pelham Path
2. Saddlebrook	Foxridge	to	Cedar Ridge Dr
3. SE Glen Drive	Johnston	to	SW Glen Drive
4. *Brompton	Cross Creek	to	Drake
5. Youngs Circle	Hodges	to	End of CDS
6. Coventry Lane	Bristol	to	North Dead End
7. *N Lakeshore	Johnston	to	Silver Lake
8. *Oxford	Lakeshore	to	End of CDS
9. Wiltshire	Heritage	to	Buffalo
10. Furlong	Sunny	to	Secretariat
11. Madison South	Lucy Webb	to	Hubach Hill
12. Madison South	Sycamore	to	Mulberry
13. *Crane	Toucan	to	End of CDS
14. Washington	Heritage	to	Foxwood
15. Poseidon/Venus Ct./Saturn/Cupid			

Thoroughfare Mill & Overlay (Blue)

16. Dean Ave.	Hickory Leaf	to	Lucy Webb
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* Indicates streets that are getting curbed this spring and are not to be paved until September or later.



CITY OF RAYMORE
CONTRACT FOR SERVICES

2024 Street Preservation

This Contract for the 2024 Street Preservation Project, hereafter referred to as the **Contract** is made this 13th day of May, 2024, between JM Fahey Construction Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 408 High Grove Road, Grandview, Missouri 64030, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of May 13, 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 24-450-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the 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 180 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 \$1,040,582.50.

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 30) 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)

JM FAHEY CONSTRUCTION COMPANY

By: _____
Title: Andrew Fahey - President

Attest: Kevin Fahey
Kevin Fahey - Vice President

(SEAL)

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

ANTICIPATED SCOPE OF SERVICES:

STREET OVERLAY

- Two mobilizations. The streets with an asterisk on the map are having curb replaced this spring and are not to be overlaid until September or later to prevent damage to the new curb.
- 80350 sq yds of full width milling.
- 8845 tons of 2" Type 3 Recycled overlay. The asphalt price will be indexed as per the Measurement and Payment section of the RFP.
- Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of .06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken.
- Milled surface is to be cleaned by a vacuum sweeper immediately prior to tacking.
- 750 tons of full depth patching, Type 1 Recycled asphalt. Quantity of patching necessary will be determined after each street is milled. The asphalt price will be indexed as per the Measurement and Payment section of the RFP.
- 1500 linear feet of deep crack repair. Quantity of crack repair necessary will be determined after each street is milled.
- Re-stripping of South Madison and Dean after overlay.

SPECIAL PROVISIONS

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

The City of Raymore preserves the right to increase, reduce or delete any bid

items after award of the contract. No adjustments will be made to the unit prices bid on the contract for any items because of increase, reduction or deletion.

3. PROJECT COMPLETION AND SCHEDULE

It is expected that Notice of Award shall be issued in May of 2024.

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

Contractor shall complete work within 180 calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

A. Mobilization, Bonds, and Insurance: Mobilization, Bonds and Insurance will be paid for at the unit bid price per each.

- B. Full Width Milling:** Full Width Milling shall be paid for at the unit bid price per square yard. The milling depth will be 2" on the residential streets. The unit bid price shall include all materials, labor, equipment, hauling and disposal of millings to complete the work. Contractor to retain the millings.
- C. 2" Type 3 Recycled Overlay:** 2" Type 3 Recycled Overlay shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor, equipment required to place and compact a 2" thick surface mat. Tack oil is subsidiary to this line item and UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge, CAT-TAC Trackless Tack manufactured by Hunt Refining or an approved trackless tack is specified for this project.

The line item cost of base and surface asphalt per ton will be indexed as per the following:

The adjustment applies only to the virgin asphalt cement actually placed. The percent AC on the job mix should be used for the calculation unless the change in target AC meets the requirement for field mix design. The asphalt cement contribution of RAP is excluded.

The adjustment is calculated using the following formula

$$A = (B \times C) \times (D - E)$$

Where: A = Adjustment for mix placed during monthly average index priced.
B = Tons of mix placed during the monthly average index period
C = % of virgin asphalt binder as listed in the job mix formula
D = Monthly average priced at time of mix placement
E = Monthly average price at time of bid

The baseline asphalt prices for the index are taken from the Asphalt Weekly Monitor published by Poten & Partners Inc. The average of the midpoint published prices for PG 64-22 in the St. Louis, Missouri and Kansas City area will be used. The monthly base price will be the price in the last published Asphalt Weekly Monitor prior to MODOT's monthly bid opening.

- D. Full Depth Patching:** Full Depth Patching shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor and equipment required to remove and dispose of existing asphalt to subgrade. Asphalt shall be Type 1 Recycled if the patch is to be overlayed or Type 2 Recycled if the patch is full depth to the surface.

- E. Deep Crack Repair:** Full Depth Crack Repair shall be paid for at the unit bid price per linear foot. The unit bid price shall include all materials, equipment and labor required to remove the asphalt on either side of the crack with a skid-loader mounted mill, to the full depth of the mill cutting head, dispose of the millings and to place and compact Type 1 Recycled asphalt back to within two inches of the existing surface or to the level of the milled surface.
- F. Striping:** Striping and shall be considered a lump sum for payment. The unit bid price shall include all materials, labor and equipment required to replace the existing traffic markings as per the plans. The striping and arrows shall be MoDoT approved High Build Acrylic Waterborne Pavement Marking Paint with Type L glass beads.
- G. Traffic Control:** Traffic Control line items shall be considered individually as lump sums for payment. Flaggers are required if traffic is reduced to one-lane. A traffic control plan must be submitted individually for each street if it is going to be closed completely. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD.

7. ADDITIONAL INFORMATION

- 7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 24-450-201

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 May, 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 30). 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 24-450-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) ANDREW FAHEY having authority to act on behalf of (Company name) JM FAHEY CONSTRUCTION COMPANY do hereby acknowledge that (Company name) JM FAHEY CONSTRUCTION COMPANY 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: JM FAHEY CONSTRUCTION COMPANY

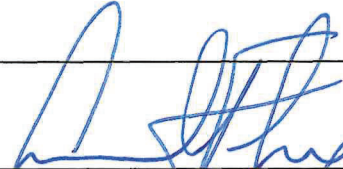
ADDRESS: 408 HIGH GROVE ROAD
Street

ADDRESS: GRANDVIEW MO 64030
City State Zip

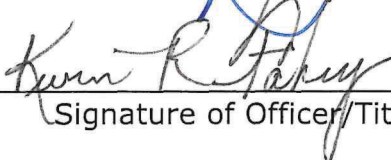
PHONE: 816-763-3010

E-MAIL: BIDS@JMFAHEY.COM

DATE: 3/27/24
(Month-Day-Year)


Signature of Officer/Title PRESIDENT

DATE: 3/27/24
(Month-Day-Year)


Signature of Officer/Title VICE PRESIDENT

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

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

PROPOSAL FORM B

RFP 24-450-201

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 24-450-201

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

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

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

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

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

State the number of Years in Business: 53

State the current number of personnel on staff: 100

J.M. FAHEY CONSTRUCTION COMPANY

ACTIVE PROJECTS IN EXCESS OF \$1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
2022-23 Street Resurfacing	\$8,903,500.00	Active	UG - Brandon Grover - (913) 573-5704
KC Streetcar - South Terminus/Mill & Overlay	\$5,457,936.00	Active	KC Streetcar - Aaron Adams - (816) 233-9001
Red Bridge Road	\$6,340,060.20	Active	KCMO Parks & Recreation - James Wang - (816) 513-7622
22-2 Street Resurfacing	\$9,682,941.00	Active	KCMO - Garrett Ross - (816) 513-4701
22-3 Street Resurfacing	\$8,988,267.00	Active	KCMO - Garrett Ross - (816) 513-4701
2022 Street Preservation Project	\$1,306,175.50	Active	City of Raymore - Michael Krass - 816-331-1852
23-1 Street Resurfacing	\$10,371,636.25	Active	KCMO - Garrett Ross - (816) 513-4701
23-2 Street Resurfacing	\$9,857,382.50	Active	KCMO - Garrett Ross - (816) 513-4701
23-3 Street Resurfacing	\$9,541,516.25	Active	KCMO - Garrett Ross - (816) 513-4701

ACTIVE PROJECTS LESS THAN \$1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
Leavenworth 2nd & Chestnut Stone Arch Replacement	\$290,573.00	Active	LEXECO - Matt Kaaz - (913)-775-1200
KDOT Call 215 - 47th St from Rainbow to Mission	\$240,880.00	Active	Miles Construction - Eric Reents - (913)957-0792

COMPLETED PROJECTS IN EXCESS OF \$1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
Main St. Phase 4	\$1,960,154.01	Closed	Grandview - Jim Clay - (816) 316-4859
Hook Rd. Shoulders	\$1,399,234.50	Closed	Lee's Summit - Steven Proudfit - (816) 969-1800
2019 CARS Program	\$1,426,399.75	Closed	Prairie Village - Melissa Prenger - (913) 385-4655
179th St. Improvements	\$1,273,963.81	Closed	Overland Park - Kasim Azhar - (913) 895-6052
I-49 Outer Road	\$1,779,888.00	Closed	Belton - Nikla Freiburger - (816) 331-4331
NW 72nd St. Improvements	\$2,894,261.40	Closed	KCMO - Kim Pemberton - (816) 513-2741
19-2 Resurface Designated Streets	\$3,458,444.00	Closed	KCMO - Garrett Ross - (816) 513-4701
19-3 Resurface Designated Streets	\$3,421,794.00	Closed	KCMO - Garrett Ross - (816) 513-4701
2019 Street Resurfacing	\$2,788,750.00	Closed	UG - Brandon Grover - (913) 573-5704
2020 Street Resurfacing	\$4,241,650.00	Closed	UG - Brandon Grover - (913) 573-5704
Mission Rd.	\$3,219,842.85	Closed	Leawood - Michelle Sherry - (913) 663-9135
2021 Street Resurfacing	\$1,065,735.65	Closed	Bonner Springs - Matt Beets - (913) 441-1961
2021 Residential Mill & Overlay	\$1,547,347.30	Closed	Leawood - John Westbrook - (913) 663-9135
2021 Street Improvements	\$1,332,875.12	Closed	Merriam - Todd Veeman - (913) 322-5521
20-2 Resurface Designated Streets	\$4,806,664.32	Closed	KCMO - Garrett Ross - (816) 513-4701
20-3 Resurface Designated Streets	\$3,853,424.00	Closed	KCMO - Garrett Ross - (816) 513-4701
Foley Equipment	\$1,576,775.24	Closed	Conco Construction - David Pipes - (316) 943-7111
K7 Mill and Overlay	\$1,532,133.62	Closed	KDOT - Amy Pope - (913) 942-3040
Route 150, Jackson County	\$1,419,919.79	Closed	MODOT - James Pflum - (816) 353-8353
2021 Pavement Management	\$1,266,297.13	Closed	Leavenworth - Mike Stephan - (913) 684-0392
Leavenworth Route 2	\$1,287,259.00	Closed	Linaweaver Construction - Marcus Linaweaver - (913) 351-3474
Shawnee 2022 Mill and Overlay	\$2,187,758.00	Closed	McAnany Construction - Eric Vossman - (913)915-5756
Leawood Lee Boulevard	\$1,387,337.00	Closed	Leawood - John Westbrook - (913) 663-9135
Leawood 2022 Residential Program	\$1,372,308.00	Closed	Leawood - John Westbrook - (913) 663-9135
2021 Projects	\$381,083.70	Closed	Westwood Hills - John Sullivan - (913) 432-1550
Shawnee 75th Street Improvements	\$493,216.00	Closed	Miles Construction - Eric Reents - (913)957-0792
Blue Rock Urban Outfitters	\$737,283.00	Closed	Blue Rock - Dennis Vance - (215) 688-8385
Merriam West Frontage Road	\$205,170.00	Closed	Miles Construction - Jane Miles-Breuer - (913) 957-0792
KDOT K7 & Hollingsworth Road	\$228,242.00	Closed	Miles Construction - Jane Miles-Breuer - (913) 957-0792
2021 Street Resurfacing	\$5,729,575.00	Closed	UG - Brandon Grover - (913) 573-5704
North Side Drainage Correction 40'	\$294,929.00	Closed	Foley Equipment - David Doffing - (316)-665-2518
2022 PMP Mill & Overlay & Pavement Rehab Project	\$832,682.50	Active	Leavenworth - Mike Stephan - (913) 684-0392

PROPOSAL FORM D
RFP 24-450-201

Proposal of JM FAHEY CONSTRUCTION COMPANY, organized and
(Company Name)
existing under the laws of the State of MISSOURI, doing business
as (*) A CORPORATION

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 24-450-201 – 2024 Street Preservation.

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. 24-450-201

2024 Street Preservation

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Each	2	6,000.-	\$ 12,000.-
Full Width Milling, Residential	Sq Yd	63850	2.25	\$ 143,662.50
2" Type 3 Recycled Overlay, Residential	Tons	7025	80.-	\$ 562,000.-
Full Depth Patching, Recycled Type 1	Tons	750	130.-	\$ 97,500.-
Thoroughfare Full Width Milling	Sq yd	16500	2.-	\$ 33,000.-
2" Type 3 Recycled Overlay, Thoroughfares	tons	1820	76.-	\$ 138,320.- 138,720.- AMF
Deep Depth Crack Repair	Lin Ft	1500	19.-	\$ 28,500.-
Striping Madison	LS	1	10,000.-	\$ 10,000.-
Striping Dean	LS	1	9,000.-	\$ 9,000.-
Dean Traffic Control	LS	1	3,000.-	\$ 3,000.-
Madison Traffic Control	LS	1	3,000.-	\$ 3,000.-
Residential Traffic Control	LS	1	600.-	\$ 600.-
TOTAL BASE BID				\$ 1,040,582.50

Company Name JM FAHEY CONSTRUCTION COMPANY

Total Base Bid for Project Number: 24-250-201

\$ 1,040,582.50

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

(\$ ONE MILLION FORTY THOUSAND. FIVE HUNDRED EIGHTY TWO ⁵⁰/₁₀₀)

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

**BID PROPOSAL FORM E – RFP 24-450-201
CONTINUED**

Company Name JM FAHEY CONSTRUCTION COMPANY

By 
Authorized Person's Signature

ANDREW FAHEY
Print or type name and title of signer

Company Address _____

408 HIGH GROVE ROAD
GRANDVIEW MISSOURI, 64030

Phone 816-763-3010

Fax _____

Email BIDS@JMFAHEY.COM

Date 3/27/24

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!

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: JM FAHEY CONSTRUCTION COMPANY

Company: JM FAHEY CONSTRUCTION COMPANY

Address: 408 HIGH GROVE ROAD, GRANDVIEW, MISSOURI 64030

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 24-450-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

JM FAHEY CONSTRUCTION COMPANY

Company Name

Signature

Name: ANDREW FAHEY

Title: PRESIDENT

STATE OF MISSOURI COUNTY OF JACKSON

Subscribed and sworn to before me this 27th day of March, 2024.

Notary Public:

My Commission Expires: 02/27/2027

PAUL B ZEGERS
Notary Public - Notary Seal
STATE OF MISSOURI

Clay County

My Commission Expires: Feb. 27, 2027
Commission #19759994

Commission # 19759994

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

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

CITY OF RAYMORE

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



ADDENDUM NO. 1

2024 Street Preservation

Project #24-450-201

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 - Questions and clarification.

1. Question: Is Asphalt Testing required?

Response: Nuclear density testing will be required to ensure compaction on the first street paved. A production sample shall be taken from the first street paved to be tested to confirm Marshall properties are in conformance with the surface mix design.

2. Clarification: Street 6 is listed as Coventry lane but on the map Corrington Dr. is highlighted. Both streets start at Bristol Dr and end in a dead end / cul de sac. Which one is the correct one?

Response: Revised map is attached

3. Clarification: Street 12 is listed as Madison South, but Washington Street is highlighted. Which one is the correct one?

Response: Revised map is attached

4. Clarification: The map shows #10 (Furlong Street going through Sunny Street up to Preakness Drive. Description says to stop at Sunny Street. Please clarify

Response: Revised map is attached

5. Question: Will a conveyor system be acceptable for the street sweeper in place of a "vacuum sweeper"?

Response: A conveyor system is an approved equal to a vacuum sweeper.

6. Question: Will KCMO 738 Street Patch Concrete be an acceptable base for "Deep Crack Repair" repair in lieu of asphalt repair for areas too narrow for proper compaction?

Response: KCMO 738 Street Patch Concrete is an approved equal to base asphalt for crack repair..

7. Question: Will SS-1H TAC Oil from Vance Brothers be an acceptable substitute for UltraTack, Trackless Tack NTSS-1HM

Response: SS-1H TAC Oil is NOT an approved equal.

8. Question: Does the city want to retain any millings? If not, will a change order be acceptable if Petromat is found in the millings?

Response: The City would like to retain 5 truck loads of millings, to be delivered to the Parks facility at 909 S. Madison.

9. Question: Will there be special requirements for equipment used on the Thoroughfare. For example, Asphalt Transfer Machine, 9 tire rollers, 20K Ton Double Steel Rollers Etc.?

Response: No special requirements.

11. Clarification: What is the southern limit of Madison. Will they mill and overlay to the intersection or are they stopping north of it where there appears to be a change of pavement.

Response: The mill & overlay extends from Lucy Webb to the intersection of Hubach Hill.

12 Question: The 24" yellow, are you wanting that in preform tape or high build paint? MODOT does both. I am not sure which you are expecting.

Response: All striping is to be high build paint with type L glass beads.

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 March 22, 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: JM FAHEY CONSTRUCTION COMPANY

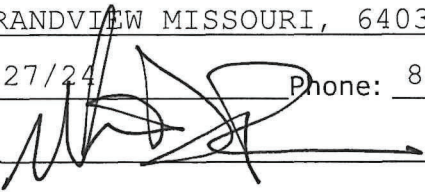
By: BILL RASH

Title: HEAD ESTIMATOR

Address: 408 HIGH GROVE ROAD

City, State, Zip: GRANDVIEW MISSOURI, 64030

Date: 3/27/24 Phone: 816-763-3010

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 5/13/2024

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Adoption of FY 2023-24 Salary and Step Chart

STRATEGIC PLAN GOAL / STRATEGY

Goal 4.2 Develop a High Quality Workforce (4.2.1, 4.2.3)

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3895
2. Exhibit 1 Salary Chart
3. Exhibit 2 Step Chart

BACKGROUND / JUSTIFICATION

The City Council budgeted for a compensation/classification study to be conducted in FY 2024. It has been fifteen years since the last study was completed. The McGrath Human Resources Group conducted this study for the City. The study was completed in March and

was extensively reviewed by Human Resources Director Shawn Aulgur, Assistant City Manager Ryan Murdock, and ultimately, City Manager Jim Feuerborn. The draft salary and step charts were presented to the City Council by the City Manager at the work session on April 22. They are now being presented for formal adoption and as an amendment to the FY2024 City of Raymore budget.

BILL 3895

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ADOPTING AN AMENDED FY 2024 SALARY AND STEP CHART."

WHEREAS, the City conducted a comprehensive review of employee salary ranges and steps utilizing comparable public organizations; and,

WHEREAS, as a result of this study, significant changes to the existing salary and step charts are recommended by the City Manager; and,

WHEREAS, these recommended changes will allow the City to be a municipal employer of choice in accordance with the City's Strategic Plan; and,

WHEREAS, the City Council desires to adopt the amended salary and step chart recommendations.

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

Section 1. The City Council hereby adopts the amended salary and step chart attached as Exhibits 1 and 2.

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

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 13TH DAY OF MAY, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 10TH DAY OF JUNE, 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

Fiscal Year 2023-24 COMP STUDY

Range	Minimum	Midpoint	Maximum		Title
D	\$16.17	\$18.75	\$22.28	Hourly	Currently no positions in this range
E	\$17.22	\$19.97	\$23.73	Hourly	Custodian/Maintenance Assistant Animal Shelter Attendant
F	\$18.34	\$21.27	\$25.29	Hourly	Accounting Assistant Parks & Recreation Assistant
G	\$19.53	\$22.65	\$26.94	Hourly	Building Maintenance Technician
H	\$20.80	\$24.12	\$28.67	Hourly	Parks Maintenance Technician Police Records Clerk Public Works Maintenance Technician
I	\$22.15	\$25.69	\$30.53	Hourly	Deputy City Clerk Municipal Court Clerk Permit Technician Administrative Assistant Crime Analyst and Records Technician Property & Evidence Technician
J	\$23.59	\$27.36	\$32.52	Hourly	Code Enforcement Officer Animal Control Officer Community Engagement Coordinator Help Desk Technician
K	\$25.12	\$29.13	\$34.62	Hourly	Payroll & Purchasing Specialist Utility Billing & Customer Service Specialist HR Benefit Specialist Communications Dispatcher Public Works Maintenance Specialist Parks Maintenance Specialist
L	\$26.75	\$31.03	\$36.91	Hourly	Building Inspector I Parks Crew Leader Police Officer Public Works Crew Leader
M	\$28.49	\$33.05	\$39.30	Hourly	IT Technician Recreation/Athletic Coordinator Public Works Crew Supervisor
N	\$30.33	\$35.19	\$41.83	Hourly	Building Inspector II Engineering Technician
Range	Minimum	Midpoint	Maximum		Title
O	\$32.31	\$37.47	\$44.54	Hourly Hourly Hourly	Dispatch Communications Supervisor Master Police Officer Stormwater/Discharge Specialist
	\$2,584.80	\$2,997.60	\$3,563.20	BI-Weekly BI-Weekly BI-Weekly	Assistant City Engineer (Graduate Level) Planner IT Specialist

BI-Weekly					Emergency Management Director
P	\$34.42	\$39.91	\$47.44	Hourly	Police Detective
	\$2,753.60	\$3,192.80	\$3,795.20	BI-Weekly BI-Weekly	Court Administrator City Clerk
Q	\$2,932.00	\$3,400.80	\$4,041.60	Bi-Weekly	GIS Coordinator Senior Planner Systems Administrator Senior Accountant Recreation Superintendent Parks Superintendent
R	\$41.41	\$48.03	\$57.09	Hourly	Police Sergeant
	\$3,312.80	\$3,842.40	\$4,567.20	Bi-Weekly Bi-Weekly	Building Official Assistant Director of Public Works
S	\$3,744.00	\$4,341.16	\$5,161.60	Bi-Weekly	Communications and Public Information Director Economic Development Director Police Lieutenant Assistant City Engineer
T	\$4,231.12	\$4,907.20	\$5,832.00	Bi-Weekly	Human Resources Director IT Director Police Captain
U	\$4,781.60	\$5,544.80	\$6,591.20	Bi-Weekly	Director of Community Development Finance Director Director of Parks and Recreation
V	\$5,092.80	\$5,905.60	\$7,020.80	Bi-Weekly	Chief of Police Public Works Director/City Engineer
W	\$5,423.20	\$6,289.58	\$7,476.80	Bi-Weekly	Assistant City Manager

City of Raymore
Fiscal Year 2023-24 COMP STUDY

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
D	\$16.17	\$16.57	\$16.98	\$17.40	\$17.84	\$18.29	\$18.75	\$19.22	\$19.70	\$20.19	\$20.69	\$21.21	\$21.74	\$22.28
E	\$17.22	\$17.65	\$18.09	\$18.54	\$19.00	\$19.48	\$19.97	\$20.47	\$20.98	\$21.50	\$22.04	\$22.59	\$23.15	\$23.73
F	\$18.34	\$18.80	\$19.27	\$19.75	\$20.24	\$20.75	\$21.27	\$21.80	\$22.35	\$22.91	\$23.48	\$24.07	\$24.67	\$25.29
G	\$19.53	\$20.02	\$20.52	\$21.03	\$21.56	\$22.10	\$22.65	\$23.22	\$23.80	\$24.40	\$25.01	\$25.64	\$26.28	\$26.94
H	\$20.80	\$21.32	\$21.85	\$22.40	\$22.96	\$23.53	\$24.12	\$24.72	\$25.34	\$25.97	\$26.62	\$27.29	\$27.97	\$28.67
I	\$22.15	\$22.70	\$23.27	\$23.85	\$24.45	\$25.06	\$25.69	\$26.33	\$26.99	\$27.66	\$28.35	\$29.06	\$29.79	\$30.53
J	\$23.59	\$24.18	\$24.78	\$25.40	\$26.04	\$26.69	\$27.36	\$28.04	\$28.74	\$29.46	\$30.20	\$30.96	\$31.73	\$32.52
K	\$25.12	\$25.75	\$26.39	\$27.05	\$27.73	\$28.42	\$29.13	\$29.86	\$30.61	\$31.38	\$32.16	\$32.96	\$33.78	\$34.62
L	\$26.75	\$27.42	\$28.11	\$28.81	\$29.53	\$30.27	\$31.03	\$31.81	\$32.61	\$33.43	\$34.27	\$35.13	\$36.01	\$36.91
M	\$28.49	\$29.20	\$29.93	\$30.68	\$31.45	\$32.24	\$33.05	\$33.88	\$34.73	\$35.60	\$36.49	\$37.40	\$38.34	\$39.30
N	\$30.33	\$31.09	\$31.87	\$32.67	\$33.49	\$34.33	\$35.19	\$36.07	\$36.97	\$37.89	\$38.84	\$39.81	\$40.81	\$41.83
O HOURLY	\$32.31	\$33.12	\$33.95	\$34.80	\$35.67	\$36.56	\$37.47	\$38.41	\$39.37	\$40.35	\$41.36	\$42.39	\$43.45	\$44.54
O BI-WEEKLY	\$2,584.80	\$2,649.60	\$2,716.00	\$2,784.00	\$2,853.60	\$2,924.80	\$2,997.60	\$3,072.80	\$3,149.60	\$3,228.00	\$3,308.80	\$3,391.20	\$3,476.00	\$3,563.20
P HOURLY	\$34.42	\$35.28	\$36.16	\$37.06	\$37.99	\$38.94	\$39.91	\$40.91	\$41.93	\$42.98	\$44.05	\$45.15	\$46.28	\$47.44
P BI-WEEKLY	\$2,753.60	\$2,822.40	\$2,892.80	\$2,964.80	\$3,039.20	\$3,115.20	\$3,192.80	\$3,272.80	\$3,354.40	\$3,438.40	\$3,524.00	\$3,612.00	\$3,702.40	\$3,795.20
Q	\$2,932.00	\$3,005.60	\$3,080.80	\$3,157.60	\$3,236.80	\$3,317.60	\$3,400.80	\$3,485.60	\$3,572.80	\$3,662.40	\$3,753.60	\$3,847.20	\$3,943.20	\$4,041.60
R HOURLY	\$41.41	\$42.45	\$43.51	\$44.60	\$45.72	\$46.86	\$48.03	\$49.23	\$50.46	\$51.72	\$53.01	\$54.34	\$55.70	\$57.09
R BI-WEEKLY	\$3,312.80	\$3,396.00	\$3,480.80	\$3,568.00	\$3,657.60	\$3,748.80	\$3,842.40	\$3,938.40	\$4,036.80	\$4,137.60	\$4,240.80	\$4,347.20	\$4,456.00	\$4,567.20
S	\$3,744.00	\$3,837.60	\$3,933.60	\$4,032.00	\$4,132.80	\$4,236.00	\$4,341.60	\$4,450.40	\$4,561.60	\$4,676.00	\$4,792.80	\$4,912.80	\$5,036.00	\$5,161.60
T	\$4,231.20	\$4,336.80	\$4,445.60	\$4,556.80	\$4,670.40	\$4,787.20	\$4,907.20	\$5,029.60	\$5,155.20	\$5,284.00	\$5,416.00	\$5,551.20	\$5,689.60	\$5,832.00
U	\$4,781.60	\$4,900.80	\$5,023.20	\$5,148.80	\$5,277.60	\$5,409.60	\$5,544.80	\$5,683.20	\$5,825.60	\$5,971.20	\$6,120.80	\$6,273.60	\$6,430.40	\$6,591.20
V	\$5,092.80	\$5,220.00	\$5,350.40	\$5,484.00	\$5,620.80	\$5,761.60	\$5,905.60	\$6,053.60	\$6,204.80	\$6,360.00	\$6,519.20	\$6,682.40	\$6,849.60	\$7,020.80
W	\$5,423.20	\$5,558.40	\$5,697.60	\$5,840.00	\$5,986.40	\$6,136.00	\$6,289.60	\$6,447.20	\$6,608.00	\$6,773.60	\$6,943.20	\$7,116.80	\$7,294.40	\$7,476.80

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, APRIL 22, 2024, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER RYAN MURDOCK, AND CITY STAFF.

A. Employee Salary and Step Chart

City Manager Jim Feuerborn presented the recommended salary and step charts. These charts are the result of the newly completed Compensation and Classification Study that was approved by the Council for this fiscal year. Mr. Feuerborn explained the elements of the charts. He stated the chart will come before Council for formal approval.

B. Other

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

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

A. New Council Agenda Software

City Clerk Erica Hill reviewed and provided training on the new agenda management software the City will be using for meeting materials for the Council, Boards, and Commissions.

B. Other

Councilmember Holman asked for staff to research a recognition program for outstanding acts in the community.

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

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

The work session of the Raymore City Council adjourned to Executive Session at 6:37 p.m.

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, JANUARY 23, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Clark, Manson, Mapes and Scott. Members Collier and Cooper are absent. Member Kies arrived at 6:06pm).

STAFF PRESENT: Director Musteen, Park Superintendent Rulo, Recreation and Facility Superintendent Brennon, Development Coordinator Mangum, and Office Assistant Naab.

1. Call to Order: Chairman Trautman called the meeting to order at 6:01 pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

5. Consent Agenda

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

A. Park Board Minutes
B. Park Board Minutes

November 14, 2023
December 12, 2023

Motion: Member Manson moved to approve the Park Board minutes of November 14, 2023 And December 12, 2023.
Member Clark seconded the motion.

Discussion:

Vote:	5 Aye	Member Clark	Aye
	0 Nay	Member Collier	Absent
	3 Absent	Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye
		Member Kies	Absent
		(Member Kies arrived at 6:06 pm.)	

6. Staff Reports

- Recreation Superintendent Brennon highlighted his written report. He noted the Valentine's Day Dance is on February 10, Spring sport registrations are open, And introduced Candice Mangum, Development Coordinator.
- Parks Superintendent Rulo highlighted his written report. He noted that his crew has been working on tree trimming and snow events. He has 4 of his employees plowing snow with the Public Works Department, leaving him and one other employee to maintain the sidewalks.
Director Musteen highlighted his written report. He highlighted that City Council approved the second reading of the Recreation Park Trail Rehabilitation and introduced Patrick Kies as the Ward 1 member. There will be a Park Board meeting on February 13, 2024 regarding

APPROVED: April 23, 2024 (7-0)

Contracts.

7. Unfinished Business - None

8. New Business - None

9. Board Elections

- A. Call for Nominees - Board Chair
 - 1. Member Clark nominates Steve Trautman for the Park Board Chair for 2024.
 - 2. Steve Trautman accepted the nomination.
- B. Motion and Vote for Board Chair

Motion: Member Manson motioned to accept Steve Trautman as Chairman for the Park Board for 2024.
Member Clark seconded the motion.

Discussion: None

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

- C. Call for Nominees - Board Vice-Chair
 - 1. Member Manson nominates Chris Scott for the Park Board Vice-Chair for 2024.
 - 2. Chris Scott accepts the nomination.
- D. Motion and Vote for Board Vice-Chair

Motion: Member Manson motioned to accept Chris Scott as Vice-Chair for the Park Board for 2024.

Discussion: None

Vote:	6 Aye	Member Clark	Aye
	0 Nay	Member Collier	Absent
	2 Absent	Member Cooper	Absent
	1 Abstain	Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye
		Member Kies	Abstain

9. Public Comments

10. Board Member Comments

Member Scott thanks the Board for his nomination and welcomed Coordinator Mangum to the Department.

Member Mapes was happy about the nominations to the Board and looks forward to Another year of work.

Member Clark extended a welcome to the new department member and new Board member.

Member Kies thanked everyone for being on the Board.

Member Manson is also happy with the Board nominations and the new Board member, as well as the new department staff.

Member Trautman welcomed the new Department member and the new Board member. He offered his thanks to the Park staff.

11. Adjournment

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

Discussion:

Vote:	6 Aye	Member Clark	Aye
	0 Nay	Member Collier	Absent
	2 Absent	Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Parks and Recreation Board adjourned at 6:17 pm

Respectfully submitted,

Greta Naab
Parks & Recreation Office Assistant

THE RAYMORE PARKS AND RECREATION BOARD MET IN SPECIAL SESSION TUESDAY, FEBRUARY 13, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

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

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

1. Call to Order: Chairman Trautman called the meeting to order at 6:27 pm.

2. Roll Call

3. Pledge of Allegiance

4.New Business

A. Sport Court - Raymore Activity Center

Action Item

Staff presented a purchase order for the direct purchase of the sport court floor in the expansion area of the Raymore Activity Center.

Motion: Member Manson moved to give authorization for the staff to proceed with the purchase order for a direct purchase order for the sport court flooring for the RAC addition.
Member Clark seconded the motion.

Discussion: None

Vote:	7 Aye	Member Clark	Aye
	0 Nay	Member Collier	Aye
	1 Absent	Member Cooper	Absent
		Member Kies	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

B. Partnership Authorization

Action Item

Staff requested authorization from the Park Board to negotiate terms of a partnership with Big Green Turf Management for landscaping projects in exchange for sponsorship opportunities.

Motion: Member Manson moved to give authorization to the Park Staff to negotiate a 3 year partnership with Big Green Turf management in exchange for fertilizer and landscaping needs.
Member Clark seconded the motion.

Discussion: None

Vote:	7 Aye	Member Clark	Aye
	0 Nay	Member Collier	Ayes
	1 Absent	Member Cooper	Absent
		Member Kies	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

5. Board Member Comments

Chairman Trautman announced Member Patrick Clark is resigning from the Park Board
Member Scott appreciated Member Clarks time on the Park Board.
Member Collier echoed Member Scott's sentiments regarding Member Clark's service on the Park Board and thanked the staff for having the parks looking good.
Member Kies thanked the Park Board and staff for welcoming him to the Park Board.
Member Mapes is excited to see the Big Green Turf partnership for the parks.
Member Manson thanked Member Clark for his service to the Park Board, thanked the staff for working on the partnership with local business.
Chairman Trautman gave a shout out to the City Council, the City Manager, and Park Staff working to help improve the Park Trails.
Member Clark offered thanks to the city for their support of Parks and Recreation.

6. Adjournment

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

Discussion: None

Vote:	7 Aye	Member Clark	Aye
	0 Nay	Member Collier	Aye
	1 Absent	Member Cooper	Absent
		Member Kies	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Parks and Recreation Board adjourned at 6:41 pm

Respectfully submitted,

Greta Naab
Parks & Recreation Office Assistant

THE RAYMORE PARKS AND RECREATION BOARD MET IN SPECIAL SESSION TUESDAY, MARCH 12, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Collier, Cooper, Kies, Manson, Mapes and Scott.

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

1. Call to Order: Chairman Trautman called the meeting to order at 6:48 pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearance

Melissa Harmer Raymore Communication Manager spoke about the Use Tax coming up on the April 2 ballot.

5. New Business

A. Centerview Detention Landscaping

Action Item

Staff presented a contract with MegaKC Corporation for landscaping and stormwater improvement services for the detention basins behind Centerview.

Motion: Member Manson moved to accept a contract to MegaKC Corporation for Landscaping and stormwater improvement services for the Centerview Detention Basins.
Member Cooper seconded the motion.

Discussion: None

Vote:	7 Aye	Member Collier	Aye
	0 Nay	Member Cooper	Aye
		Member Kies	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

B. Outdoor Pickleball and Basketball Courts

Action Item

Staff is presented a contract with McConnell and Associates for the construction of three pickleball courts at Recreation Park and one outdoor basketball court at Hawk Ridge Park.

Motion: Member Manson motioned to accept the contract for McConnell and Associates the construction of three pickleball courts at Recreation Park and one outdoor basketball court at Hawk Ridge Park.
Member Cooper seconded the motion.

APPROVED: April 23, 2024 (7-0)

Discussion: None

Vote:	7 Aye	Member Collier	Aye
	0 Nay	Member Cooper	Aye
		Member Kies	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

C. Budget Amendment - Outdoor Pickleball and Basketball Courts Action Item

Staff presented a budget amendment in the amount of \$2,072 for the construction of three pickleball courts at Recreation Park and one outdoor basketball court at Hawk Ridge Park.

Motion: Member Manson motioned to accept the Budget Amendment in the amount of \$2072.00 for the construction of the 3 pickleball courts at Recreation Park and the basketball court at Hawkridge Park.
Member Cooper seconded the motion.

Discussion: None

Vote:	7 Aye	Member Collier	Aye
	0 Nay	Member Cooper	Aye
		Member Kies	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

6. Board Member Comments

Member Kies is excited for the upcoming projects in the parks.

Member Collier noted that Question P is important to the upkeep of the parks

Member Manson says the use tax is worth looking at to help, as we need more employees for the parks.

Chairman Trautman asked that everyone do some research of the use tax as it will help the city with all of its amenities.

7. Adjournment

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

Discussion: None

Vote:	7 Aye	Member Collier	Aye
	0 Nay	Member Cooper	Aye
		Member Kies	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Parks and Recreation Board adjourned at 7:04 pm

Respectfully submitted,

Greta Naab
Parks & Recreation Office Assistant