

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, June 10, 2019

7:00 p.m.

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Presentations/Awards.

- State of the City Address - Mayor Turnbow

5. Personal Appearances.

- Harriet Lawrence - Chairwoman, Arts Commission
- Jeff Cherry - 58 Highway and Prairie Lane Intersection

6. Staff Reports.

- A. Status of Capital Improvements (pg 9)
- B. Development Services (pg 17)
- C. City Clerk, Fireworks applications (pg 23)
- D. City Clerk, 2019 Record Destruction (pg 25)
- E. Police/Emergency Management
- F. Monthly Court Report (pg 29)

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, he/she may so request.

- A. City Council Minutes, May 13, 2019 (pg 33)
- B. City Council Special Meeting Minutes, May 14, 2019 (pg 43)

C. Appointment of a City Councilmember to the License Tax Review Committee

Reference: - Resolution 19-25 (pg 45)

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

D. Appointment of Paul Bertolone to the Board of Adjustment

Reference: - Resolution 19-26 (pg 47)

Mayor Turnbow has appointed Paul Bertolone to the Board of Adjustment from the alternate position to fill the unexpired term of Michael Vinck. The appointment is now before the City Council for approval.

E. Reappointment of Ryan Supple to the Park Board

Reference: - Resolution 19-31 (pg 49)

Mayor Turnbow has reappointed Ryan Supple, Ward 1 representative, to the Parks and Recreation Board. The re-appointment is now before the City Council for approval.

F. Appointment of William Manson to the Park Board

Reference: - Resolution 19-32 (pg 51)

Mayor Turnbow has appointed William Manson, Ward 2 representative, to the Parks and Recreation Board to fill the expired term of Jennifer Cipolla. The appointment is now before the City Council for approval.

G. Appointment of Joshua Collier to the Park Board

Reference: - Resolution 19-33 (pg 53)

Mayor Turnbow has appointed Joshua Collier, Ward 4 representative, to the Parks and Recreation Board to fill the unexpired term of Jim Heath. The appointment is now before the City Council for approval.

H. Reappointment of Bryan Harris to the Park Board

Reference: - Resolution 19-34 (pg 55)

Mayor Turnbow has reappointed Bryan Harris, Ward 4 representative, to the Parks and Recreation Board. The re-appointment is now before the City Council for approval.

I. Appointment of Chanda Williamson to the Park Board

Reference: - Resolution 19-35 (pg 57)

Mayor Turnbow has appointed Chanda Williamson, an at-large representative, to the Parks and Recreation Board to fill the unexpired term of Michelle Hiles-Seimears. The appointment is now before the City Council for approval.

J. Reappointment of Paula Diaz to the Tree Board

Reference: - Resolution 19-29 (pg 59)

Mayor Turnbow has reappointed Paula Diaz to the Tree Board. The re-appointment is now before the City Council for approval.

K. Demolition of the Park House Facility Project - Acceptance and Final Payment

Reference: - Resolution 19-30 (pg 61)

The Director of Parks and Recreation has determined that the project has been satisfactorily completed in accordance with the project specifications.

9. Unfinished Business. Second Reading.

A. Memorial Park - Arboretum Playground Improvements

Reference: - Agenda Item Information Sheet (pg 65)
- Bill 3453 (pg 67)
- Playground proposal (pg 69)

Staff is presenting a proposal to replace and upgrade the playground equipment on the north side of the picnic shelter in the Arboretum.

- Parks and Recreation Board, 04/23/19: 7-0
- City Council, 05/13/19: Approved 8-0

B. Budget Amendment - Solid waste and recycling carts

Reference: - Agenda Item Information Sheet (pg 73)
- Bill 3455 (pg 75)

Based on approval of the previous agenda item, it is necessary to amend the FY19 Capital Budget for the purchase of solid waste and recycling carts for the City's solid waste disposal program.

- City Council, 05/13/19: Approved 8-0

10. New Business. First Reading.

A. Raymore Festival in the Park Memorandum of Understanding

Reference: - Agenda Item Information Sheet (pg 79)
- Resolution 19-27 (pg 81)
- Memorandum of Understanding (pg 82)

The Raymore Festival in the Park is an annual event held in Memorial Park. A memorandum of understanding is reviewed each year between the Parks and Recreation Board and the Festival Committee outlining the in-kind services and park usage. No substantial changes have been made to this year's Memorandum of Understanding. Following approval by the Parks and Recreation Board it must also be approved by the City Council.

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|---|
| <ul style="list-style-type: none">• Parks and Recreation Board, 04/23/19: Approved, 7-0 |
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B. Application for Alcohol in Parks Permit – Raymore Festival in the Park (Public Hearing)

Reference: - Agenda Item Information Sheet (pg 93)
- Resolution 19-28 (pg 95)
- Festival permit application (pg 97)

The Raymore Parks and Recreation Board has approved an application by Raymore Festival in the Park, Inc. for a permit to serve alcohol on Sept. 20 and 21 during the 2019 festival. The application is now before the City Council for approval. The memo outlines how and when alcohol will be served.

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| <ul style="list-style-type: none">• Parks and Recreation Board, 04/23/19: Approved, 7-0 |
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C. Vacation of Easement - The Good Ranch (public hearing)

Reference: - Agenda Item Information Sheet (pg 99)
- Bill 3456 (pg 101)
- Easement Map (pg 104)

Staff requests the vacation of four easements no longer needed for an abandoned sanitary sewer line, access road, and lift station located in The Good Ranch subdivision.

D. FY 2019 Budget Amendment - Meter Conversion Project

Reference: - Agenda Item Information Sheet (pg 107)
- Bill 3452 (pg 109)

This budget amendment will provide additional funds to complete the work as specified and provide a contingency amount for unforeseen conditions that may arise.

E. T.B. Hanna Station Improvements, Station House Renovation

Reference: - Agenda Item Information Sheet (pg 113)
- Bill 3457 (pg 115)
- Contract (pg 117)

Staff recommends the contract for the Station House Renovation project be awarded to RL Phillips Construction Inc. as part of the T.B. Hanna Station Improvements.

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| <ul style="list-style-type: none">• Parks and Recreation Board, 5/28/19: Approved 5-1 |
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F. Agreement with Raymore-Peculiar School District for SRO Services

Reference: - Agenda Item Information Sheet (pg 163)
- Bill 3460 (pg 165)
- Agreement (pg 167)

This agreement calls for the City of Raymore to provide School Resource Officer (SRO) services to the Raymore-Peculiar School District for schools within the Raymore City limits and the East Middle School located in the County during the 2019-2020 school year. The School District will provide reimbursement to the City for these services.

G. Award of Contract - Centerview AV Production System/Outdoor Speakers

Reference: - Agenda Item Information Sheet (pg 173)
- Bill 3461 (pg 175)
- Contract (pg 177)

Staff recommends the contract for the Centerview AV Production System/Outdoor Speakers be awarded to Kansas City Audio Video.

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

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 05/06/19 (pg 187)
 - City Council Work Session notes, 05/20/19 (pg 189)
 - Planning and Zoning Commission minutes, 05/07/19 (pg 191)
 - Planning and Zoning Commission minutes, 05/21/19 (pg 197)
 - Parks and Recreation Board Minutes, 04/23/19 (pg 205)
 - Parks and Recreation Board Minutes, 04/30/19 (pg 209)
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EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

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

Staff Reports

Status of Capital Improvements - Projects not yet started

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Parks & Recreation	Trail Lighting	2017	\$100,000	
Stormwater	Cul-de-sac Program	2017	\$100,000	
Buildings & Grounds	City Hall Exterior Painting	2019	\$47,000	
Parks & Recreation	T.B. Hanna Park Security Camera	2019	\$15,525	
Parks & Recreation	Memorial Park Arboretum Light Replacement	2019	\$26,000	
Transportation	Right of Way Infrastructure Repairs	2019	\$150,000	

Status of Capital Improvements - Projects in planning/bid stage

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Stormwater	Detention Pond Rehab/Beautification Partnership	2017	\$50,000	
Stormwater	City Hall Detention Pond	2017	\$80,000	
Stormwater	Municipal Center BMP's	2017	\$80,000	
Community Developm	GO Contingency/T.B. Hanna	2017	\$301,500	
Transportation	Lucy Webb Roundabout Additional Lighting	2018	\$12,000	
Community Developm	GO Project Support	2018	\$217,394	
Sanitary	Sanitary Sewer Inflow and Infiltration Reduction	2019	\$126,075	
Sanitary	Owen Good Force Main Repairs	2019	\$700,000	
Transportation	Annual Street Preservation Program	2019	\$800,000	
Transportation	Maintenance of Thoroughfare Routes	2019	\$200,000	
Parks & Recreation	Memorial Park Playground Improvements	2019	\$48,000	
Transportation	Shadowood Settlement Investigation	2019	\$30,000	
Sanitary	Harold Estates Sanitary Sewer Extension	2019	\$500,000	

Status of Capital Improvements - Projects under construction

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Parks & Recreation	Hawk Ridge Park Walking Trail - Lake Loop	2015	\$160,000	
Transportation	Construction of Sunset Lane Gap	2016	\$350,000	
Parks & Recreation	Hawk Ridge Park Phase (I-b) ADA Dock	2016	\$45,000	
Parks & Recreation	Hawk Ridge Park Phase (I-c) Restroom	2016	\$90,000	
Buildings & Grounds	Public Works Facility Roof Repair	2017	\$203,000	
Water	Sensus Meter Reading System	2017	\$150,000	
Community Developm	GO Hawk Ridge Park Support	2018	\$382,606	
Parks & Recreation	Recreation Park Picnic Pavilion	2018	\$210,000	
Water	Sensus Meter Reading System	2018	\$150,000	
Parks & Recreation	Hawk Ridge Park Security Cameras	2019	\$31,000	
Parks & Recreation	Recreation Park Ballfield Lights	2019	\$90,000	
Parks & Recreation	Recreation Park Pond	2019	\$150,000	
Buildings & Grounds	Municipal Circle Light Replacement	2019	\$50,000	
Buildings & Grounds	Parks Maintenance Facility Door Access System	2019	\$8,400	
Stormwater	Annual Curb Replacement Program	2019	\$200,000	
Transportation	Annual Curb Replacement Program	2019	\$400,000	
Water	Hydrant Replacement	2019	\$112,000	
Stormwater	Culvert Replacement	2019	\$35,000	

Status of Capital Improvements - Projects finished with major construction

Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Buildings & Grounds	City Hall Front Entry Repair	2017	\$242,000	
Buildings & Grounds	City Hall Lobby Modifications	2018	\$40,000	
Buildings & Grounds	City Hall LED Lighting Upgrades	2018	\$13,250	
Buildings & Grounds	Public Works LED Lighting Upgrades	2018	\$10,500	
Stormwater	North Washington Street Culvert Replacement	2018	\$33,000	
Stormwater	Stormwater Culvert Replacement	2018	\$28,000	
Sanitary	Sanitary Sewer Inflow and Infiltration Reduction	2018	\$123,000	
Stormwater	Permeable Pavers Crosswalks	2018	\$176,685	
Parks & Recreation	Recreation Park Pedestrian Bridge Replacements	2018	\$55,000	
Sanitary	Evan Brook Sewer Repair	2019	\$18,000	
Parks & Recreation	Projector and Screen Raymore Activity Center	2019	\$13,200	

Status of Capital Improvements - Projects finalized out and accepted by City Council						
Category	Project	Fiscal Year	Budget Amount	Total Expenditure	Remaining Funds	Additional Notes
Buildings & Grounds	City Hall Lower Level Fire Suppression Modification	2016	\$45,000		N/A	N/A Recommend reprogramming as staff further investigates additional record storage alternatives
Buildings & Grounds	Police Firing Range	2016	\$46,842		N/A	N/A Jan. 28, 2019 Moved to the Restricted Revenue Fund for future lease expenses
Parks & Recreation	Ward Park Shelter Facility	2017	\$6,500	\$2,647	\$3,853	Completed in-house, final acceptance not required; proj 289
Parks & Recreation	Raymore Arboretum	2017	\$10,000	\$7,875	\$2,125	Completed in-house, final acceptance not required; proj 300
Buildings & Grounds	City Hall Phone System	2017	\$45,000	\$46,147	-\$1,147	Accepted Oct, 8, 2018
Stormwater	FY17 Stormwater Improvements	2017	\$74,000	\$77,691	-\$3,691	Resolution 18-32 June 11, 2018; proj 278
Sanitary	Silvertop Sewer Replacement	2017	\$69,247	\$60,062	\$9,185	Bill 3299 9/26/17 increased budget by \$9,247. Resolution 18-50 Sept 24, 2018; proj 274
Buildings & Grounds	Security Cameras at Parks & Public Works	2017	\$35,000	\$32,059	\$2,941	proj 280
Buildings & Grounds	Internet and Public Wifi in the Parks	2017	\$33,500	\$15,312	\$18,188	proj 297
Transportation	Annual Curb Replacement Program	2018	\$400,000	\$398,954	\$1,046	proj 294
Stormwater	Annual Curb Replacement Program	2018	\$100,000	\$100,000	\$0	proj 294
Parks & Recreation	Recreation Park Pedestrian Safety E	2018	\$100,000	\$100,412	-\$412	Resolution 18-65, Oct. 22, 2018; proj 291
Transportation	Annual Sidewalk Program	2018	\$117,000	\$92,786	\$24,214	Resolution 19-06, Jan. 28, 2019; proj 310
Sanitary	Owen Good Overflow Valve Replace	2018	\$30,000	\$29,899	\$101	Resolution 19-09 Feb 11, 2019; proj 312; C/O 1 of \$2,916 paid from Fund 50 so project didn't go over. Actual project cost \$32,814.60
Sanitary	Lift Station Emergency Generators	2018	\$94,500	\$64,793	\$29,707	Purchased through the MARC Regional Purchasing Cooperative
Stormwater	Annual Curb Replacement Program	2018	\$100,000			Resolution 18-70, Nov 26,2018
Transportation	Annual Curb Replacement Program	2018	\$400,000			Resolution 18-70, Nov 26,2019
Transportation	Annual Street Preservation Program	2018	\$800,000			Resolution 19-22, May 13, 2019
Transportation	Maintenance of Thoroughfare Routes	2018	\$125,000			Resolution 19-22, May 13, 2020

Status of Capital Improvements - Projects finalized out and accepted by City Council

Category	Project	Fiscal Year	Budget Amount	Total Expenditure	Remaining Funds	Additional Notes
Water	Star Drive Water Main	2019	\$53,000	\$28,909	\$24,091	Completed as an emergency repair, site resoration still to be completed. PO19-9643; proj 324
Stormwater	Storm/Sanitary Sewer Camera	2019	\$110,000	\$108,830	\$1,170	split 50/50 between fund 46 & fund 54
Buildings & Grounds	Building Door Access System	2019	\$36,000	\$42,074	-\$6,074	PO 19-9651
Transportation	Hubach Hill Road Street Light	2018	\$8,000			
Transportation	Johnston Drive Street Light	2018	\$8,000			
Transportation	Street Light Installation	2018	\$15,000			163rd & Creekmoor Clubhouse

Status of Capital Improvements - Projects finalized out and accepted by City Council											
Category	Project	Fiscal Year	Bond Amount	GO Premium Applied	GO Interest Earnings	Capital Funds Applied	Total Funding Available	Total Expenditure	Remaining Funds	Additional Notes	
Parks GO Bond	Centerview	2017	\$1,500,000	\$200,000		\$1,815,250	\$3,515,250	\$3,611,409	-\$96,159	proj 227	
Parks GO Bond	Activity Center at Recreation Park	2017	\$2,843,000	\$109,573	\$115,118	\$278,758	\$3,346,449			proj 229	
Parks GO Bond	Hawk Ridge Park Additional Signage	2017	\$85,000	\$198,227			\$283,227			proj 253	
Parks GO Bond	Hawk Ridge Park Amphitheater	2017	\$675,100				\$675,100			proj 253	
Parks GO Bond	Hawk Ridge Park Parking Lot Expansion & ADA Playground	2017	\$700,000				\$700,000			proj 253	
Parks GO Bond	Recreation Park Trail Rehabilitation	2017	\$55,000				\$55,000	\$55,000		proj 237-205	
Parks GO Bond	T.B. Hanna Station Amenities	2017	\$600,000			\$301,500	\$901,500				
Transportation GO Bond	Foxridge Drive	2016	\$700,000				\$700,000	\$701,110	-\$1,110	proj 249	
Transportation GO Bond	Johnston Drive	2016	\$350,000	\$80,000		\$54,750	\$484,750	\$437,538	\$47,212	proj 243	
Transportation GO Bond	Kentucky Construction	2016	\$700,000	\$199,669	\$22,160		\$921,829	\$67,851	\$853,978	proj 242	
Transportation GO Bond	58 Highway Overlay	2016	\$1,400,000				\$1,400,000	\$1,335,604	\$64,396	proj 245	



MONTHLY REPORT MAY 2019

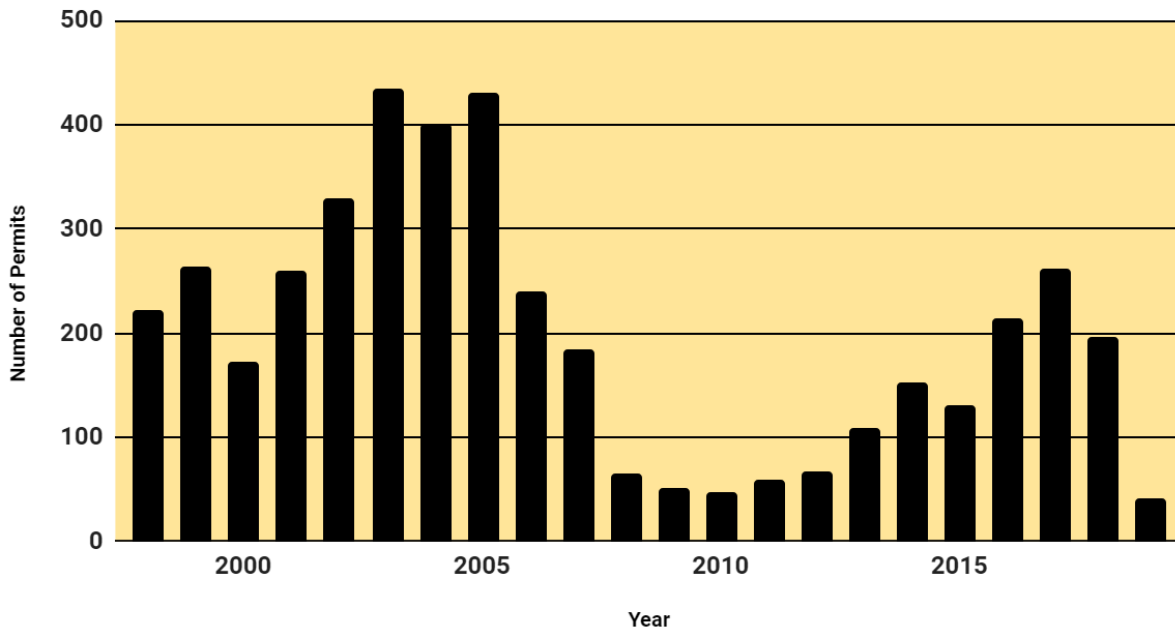
Building Permit Activity

Type of Permit	May 2019	2019 YTD	2018 YTD	2018 Total
Detached Single-Family Residential	7	42	68	153
Attached Single-Family Residential	0	0	38	44
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	73	265	248	604
Commercial - New, Additions, Alterations	2	11	6	17
Sign Permits	3	17	23	63
Inspections	May 2019	2019 YTD	2018 YTD	2018 Total
Total # of Inspections	345	1,500	2,481	5,947
Valuation	May 2019	2019 YTD	2018 YTD	2018 Total
Total Residential Permit Valuation	\$1,838,200	\$10,241,900	\$21,085,900	\$41,964,900
Total Commercial Permit Valuation	\$102,000	\$1,774,300	\$2,914,400	\$5,222,550

Additional Building Activity:

- Construction continues on the new self-storage facility at 308 E. Walnut Street.
- Construction work continues on the shelter, boardwalk and amphitheater at Hawk Ridge Park.
- A temporary Certificate of Occupancy was issued for the expansion to Brightside Day Care facility at 845 E. Walnut Street.
- Construction work has commenced for a tenant finish for Athletico Physical Therapy to locate at 2007 W. Foxwood Drive Suite D.
- Construction has commenced on the expansion to Benton House of Raymore
- Interior renovation work continues on Freedom Stop convenience store

Single Family Building Permits



Code Enforcement Activity

Code Activity	May 2019	2019 YTD	2018 YTD	2018 Total
Code Enforcement Cases Opened	85	178	175	461
<i>Notices Mailed</i>				
-Tall Grass/Weeds	41	45	42	147
- Inoperable Vehicles	11	22	21	54
- Junk/Trash/Debris in Yard	13	39	44	96
- Object placed in right-of-way	0	1	7	26
- Parking of vehicles in front yard	1	6	17	36
- Exterior home maintenance	2	5	19	35
- Other (trash at curb early; signs; etc)	0	2	11	38
Properties mowed by City Contractor	13	13	7	56
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	2	4	0	0
Signs in right-of-way removed	56	91	213	473
Violations abated by Code Officer	17	26	32	60

Development Activity

Current Projects

- Lofts at Foxridge Amended Site Plan
- Conway Place Rezoning and Preliminary Development Plan
- Foxridge Business Park Final Plat (southwest corner of 58 Hwy & Fox Ridge Drive)
- HyVee Fast and Fresh Store Conditional Use Permit and Site Plan - (southwest corner of 58 Hwy & Fox Ridge Drive)

	As of May 31, 2019	As of May 31, 2018	As of May 31, 2017
Homes currently under construction	129	221	239
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	382	439	554
Total number of dwelling units in City	8,587	8,365	8,045

Actions of Boards, Commission, and City Council

City Council

May 6, 2019 Work Session

- Development Services staff discussed issues surrounding recent shifts in developer and builder interest in residential development in Raymore.

May 13, 2019

- Approved the Dean Commercial Preliminary Plat

Planning and Zoning Commission

May 7, 2019

- Recommended approval of the Dean Commercial Preliminary Plat.

May 21, 2019

- Motion to recommend approval of the 30th amendment to the Unified Development Code (keeping of fowl on residential lots) failed 4-3-0 as a majority vote of all Commissioners is required for a motion to pass. The 30th amendment proceeds to the City Council with no recommendation from the Commission

Upcoming Meetings – June & July

June 4, 2019 Planning and Zoning Commission

- Lofts at Foxridge Amended Site Plan
- Annual Review of the Unified Development Code

June 10, 2019 City Council

- 1st reading - Good Ranch utility easement vacation (public hearing)

June 18, 2019 Planning and Zoning Commission

- Conway Place rezoning and Preliminary Development Plan (public hearing)
- Conway Place PUD Final Plat
- Edgewater at Creekmoor 7th Final Plat

June 24, 2019 City Council

- 1st reading - UDC 30th amendment backyard fowl - (public hearing)
- 1st reading - Chapter 205: Animal Control Code amendment - backyard fowl - (public hearing)
- 1st reading - Conway Place rezoning (public hearing)
- Resolution - Conway Place preliminary development plan (public hearing)
- 1st reading - Conway Place PUD Final Plat
- 1st reading - Edgewater at Creekmoor 7th Final Plat
- 2nd reading - Good Ranch utility easement vacation

July 2, 2019 Planning and Zoning Commission

- Foxridge Business Park Final Plat
- HyVee Conditional Use Permit - gas station (public hearing)
- HyVee Fast and Fresh store site plan

July 8, 2019 City Council

- 1st reading - Foxridge Business Park Final Plat
- 1st reading - HyVee Conditional Use Permit - gas station (public hearing)
- 2nd reading - UDC 30th amendment backyard fowl

- 2nd reading - Chapter 205: Animal Control Code amendment
- 2nd reading - Conway Place rezoning
- 2nd reading - Edgewater at Creekmoor 7th Final Plat
- 2nd reading - Conway Place PUD Final Plat

July 16, 2019 Planning and Zoning Commission

- No applications currently filed

July 22, 2019 City Council

- 2nd reading - Foxridge Business Park Final Plat
- 2nd reading - HyVee Conditional Use Permit - gas station (public hearing)

Department Activities

- Director Jim Cadoret and Associate Planner David Gress met with the Communities for All Ages Task Force members to discuss progress made since the Master Plan was adopted in 2017 and to discuss future projects that are planned.
- Building Official Jon Woerner worked with representatives of the South Metropolitan Fire Protection District to commence inspections of buildings and tenant spaces within the Willowind Shopping Center. City Code authorizes inspections to occur every five years to determine compliance with building and fire safety codes.
- Associate Planner David Gress participated in the Mid-America Regional Council Solid Waste Management District Board meeting.
- Building Official Jon Woerner completed the HVAC Compliance Training course.
- Director Jim Cadoret attended policy training on Fair Housing Accessibility laws.
- Raymore hosted a meeting sponsored by the U.S. Census Bureau of Cass County communities regarding preparation work necessary for the upcoming 2020 Census.
- The U.S. Census Bureau released a new population estimate for the City of Raymore of 21,784. This is a 3% increase in population in the last year.
- Director Jim Cadoret and Associate Planner David Gress, along with Task Force members Vince and Annette Como, participated in the Communities for All Ages site visit to Hobby Hill Park in Gladstone. The new city park is a great example of an intergenerational park with amenities that accommodate visitors of all ages.

GIS Activities

- Troubleshooting of custom geoprocessing tasks after enforcement of TLS
- 1.2 Optimization of disk space and removal/update of outdated server components
- Pre-implementation checklist for management of enterprise data by new desktop and mobile clients. Update of sewer data (points, lines & database topology) to specification.
- Distribution of (LiDAR) data specification & exercise using ReCAP workflow to convert LAS files to RCS or RCP for creation of Civil3D site surfaces
- Review of changes to statistical geography ahead of next US Census proposed by Marc as part of the 2020 State Redistricting Program.
- Preparation of data for submission for US Census New Construction Program
- Analysis/data/map/reporting delivered as requested for asset replacement & new contract bidding
- Site map updates supporting recreation programming & events
- Registration of ArcGIS Server items in Portal, a component of Enterprise providing users an environment to create/share maps, scenes, apps, and geospatial information internally
- AGO API script to report consumption regularly for evaluation of hosted services



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: 06/10/2019

SUBMITTED BY: Jeanie Woerner

DEPARTMENT: City Clerk

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

TITLE / ISSUE / REQUEST

Information only-Fireworks applications

STRATEGIC PLAN GOAL/STRATEGY

Goal 3.3-Cultivate a Climate for Prosperous Business Growth and Development

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Section 215.030 (Fireworks) of the City Code states, "No person or entity shall sell or display for sale any fireworks within the corporate limits of this City without first obtaining a permit from the City for such sale or display." This Section further states that permits shall be approved by the City Clerk and also that each location shall be inspected by the Fire Marshall and the Code Enforcement Officer. After inspection and approval, the City Clerk will issue a fireworks permit to each location. The sale of fireworks is from 10 a.m. to 10 p.m., June 28 through July 4. The discharge of fireworks is 10 a.m. to 10 p.m. July 1-3 and 10 a.m. to 12:00 midnight July 4.

The City Clerk has received 6 applications for different areas throughout the City. These applications meet the requirements as outlined in City Code. Issuance of the permits will be upon successful inspections before the beginning of sales. The applicant's names and tent locations are listed below.

GPS Investment-St. Paul's United Methodist Church, 1111 Foxwood Dr. (west of the church property)

Beacon of Hope Church-Willowind Shopping Center (west center parking lot of the property)

Mackey Fireworks-Pine Street Center, 58 Hwy & Pine St. (south of El Dorado restaurant)

TNT Fireworks-Sam's Club, 141 N. Dean Ave. (pull tab vending inside the store)
(storage/retrieval container is located at the southwest portion of the parking lot)

TNT Fireworks-2015 W. Foxwood Dr. (Wal-Mart, northwest portion of the northern property)

Shocker Fireworks-715 W. Foxwood Dr. (East of Gulf Express, 58 Hwy/Sunset Ln)



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 10, 2019

SUBMITTED BY: Jeanie Woerner

DEPARTMENT: City Clerk

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

TITLE / ISSUE / REQUEST

destruction of records-information only

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.1.3-Continuously improve the City's governance processes

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Exhibit A

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Missouri Secretary of State oversees document retention in Missouri's political subdivisions. According to the Missouri Records Retention Manual published by that office, certain records need only be retained for limited periods of time, at which point they can be destroyed. Storage space is limited making it necessary to destroy records that have met the life of their retention.

Each City department reviewed the manual and provided the City Clerk's office with a list of documents that could be destroyed. That list is attached to this memo as Exhibit A.

Following the destruction of the records, the manual states that "the disposition of records should be recorded in a document such as the minutes of the city council or other legally constituted authority that has permanent record status. The record should include the description and quantity of each record series disposed of, manner of destruction, inclusive dates covered and the date which destruction was accomplished."

Staff witnessed the shredding destruction on June 6, 2019 in accordance with the practice outlined by the Secretary of State's office above. Exhibit A of this memo, serves as the permanent record and shall be attached to the City Council minutes for this meeting.

Record Destruction 2019 Exhibit A

Accounts Payable

149	FY 13 VISAS 11/28/12 - 02/28/13
150	FY 13 VISAS 03/28/13 - 06/28/13
151	FY 13 VISAS 07/26/13 -10/28/13
152	FY 13 AP MEMOS - VOIDED CHECKS - AP A - BL
153	FY 13 AP BM - E
154	FY 13 AP F - J
155	FY 13 AP K - M MISC
156	FY 13 AP MA - P
157	FY 13 AP Q - T MISC
158	FY 13 AP TA - Z

Building Inspections

DS - 1	Inspection Logs, Mud Deposits (2005-May 2013)
DS - 2	Deck, Fence, Roof, Additions - "G" Permits (2003-May 2013)

City Clerk

2019-001	miscellaneous legal files from attorney, misc insurance files, 2015 publication affidavits, 2015 sunshine requests, 2015 open record requests
2019-002	2012-2015 training & travel documentation
2019-003	2008-2010 open record requests

Court

CT19-1	2013 Financials Jan-March
CT19-2	2013 Financials April-June
CT19-3	2013 Financials July-Sept
CT19-4	2013 Financials Oct-Dec
CT19-5	2015 Closed Warrants NP-due to age of case
CT19-6	SIS/SES - 2013 3 yr W, 2011 3 yr holds, 2002 12 yr holds
CT19-7	2006 12 yr Warrants A-S
CT19-8	2006 12 yr Warrants T-Z 2004 12 yr holds 2013 void ticket, bonds & evidence sheets SIS/SES -- 2013 3 yr W, 3 yr holds, 12 yr holds
CT18-39	criminal history's-did not get shred last year

Finance

RFP 5	2005 - 2006 skate park equipment, telephone system, vhf repeater, water system disposed assets 2005
RFP 7	2006 - 2007 baseball field, bobcat equipment, bond counsel, classification & compensatioin, water rate study, city hall concrete, city hall roof, city lift station const. consultant

- RFP 8 2006 - 2007 dump truck equipment, dean ave eng consultant, hubach hill upgrade eng, madison st design eng, lucywebb/smadison design eng, facilitation service request, front end & wing desk mowers, inflow and infiltration design
- RFP 9 2006 - 2007 inflow and infiltration, mowing services, munic. parking lot seal, newspaper, propane supply, police dept consulting services, rec park parking lot and loop trail design build, rec park excavating services, rec park parking lot
- RFP 10 2006 - 2007 rec park trail design services, sewer jet easement, sign maker equip., stainless steel spreader, storm water improv. eng, t-shirts, tennis/basketball resurface, lowboy trailer, trash removal, trash/debris removal, uniforms, utility office roof repair, vehicle maintenance, waste water master plan update

Human Resources

- HR-1 old applications/fmla expired paperwork/non-hired police applicant background checks; misc former employee file purged paperwork; misc hr benefits info
- HR-2 misc former employee files purged paperwork (w-4s, benefits, old time sheets, w-4s, direct deposits, etc); random old drug tests

Parks & Recreation

- PK-01 payments vouchers/reservation receipts
- PK-02 sports registrations w/signatures
- PK-04 sport invoice receipts/sports receipts
- PK 23 2014 financial paperwork, sports time sheets, background checks, mud run registrations

Police

- PD-1 DOR printouts / report request forms / duplicates
- PD-2 DOR printouts / report request forms / duplicates
- PD-3 DOR printouts / report request forms / duplicates
- PD-4 DOR printouts / report request forms / duplicates
- PD-5 DOR printouts / report request forms / duplicates
- PD-6 DOR printouts / report request forms / duplicates
- PD-9 2011/2012 UCR reports property release forms prior to 2002
- PD-7 YQ/YR 2017 Jan-June
- PD-9 YQ/YR 2017 July-December

Public Works

- PW 0030 PW FY2014 purchase orders
- PW 0031 PW 2014 daily work logs
- PW 0032 PW-2013-14 Budget, 2012-13 Budget, 2014 Misc, 2013-14 Budet Prep, 2014 Benefits, 2014 Finals, 2014 Sidewalk insp, 2014 DW insp, 2014 Tap Sheets
- PW 0033 PW 2014 Locates

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

Reporting Period:		
May	2019	Court activity occurred in reporting period: Yes
Clerk's Physical Address:		Mailing Address:
100 Municipal Circle Raymore, MO 64083		100 Municipal Circle Raymore, MO 64083
Telephone Number:		Vendor
(816) 331-1712		Incode (Tyler Technologies)
Prepared by:		Prepared by E-mail Address:
Donna Furr-Court Administrator		donna.r.furr@courts.mo.gov
		Municipal Judge(s) Active During Reporting Period:
		Ross Nigro

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	43	1,265	645
B. Cases (citations / informations) filed	9	208	47
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	0
3. court / bench trial - NOT GUILTY	0	2	1
4. plea of GUILTY in court	0	0	1
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	3	182	26
6. dismissed by court	0	32	3
7. nolle prosequi	0	17	3
8. certified for jury trial (not heard in the Municipal Division)	0	19	14
9. TOTAL CASE DISPOSITIONS	3	252	48
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	49	1,221	644
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	63	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	105	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,377		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$21,508.50
Clerk Fee – Excess Revenue	\$2,015.26
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$62.53
Bond forfeitures (paid to city) – Excess Revenue	\$487.00
Total Excess Revenue	\$24,073.29
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$9,139.60
Clerk Fee – Other	\$653.64
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$224.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,597.12
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$20.35
Law Enforcement Training (LET) Fund surcharge	\$444.81
Domestic Violence Shelter surcharge	\$896.00
Inmate Prisoner Detainee Security Fund surcharge	\$444.79
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$1,071.00
Total Other Revenue	\$14,491.31
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, witness fees, and board bill/jail costs.	
DUI	\$300.00
Total Other Disbursements	\$300.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$38,864.60
Bond Refunds	\$614.50
Total Disbursements	\$39,479.10

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, MAY 13, 2019 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, AND CITY STAFF MEMBERS.

1. Call To Order. Mayor Pro Tem Holman called the regular meeting to order at 7:00 p.m.

2. Roll Call. City Clerk Jeanie Woerner called roll; quorum present to conduct business. Mayor Turnbow Absent.

3. Pledge of Allegiance.

4. Presentations/Awards.

Mayor Pro Tem Holman presented proclamations to Chief of Police Jan Zimmerman and members of the Police Department recognizing National Police Week, and to Public Works Director Mike Krass recognizing Public Works Week.

5. Personal Appearances.

6. Staff Reports.

Development Services Jim Cadoret provided a review of the staff report included in the Council packet and reviewed upcoming agenda items for the Planning and Zoning Commission.

Chief of Police Jan Zimmerman provided a review of Resolution 19-23 on the Consent Agenda. South Metropolitan Fire Protection District is providing \$42,500 in financial support for the City's mobile communication vehicle for radio and dispatch equipment. She recognized Chief Stevens in attendance at this meeting and provided a visual of the vehicle. She answered general questions from Council.

Chief Stevens spoke in favor of the partnership with the City and presented a check in the amount of \$42,500 to the City. He announced the district has been issued an Insurance Service Office (ISO) rating of 1.

City Manager Jim Feuerborn review agenda items for the May 20, 2019 City Council work session and announced no regular meeting will be held on May 27, 2019 due to Memorial Day holiday. He announced a special meeting has been posted for May 14 to discuss disposition of the contract with Jim's Disposal Service.

7. Committee Reports.

8. Consent Agenda.

- A. City Council Minutes, April 22, 2019**
- B. City Council Special Meeting Minutes, April 29, 2019**
- C. Resolution 19-21, Raymore Activity Center Projector/Screen Installation - Acceptance and Final Payment**
- D. Resolution 19-23, Acceptance of South Metropolitan Fire District Contribution for Command Vehicle**
- E. Resolution 19-22, 2018 Street Preservation Project - Acceptance and Final Payment**

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

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

9. Unfinished Business. Second Readings.

A. Purchase of Two Portable Lift Station Emergency Generators

BILL 3441: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI ESTABLISHING AN AGREEMENT FOR THE PURCHASE OF TWO (2) LIFT STATION EMERGENCY GENERATORS."

City Clerk Jeanie Woerner conducted the second reading of Bill 3441 by title only.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to approve the second reading of Bill 3441 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3441 as **Raymore City Ordinance 2019-034.**

B. Award of Contract - Jefferson Street Culvert Replacement

BILL 3446: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION, LLC. FOR THE JEFFERSON STREET CULVERT REPLACEMENT, CITY PROJECT NUMBER 19-329-201, IN THE AMOUNT OF \$33,552 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the second reading of Bill 3446 by title only.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to approve the second reading of Bill 3446 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3446 as **Raymore City Ordinance 2019-035.**

C. Award of Contract - Fire Hydrant Replacement

BILL 3447: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH J&N UTILITIES, INC. FOR FIRE HYDRANT REPLACEMENT, CITY PROJECT NUMBER 19-328-201, IN THE AMOUNT OF \$95,405 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the second reading of Bill 3447 by title only.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to approve the second reading of Bill 3447 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Jacobson Aye
Councilmember Townsend Aye

Mayor Turnbow announced the motion carried and declared Bill 3447 as **Raymore City Ordinance 2019-036.**

D. Award of Contract 2019 Curb Project

BILL 3451: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION, INC. FOR THE 2019 CURB PROJECT, CITY PROJECT NUMBER 19-327-201, IN THE AMOUNT OF \$384,832 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the second reading of Bill 3451 by title only.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to approve the second reading of Bill 3451 by title only.

DISCUSSION: Councilmember Abdelgawad stated this project came in well under budget. She asked if the remaining funds could be considered to address additional curb repairs.

City Manager Jim Feuerborn stated staff would be bringing forth a proposed program at an upcoming work session.

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Jacobson Aye
Councilmember Townsend Aye

Mayor Turnbow announced the motion carried and declared Bill 3451 as **Raymore City Ordinance 2019-037.**

10. New Business. First Readings.

A. Liquor License Renewals (public hearing)

Mayor Pro Tem Holman opened the public hearing at 7:22 p.m. and asked for a staff report.

City Clerk Jeanie Woerner stated applications for renewal of liquor licenses are required to be filed with the City Clerk on or before May 1 as provided for in City Code Section 600.050(E). At the request of the owner of Freedom Plaza, 505 E. Walnut, their application has been removed from consideration for renewal. The remaining applications that were published on the agenda and were advertised, are the subject of this public hearing for the 2019-2020 license year running July 1-June 30. The businesses have met City Code requirements and approval by a majority of the City Council is required. Approval to obtain a license from the City is contingent on approval of the liquor license from the State of Missouri. Representatives of the businesses are in attendance should Council have questions. As outlined in City Code section 600.090(C), any person providing testimony pertaining to the liquor license applications will be sworn to tell the truth by the City Clerk and will be entered into the record.

Mayor Pro Tem Holman opened the floor for public comment and hearing none, closed the public hearing at 7:26 p.m.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to approve the renewal of the liquor licenses submitted for the 2019-2020 license year with the exception of Freedom Plaza, 505 E. Walnut.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

B. Dean Commercial Preliminary Plat (public hearing)

RESOLUTION 19-24: "A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE DEAN COMMERCIAL PRELIMINARY PLAT, LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 46 NORTH, RANGE 32 WEST, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the reading of Resolution 19-24 by title only.

May 13, 2019 minutes

Mayor Pro Tem Holman opened the public hearing at 7:27 p.m. and asked for a staff report.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Steve Warger, representing B & M Dean Family Farm, LLC, is requesting approval of the Dean Commercial Preliminary Plat, an 11-lot commercial subdivision located on the southwest corner of Fox Ridge Drive and 58 Highway. This public hearing was advertised in *The Journal*, and he asked for the notices mailed to the adjoining property owner, notice of publication, Unified Development Code (UDC), application, Growth Management Plan (GMP) and staff report be entered into the record. A Good Neighbor meeting was held on December 5, 2018 with four residents in attendance who asked general questions. He reviewed the traffic study results and future improvements that may be required. The Planning and Zoning Commission voted 6-0 at the May 7, 2019 meeting to accept the staff proposed findings of fact, and three conditions outlined in the staff report, and forward to the City Council with a recommendation of approval. He answered general questions from Council.

Steve Warger, Renaissance Infrastructure Consulting, 5015 NW Canal St., Riverside, MO stated he is representing the developer and offered to answer any questions.

Mayor Pro Tem Holman opened the floor for public comment and hearing none, closed the public hearing at 7:34 p.m.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to approve the reading of Resolution 19-24 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

C. Memorial Park - Arboretum Playground Improvements

BILL 3453: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI APPROVING AN AGREEMENT WITH FRY AND ASSOCIATES, INC. IN THE AMOUNT OF \$42,566.36 TO PROVIDE AND INSTALL PLAY EQUIPMENT AT MEMORIAL PARK AND AUTHORIZING THE CITY MANAGER TO MAKE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the first reading of Bill 3453 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. Budgeted in the 2019 Capital Improvements Program, is the replacement of and upgrade to the playground equipment on the north side of the picnic shelter in the Arboretum which some of the equipment is over 25 years old. He answered general questions from Council.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to approve the first reading of Bill 3453 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

D. Award of Contract - Wastequip for solid waste and recycling carts (emergency reading)

BILL 3454: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WASTEQUIP IN THE AMOUNT OF \$795,246.23 FOR THE FABRICATION AND DELIVERY OF SOLID WASTE AND RECYCLING CONTAINERS AND TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the first reading of Bill 3454 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. In order to facilitate the fabrication of these containers to meet the City's solid waste and recycling program, staff is requesting Bill 3454 be declared as an emergency. If approved, the following agenda item is a budget amendment to allow for this purchase. Mr. Ekey and Mr. Feuerborn answered general questions from Council.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to approve the first reading of Bill 3454 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye

Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

Mayor Pro Tem Holman declared Bill 3454 as an emergency and called for the second reading in its entirety. City Clerk Jeanie Woerner conducted the second reading of Bill 3454 in its entirety.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to approve the second reading of Bill 3454 in its entirety.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Pro Tem Holman announced the motion carried and declared Bill 3454 as **Raymore City Ordinance 2019-038**.

E. Budget Amendment - Solid Waste and Recycling Carts

BILL 3455: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET."

City Clerk Jeanie Woerner conducted the first reading of Bill 3455 by title only.

Assistant City Manager Mike Ekey stated based on approval of the previous agenda item, it is necessary to use funds from the Building and Equipment Replacement Program Fund and amend the FY19 Capital Budget for the purchase of solid waste and recycling carts for the City's disposal program. He answered questions from Council.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to approve the first reading of Bill 3455 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye

Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

11. Public Comments.

12. Mayor/Council Communication.

Councilmembers recognized the Police and Public Works Departments for receiving proclamations, thanked South Metropolitan Fire Protection District for the monetary contribution towards the command vehicle's radio equipment, and recognized Councilmember Holman for serving as Mayor Pro Tem.

Councilmember Berendzen recognized successes approved on this evening's agenda.

Councilmember Burke stated he will be absent from the May 14 special City Council meeting.

Councilmember Jacobson recognized the graduating class of Raymore-Peculiar School District. He stated his pleasure with the ratings and comments from the Citizen's Survey.

Councilmember Townsend addressed the transportation portion of the Citizen's Survey and announced Mid-America Regional Council will be conducting a transportation survey for the Kansas City metropolitan area. He encouraged participation in the survey.

Councilmember Holman noted the near completion of Hawk Ridge Park.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to adjourn to Executive Session to discuss litigation and contract matters as authorized by §610.021 (1) and (12).

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Moorhead	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 8:16 p.m.

13. Adjournment.

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 8:50 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

THE RAYMORE CITY COUNCIL MET IN SPECIAL SESSION MONDAY, MAY 14, 2019 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: COUNCILMEMBERS ABDELGAWAD, BERENDZEN, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF MEMBERS.

- 1. Call To Order.** Mayor Pro Tem Holman called the special meeting to order at 6:30 p.m.
- 2. Roll Call.** City Clerk Jeanie Woerner called roll; quorum present to conduct business. Mayor Turnbow, Councilmembers Barber and Burke absent.
- 3. Disposition of Contract-Jim's Disposal.**

City Manager stated in July 2017, the City entered into a contract with Jim's Disposal Service to provide residential curbside pickup of solid waste, recycling, yard waste, and bulky items. Article II of that contract outlines the work as specified under the terms of the contract had a beginning date of January 1, 2018 and had an initial term of three (3) years until December 31, 2020. The contract, upon satisfactory work of the contractor, could be extended automatically for two (2) consecutive one (1) year periods for a total of five (5) years. Article VIII of the contract allowed for "The City to cancel or terminate the agreement at any time without cause by providing sixty (60) days written notice to Jim's Disposal." As we approach the halfway point of the initial contract term, staff finds that the relationship between Jim's Disposal and the City hasn't evolved into a trusted collaboration that is needed with a contract of this magnitude that touches the lives of so many of our residents. He stated everyone has wanted this to be a successful relationship, but it has been unable to reach success, for whatever the reason. At this time, and after careful consideration, staff believes that we need to end our relationship with Jim's Disposal and cancel the contract. Staff, therefore, is recommending to the City Council, that the contract be terminated pursuant to the "without cause" provisions of Article VIII of the contract. If Council approves staff's recommendation tonight, staff will immediately, on this day, be issuing a Request for Proposal for these services to continue in as seamless a manner as possible.

MOTION: By Councilmember Townsend, second by Councilmember Jacobson to cancel and terminate the contract for waste collection services approved by Ordinance 2017-044 and entered into between the City of Raymore, Missouri and Jim's Disposal Service, LLC on July 10, 2017, pursuant to the "without cause" provisions of Article VIII and further direct staff to deliver the sixty (60) day written contract cancellation notice as required by the contract via both certified mail, return receipt requested and via email (effective immediately upon "read receipt") so that the effective cancellation date and final service by Jim's Disposal shall be July 14, 2019.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	Councilmember Berendzen	Aye

Councilmember Burke, III	Absent
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Moorhead	Aye
Councilmember Townsend	Aye

4. Adjournment.

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Absent
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

The special meeting of the Raymore Council adjourned at 6:32 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

RESOLUTION 19-25

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

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

WHEREAS, the City Council seat term has expired.

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

DULY READ AND PASSED THIS 10TH DAY OF JUNE, 2019 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 19-26

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE BOARD OF ADJUSTMENT."

WHEREAS, Section 465.030 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Board of Adjustment with the advice and consent of a majority of the City Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to the Board of Adjustment to fill the unexpired term of Michael Vinck.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Paul Bertolone	June 10, 2019	October 31, 2021

DULY READ AND PASSED THIS 10TH DAY OF JUNE, 2019 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke, III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 19-31

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING A REAPPOINTMENT TO THE PARKS AND RECREATION BOARD."

WHEREAS, Section 8.1 of the Raymore Home Rule Charter authorizes the Mayor to appoint members to the Parks and Recreation Board with the advice and consent of a majority of the Council; and

WHEREAS, the Parks and Recreation Board shall act in accordance with, shall have such authority as conferred by, and shall in general carry out the spirit and intent of Sections 90.500 through 90.570 of the Revised Statutes of Missouri (RSMo).

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

Section 1. That the Council consents to the Mayor's reappointment of the following person to the Parks and Recreation Board, as a Ward 1 representative, for the term as indicated and until a successor is appointed.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Ryan Supple	June 10, 2019	June 1, 2022

DULY READ AND PASSED THIS 10TH DAY OF JUNE, 2019.

BE IT REMEMBERED SAID RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke, III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 19-32

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE PARKS AND RECREATION BOARD."

WHEREAS, Section 8.1 of the Raymore Home Rule Charter authorizes the Mayor to appoint members to the Parks and Recreation Board with the advice and consent of a majority of the Council; and

WHEREAS, the Parks and Recreation Board shall act in accordance with, shall have such authority as conferred by, and shall in general carry out the spirit and intent of Sections 90.500 through 90.570 of the Revised Statutes of Missouri (RSMo).

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

Section 1. That the Council consents to the Mayor's appointment of the following person to fill the expired term of Jennifer Cipolla to the Parks and Recreation Board, as a Ward 2 representative, for the term as indicated and until a successor is appointed.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
William Manson	June 10, 2019	June 1, 2022

DULY READ AND PASSED THIS 10TH DAY OF JUNE, 2019.

BE IT REMEMBERED SAID RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke, III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Jeanie Woerner <jlwoerner@raymore.com>

City of Raymore, MO: Online Volunteer Application

1 message

webmaster@raymore.com <webmaster@raymore.com>
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Thu, May 31, 2018 at 1:06 AM

A new entry to a form/survey has been submitted.

Form Name: City Volunteer Form
Date & Time: 05/31/2018 1:06 a.m.
Response #: 23
Submitter ID: 257
IP address: 108.238.232.19
Time to complete: 6 min. , 25 sec.

Survey Details

Page 1

1. Contact Information

Full Name: WILLIAM MANSON
Address: 337 N. PARK DRIVE
Phone Number: (913) 526-2141
Email: wmmanson0128@att.net

2. Select your Ward (If you don't know your Ward, call 816-331-3324)

Ward 2

3. I am interested in:

<input checked="" type="checkbox"/> Board of Adjustment	<input checked="" type="checkbox"/> Parks & Recreation Board
<input checked="" type="checkbox"/> License Tax Review Committee	<input checked="" type="checkbox"/> Planning & Zoning Commission
<input checked="" type="checkbox"/> TIF Commission	<input checked="" type="checkbox"/> Board of Appeals

4. Why are you interested in serving on a City board or commission?

I believe it is a civic responsibility to serve in these volunteer positions. While representing views of the citizens it opens up to those civic minded enough to serve the opportunity to contribute to good government through these appointed positions.

What other community or civic activities do you participate in?

I have previously served on the Parks Board.

Thank you,
City of Raymore, MO

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RESOLUTION 19-33

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE PARKS AND RECREATION BOARD."

WHEREAS, Section 8.1 of the Raymore Home Rule Charter authorizes the Mayor to appoint members to the Parks and Recreation Board with the advice and consent of a majority of the Council; and

WHEREAS, the Parks and Recreation Board shall act in accordance with, shall have such authority as conferred by, and shall in general carry out the spirit and intent of Sections 90.500 through 90.570 of the Revised Statutes of Missouri (RSMo).

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

Section 1. That the Council consents to the Mayor's appointment of the following person to fill the unexpired term of Jim Heath to the Parks and Recreation Board, as a Ward 3 representative, for the term as indicated and until a successor is appointed.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Joshua Collier	June 10, 2019	June 1, 2021

DULY READ AND PASSED THIS 10TH DAY OF JUNE, 2019.

BE IT REMEMBERED SAID RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke, III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Jeanie Woerner <jlwoerner@raymore.com>

City of Raymore, MO: Online Volunteer Application

1 message

webmaster@raymore.com <webmaster@raymore.com>
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Sat, Mar 16, 2019 at 7:48 AM

A new entry to a form/survey has been submitted.

Form Name: City Volunteer Form
Date & Time: 03/16/2019 7:48 AM
Response #: 28
Submitter ID: 1423
IP address: 172.24.96.111
Time to complete: 29 min. , 3 sec.

Survey Details

Page 1

1. Contact Informaon

Full Name: Joshua Collier
Address: [619 Johnston Pkwy](#)
Phone Number: (816) 447-6700
Email: joshwcollier@gmail.com

2. Select your Ward (If you don't know your Ward, call 816-331-3324)

(o) Ward 3

3. I am interested in:

Parks & Recreaon Boar d
 Planning & Zoning Commission
 TIF Commission
 City Tree Board

4. Why are you interested in serving on a City board or commission?

I would love to serve and it would be an honor to represent the interests of my community. I have lived in Raymore for over 10 years and have worked in the community for 16 years. I'm proud to call Raymore home, and would value an opportunity to serve.

What other community or civic activities do you participate in?

I work for South Metro Fire Protecon Dis trict and I volunteer for Open House, Halloween and other events.

Thank you,
City of Raymore, MO

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RESOLUTION 19-34

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING A REAPPOINTMENT TO THE PARKS AND RECREATION BOARD."

WHEREAS, Section 8.1 of the Raymore Home Rule Charter authorizes the Mayor to appoint members to the Parks and Recreation Board with the advice and consent of a majority of the Council; and

WHEREAS, the Parks and Recreation Board shall act in accordance with, shall have such authority as conferred by, and shall in general carry out the spirit and intent of Sections 90.500 through 90.570 of the Revised Statutes of Missouri (RSMo).

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

Section 1. That the Council consents to the Mayor's reappointment of the following person to the Parks and Recreation Board, as a Ward 4 representative, for the term as indicated and until a successor is appointed.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Bryan Harris	June 10, 2019	June 1, 2022

DULY READ AND PASSED THIS 10TH DAY OF JUNE, 2019.

BE IT REMEMBERED SAID RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke, III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 19-35

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE PARKS AND RECREATION BOARD."

WHEREAS, Section 8.1 of the Raymore Home Rule Charter authorizes the Mayor to appoint members to the Parks and Recreation Board with the advice and consent of a majority of the Council; and

WHEREAS, the Parks and Recreation Board shall act in accordance with, shall have such authority as conferred by, and shall in general carry out the spirit and intent of Sections 90.500 through 90.570 of the Revised Statutes of Missouri (RSMo).

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

Section 1. That the Council consents to the Mayor's appointment of the following person to fill the unexpired term of Michelle Hiles-Seimears to the Parks and Recreation Board, as an at large representative, for the term as indicated and until a successor is appointed.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Chanda Williamson	June 10, 2019	June 1, 2021

DULY READ AND PASSED THIS 10TH DAY OF JUNE, 2019.

BE IT REMEMBERED SAID RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke, III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Jeanie Woerner <jlwoerner@raymore.com>

City of Raymore, MO: Online Volunteer Application

1 message

webmaster@raymore.com <webmaster@raymore.com>
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Fri, Dec 29, 2017 at 3:08 PM

A new entry to a form/survey has been submitted.

Form Name: City Volunteer Form
Date & Time: 12/29/2017 3:08 p.m.
Response #: 14
Submitter ID: 162
IP address: 73.3.10.103
Time to complete: 8 min. , 43 sec.

Survey Details

Page 1

1. Contact Information

Full Name: Chanda Williamson
Address: [610 W. Walnut St Raymore mo 64083](#)
Phone Number: [\(816\) 547-6992](#)
Email: cwillia1050@gmail.com

2. Select your Ward (If you don't know your Ward, call [816-331-3324](tel:816-331-3324))

Ward 2

3. I am interested in:

<input checked="" type="checkbox"/> Board of Adjustment	<input checked="" type="checkbox"/> Parks & Recreation Board
<input checked="" type="checkbox"/> License Tax Review Committee	<input checked="" type="checkbox"/> Planning & Zoning Commission
<input checked="" type="checkbox"/> TIF Commission	<input checked="" type="checkbox"/> Board of Appeals

4. Why are you interested in serving on a City board or commission?

I have retired from teaching and want to be involved in my community.
What other community or civic activities do you participate in?
None.

Thank you,
City of Raymore, MO

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

RESOLUTION 19-29

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING A CITIZEN RE-APPOINTMENT TO RAYMORE CITY TREE BOARD."

WHEREAS, Section 260.050 of the Raymore City Code outlines the duties of the City Tree Board and authorizes the Mayor to appoint citizen members to the City Tree Board with the advice and consent of a majority of the City Council; and

WHEREAS, the City Tree Board consists of five members, including the City Arborist, the Parks and Recreation Director or his/her designee, and three citizen members.

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

Section 1. The term of Tree Board member Paula Diaz will expire July 31, 2019.

Section 2. The Council consents to the Mayor's re-appointment of Paula Diaz to the Raymore Tree Board for the term as indicated and until a successor is appointed.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Paula Diaz	June 10, 2019	July 31, 2022

DULY READ AND PASSED THIS 10TH DAY OF JUNE, 2019 BY THE FOLLOWING VOTE:

- Councilmember Abdelgawad
- Councilmember Barber
- Councilmember Berendzen
- Councilmember Burke III
- Councilmember Circo
- Councilmember Holman
- Councilmember Jacobson
- Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 19-30

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE COMPLETION OF THE PARK HOUSE DEMOLITION PROJECT."

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

WHEREAS, the Director of Parks and Recreation has determined that the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The Demolition of the Park House Facility Project is accepted.

Section 2. The final payment in the amount of \$940 is approved.

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

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

DULY READ AND PASSED THIS 10TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: May 13, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3453 - Memorial Park, Arboretum Playground Improvements

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.3.2: Develop programs & amenities that meet the needs of the community.

FINANCIAL IMPACT

Award To:	Fry & Associates, Inc.
Amount of Request/Contract:	\$42,566.36
Amount Budgeted:	\$48,000.00
Funding Source/Account#:	Fund 47 Park Sales Tax Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 2019	September 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 23, 2019
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3453
Quote and site plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In 2018, the Park Board and the City Council approved the FY19 Capital Improvement Plan. Within the approved program, \$48,000 was funded to replace the old playground equipment located near the West Shelter in the Arboretum at Memorial Park.

The play equipment located just north of the shelter is well over 25 years old and the entire area is in need of upgrades.

Staff has designed a concept plan that includes a mix of new equipment and surfacing as well as reusing the current swings. Parks Maintenance staff will remove the old equipment and prepare the site for installation. Utilizing in-house resources and government purchasing contracts, this play area will undergo a much needed upgrade.

Pricing for the equipment and installation has been provided through Fry and Associates utilizing the National Procurement Partners (NPPGov) cooperative purchasing agreement. NPPGov is a national cooperative procurement organization offering publicly solicited contracts to government entities nationwide. The contracts are created through a public solicitation and award process by a Lead Public Agency. The City of Raymore is a long standing member of NPPGov, account #M-5710884.

BILL 3453

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH FRY AND ASSOCIATES INC. IN THE AMOUNT OF \$42,566.36 TO PROVIDE AND INSTALL PLAY EQUIPMENT AT MEMORIAL PARK AND AUTHORIZING THE CITY MANAGER TO MAKE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Memorial Park play equipment is outdated and in need of replacement, and;

WHEREAS, Fry and Associates, Inc., a member of NPPGov Publicly Solicited Contracts, provides the best pricing to purchase and install playground equipment, and:

WHEREAS, the proposed playground plan is within the approved budget.

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

Section 1. The City Manager is authorized to enter into an agreement with Fry and Associates Inc. to purchase and install playground equipment at Memorial Park in the amount of \$42,566.36.

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 13TH DAY OF MAY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Fry & Associates, Inc.
101 E 15th Ave, North Kansas City MO 64116
t. 816-221-4825 f. 816-221-4831

Number FRYQ62410
Date Oct 16, 2018

End User	Ship To	Bill To
City of Raymore Nathan Musteen Memorial Park (West Side) Raymore, MO 64083	City of Raymore 909 S. Madison Raymore, MO 64083	City of Raymore Nathan Musteen 100 Municipal Circle Raymore, MO 64083

Memorial Park

Associates	P.O. Number	Ship Via	Terms
Margie Fry William Fry		Common	Net 10

Qty	Description	Unit Price	Ext. Price
1	<i>CUSTOM</i> Custom Boulder Path GFRC construction of a rock climber and 2 tree stumps linked by cable core net climbers Circle Color Choice of Net: Nets Available in TAN or BLACK	\$20,000.00	\$20,000.00
1	<i>ZZXX0483</i> COZY COCOON - SPINNING Component Color: _____ Roto Plastic 1: _____ Roto Plastic 2: _____	\$2,855.00	\$2,855.00
1	<i>ZZXX0642</i> SWING ALONG W/ SS CHAINS FOR 8FT TOP RAIL Post Color: _____ Roto Plastic 1: _____	\$1,115.00	\$1,115.00
1	<i>BRT06-A-19-000</i> 6' Bench with Back - Expanded Metal - Inground - Advantage Coating	\$439.00	\$439.00
1	<i>Wood Fiber</i> Engineered Wood Fiber Safety Surfacing Approximately 90 cy Delivered and Dropped as close to site as allowed. Does Not Include Installation	\$2,259.00	\$2,259.00
959	<i>PTN</i> PrimoTurf Natural Select: Rustic, Jungle, or Rainbow Turf Material Delivered and Installed over Compaction (By Others) w/ Turn Down Edge Approximately 3.5" Depth to Cover 8 ft CFH Customer is responsible to secure site during and after installation. Fry & Associates cannot be responsible for damage to site after installation is complete.	\$16.04	\$15,382.36
1	<i>Install</i> Equipment Installation of: (1) Cozy Cocoon - Spinning (1) Swing Along Seat w/ Chain (1) Assembly & Install of Inground Bench	\$0.00	\$0.00

Continued On Next Page ...

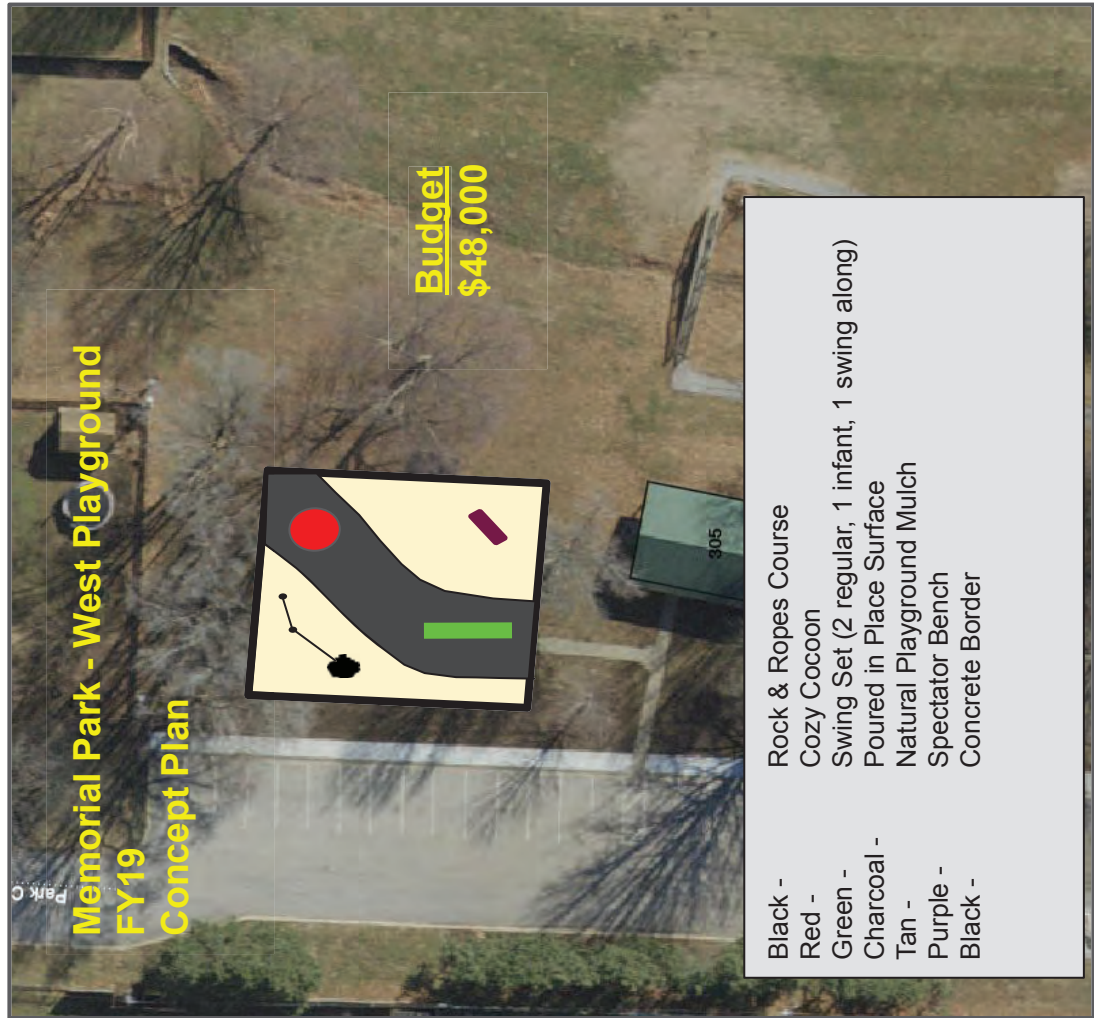
Qty	Description	Unit Price	Ext. Price
		SubTotal	\$42,050.36
		Tax	\$0.00
		Shipping	\$516.00
		Total	\$42,566.36

Shipping Contact: Nathan Musteen
Email: nmusteen@raymore.com

Phone: 816- 779-2225
Fax:

By Signing this I agree to the attached terms and conditions of this proposal. I also certify that I have the authority to enter the Billing Party into this agreement.

Quote Accepted By: _____ Date: _____
Pricing is CASH pricing. 3.5% will be added to the total for credit card transactions
Unless otherwise indicated all pricing good for 30 days from quote date



**Memorial Park - West Playground
 FY19
 Concept Plan**

**Budget
 \$48,000**

- Black - Rock & Ropes Course
- Red - Cozy Cocoon
- Green - Swing Set (2 regular, 1 infant, 1 swing along)
- Charcoal - Poured in Place Surface
- Tan - Natural Playground Mulch
- Purple - Spectator Bench
- Black - Concrete Border







CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 13, 2019

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3455: Budget Amendment - Solid Waste & Recycling Containers

STRATEGIC PLAN GOAL/STRATEGY

4.1: Provide Exceptional Service

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted: \$850,000
Funding Source/Account#: Building & Equipment Replacement Program Fund (05)

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City Manager recommended the purchase of solid waste and recycling carts in order to provide high-quality solid waste and recycling programs for our residents. The recommendation is to purchase the containers using funds from the Building & Equipment Replacement Program Fund (05). In order to make this purchase, it is necessary to amend the FY19 Capital Budget to include the purchase of solid waste & recycling carts.

BILL 3455

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET."

WHEREAS, the 2019 Capital Budget includes the Building Equipment Replacement Program Fund; and

WHEREAS, the City Council has approved the purchase of solid waste and recycling containers for all residents in this program; and

WHEREAS, a budget amendment to the Building Equipment Replacement Program Fund is necessary to provide the funding for the purchase of the solid waste and recycling containers.

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

Section 1. The City of Raymore Fiscal Year 2019 Capital Budget is amended as follows:

<u>Expenditures</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
Building & Equipment Replacement Program (05)	\$141,400	\$991,400	\$850,000

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

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

DULY READ THE FIRST TIME THIS 13TH DAY OF MAY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 10, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Resolution 19-27 - Festival in the Park Memorandum of Understanding

STRATEGIC PLAN GOAL/STRATEGY

1.1.4 Create signature events and amenities in our community.

FINANCIAL IMPACT

Award To:	Festival in the Park (In-Kind Services)
Amount of Request/Contract:	\$4,500
Amount Budgeted:	\$5,000
Funding Source/Account#:	25-25-4901-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 19, 2019	September 21, 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 23, 2019
Action/Vote:	7-0 approving the 2019 MOU

LIST OF REFERENCE DOCUMENTS ATTACHED

2019 Memorandum of Understanding (Signed)

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Raymore Festival in the Park is an annual event held in Raymore's Memorial Park. The three-day event includes carnival rides, vendor booths and various activities for the benefit of the residents of Raymore and surrounding areas.

The attached memorandum of understanding outlines the partnership of services, materials and public land offered by the City as an in-kind contribution to the Festival in the Park.

The MOU is reviewed and approved each year between the Parks and Recreation Board and the Festival Committee outlining the in-kind services and park usage. The Festival MOU document is presented to the Council for approval.

RESOLUTION 19-27

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAYMORE AND THE FESTIVAL IN THE PARK, INC. COMMITTEE FOR THE 2019 FESTIVAL IN THE PARK EVENT."

WHEREAS, the Festival in the Park is an annual event held in the Raymore Memorial Park; and

WHEREAS, the City provides staff to support the festival as an in-kind contribution to the Raymore Festival in the Park, Inc.; and

WHEREAS, this is an important community event that is beneficial to the City and its residents.

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

Section 1. The City of Raymore and the Festival in the Park, Inc. Committee agree to the Memorandum of Understanding attached as Exhibit A.

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

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

DULY READ AND PASSED THIS 10TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

MEMORANDUM OF UNDERSTANDING



**Festival in the Park - 2018
September 19-21, 2019**

RAYMORE

parks & recreation



MEMORANDUM Of UNDERSTANDING

Between: Raymore Parks and Recreation
And: Festival in the Park, Inc.
Date: March 20, 2019
Re: Raymore Festival in the Park Operations 2019

The Raymore Festival in the Park is an annual event held in Raymore's Memorial Park. Since the event will be held on City property in Memorial Park and the Festival in the Park organizers have expressed an interest in using the services of certain city staff for the event, both parties recognize the need to document in writing certain specific details of the relationship between the two organizations. The City of Raymore through the Raymore Parks and Recreation Department (City) and the Raymore Festival in the Park, Inc. (RFIPI), agree that this Memorandum of Understanding shall be the agreement under which both parties will operate in concert to provide the city-wide special event that benefits the residents of Raymore.

1. City Contribution

The City Council has determined that the Festival in the Park is a unique event of public interest and importance such that an in-kind contribution of park staff labor, electrical service, and park license fee of up to \$4,500 is found to be justified and in the best interests of the citizens of Raymore and is authorized as a material term of this Memorandum of Understanding to preserve and promote the Festival. Such contribution will be made from the General Fund of the City. For its sponsorship, the City will receive those benefits outlined in Attachment # 3.

2. Procedures for approval of this document

The RFIPI shall negotiate the following license agreement to include the reservation and use of certain areas of Memorial Park and Recreation Park, as well as several areas in the City Hall and certain services listed below. The license agreement shall be reviewed by the Park Board for recommendation to the City Council. RFIPI shall present the license agreement to the Council for approval.

3. Communication between CITY and RFIPI

Both CITY and RFIPI shall each designate a single contact person through which all contact shall be made. Requests pursuant to this license agreement and requirements of the agreement as listed in the duties and responsibilities attachments shall be made in writing.

4. The License Agreement Policy of the Park Board

The Raymore Park Board has adopted a policy for the license of City-owned facilities to outside agencies for special events. This policy ensures that the City will be reimbursed for costs related to organizational use of facilities in the amount of \$150 per day for standard special events. Standard event set up shall include fresh mowing of the park area, daily trash servicing, and daily rest room servicing. Additional duties related to park



set up, event staffing, and post-event clean up shall be billed to organizations at a rate of \$20 per man hour for regular time, \$30 per man hour for overtime, and any additional expenses incurred as agreed upon by the Board and the organization.

5. License Agreement. The term of the 2019 license of City facilities by the RFIPI shall begin on Thursday, September 19, 2019 and end on Saturday, September 21, 2019.

The RFIPI shall have use of the following Memorial Park facilities for the term of this license (see map attached):

1. northeast parking lot and east central parking lot
2. east field
3. ball fields #1 and #2 and areas surrounding those fields
4. Lions shelter
5. West shelter
6. Concession stand
7. park areas north and west of the tennis courts
8. park areas south of the west shelter to Lucy Webb Road

RFIPI shall have license to use Recreation Park parking lot and trail area for the parade on the morning of Saturday, September 21, 2019.

- A. Park Closure.** At no time shall the park be closed to the public. Facilities not specifically listed in "5" above shall remain available for public use.
- B. Damage to facilities or grounds.** Any damage to facilities or grounds caused by the festival, ordinary wear and tear excepted, shall be charged to the organization in an amount to include supplies and man hours spent repairing said damage.
- C. Compensation and Reimbursables.** The amount of \$450 (\$150 daily license fee X 3 days) shall be taken from \$4,500 in-kind contribution, leaving the remainder to apply toward electrical service and park staff labor. Charges for electrical service shall be equal to the amount charged by KCPL for the meter located near the NW corner of Raymore Elementary School during the term of the license. Charges for park staff labor to perform duties listed below shall be at the rate of \$20 for regular time activities and \$30 for overtime activities.

Based on the 2018 event request, the amount of reimbursable charges is expected to be approximately \$4,000. RFIPI shall pay CITY for all services provided by CITY, if any, that exceed the City's in-kind contribution of up to \$4,500.

Duties requested by RFIPI:

1. provide trash receptacles, collect trash, dispose of trash to RFIPI provided dumpster, and clean in accordance with the following schedule:
 - Collect trash every two to three hours during the course of the event

RAYMORE

parks & recreation

- Clean rest rooms every two to three hours during the course of the event
- 2. Provide standard City forms as required.
- 3. Prepare the parks for the event to include non-standard items such as set up of chairs, tables, tents, parade line up areas, boy scout areas, carnival areas, vendor booth areas with electricity, sound system and lighting under the shelter, volleyball and basketball areas, operational barriers and cones, and transporting equipment to the site.
- 4. Provide staff for the Sunday carnival arrival and provide staff for the three-day event to perform manual duties including set up and tear down of individual activity areas, regular trash pick up, transportation of equipment between the park and the maintenance building, coordination of the parade with the police department, and troubleshooting electrical and emergency issues.
- 5. Lend equipment that has traditionally been used during the festival to RFIPI by transporting it on the day needed to the event site. Equipment includes popup tents, sound systems, extension cords, power cords and junction boxes, trailers, event/activity supplies, portable basketball hoops, t-posts and streamers, and traffic cones.

D. Independent Contractor

RFIPI is an independent contractor with respect to all services performed under this license agreement. RFIPI accepts full and exclusive liability for the payment for any services or products purchased for the event and for all premiums, contributions, or taxes for worker's compensation, social security, unemployment benefits, or other benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by RFIPI on work performed under the term of this license. RFIPI shall defend, indemnify, and hold harmless the City from any claims or liability for such contributions or taxes. Nothing contained in this license agreement nor any act of the City or of RFIPI shall be deemed or construed to create any third party beneficiary or principal or agent association or relationship with the City. RFIPI is not the City's agent and RFIPI has no authority to take any action or execute any documents on behalf of the City.

E. Indemnification

RFIPI shall defend, indemnify, and hold harmless the City from and against any and all claims arising out of or resulting from all acts or omissions in connection with this agreement caused in whole or in part by RFIPI or RFIPI's agents, regardless of whether or not caused in part by any act or omission including negligence of the City. RFIPI is not obliged under this section to indemnify CITY for the sole negligence of the City.

F. Insurance Requirements

RFIPI shall procure and maintain in effect throughout the duration of the license agreement insurance coverage listing the CITY as an additional insured that is not less than the types and amounts specified as follows:

1. Commercial general liability insurance: with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate,
2. Worker's compensation insurance to meet statutory requirements,
3. Commercial automobile liability insurance, and
4. If applicable, professional liability insurance.



In the event that additional insurance, not specified herein, is required during the term of this agreement, CITY reserves the right to require RFIPI to provide such insurance or, if RFIPI fails to provide such insurance, to obtain such insurance at RFIPI's expense. Policies containing a self-insured retention are unacceptable to CITY and shall not be deemed to meet the insurance requirements of this agreement.

Policies may not be materially changed or cancelled during the term of this agreement without the City's prior written consent. Prior to any material change or cancellation, the City shall be given thirty (30) days advance notice by certified or registered mail to the City at the following address:

City of Raymore
Attn: Parks and Recreation Department
100 Municipal Circle
Raymore, MO 64083

Further, the City shall be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

RFIPI shall, by no later than **August 16, 2019**, provide the City with proof of insurance evidencing that RFIPI has met the insurance requirements of this agreement. Such insurance policies shall name the CITY as additional insured.

G. Compliance with laws

RFIPI shall comply with all federal, state and local laws, ordinances, and regulations applicable to this license agreement. RFIPI, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this license agreement. All references to "code" shall mean the City's code of ordinances, including any amendments thereto or recodification thereof.

H. RFIPI Responsibilities

See attachment #1, RFIPI's responsibilities, incorporated into this agreement.

I. Termination of Agreement

CITY may, at any time upon ten (10) days notice to RFIPI specifying the effective date of termination, terminate this agreement, in whole or in part, if RFIPI is determined by the City to be in breach of any portion of this agreement. RFIPI may terminate this agreement upon ten (10) days notice to CITY if CITY is in material breach before the end of the ten day notice period. If this agreement is terminated prior to the completion of the services to be performed hereunder, all finished or unfinished documents and agreements prepared or obtained by RFIPI pursuant to this agreement shall become City property. If this agreement is terminated prior to the completion of the term, RFIPI shall immediately remove all property owned by it or its agents that is located on the licensed premises.



J. Defaults and Remedies

Should RFIPI be in default or breach of any provision of the agreement, CITY may terminate, suspend CITY's performance, or invoke any other legal or equitable remedy after giving RFIPI reasonable notice and opportunity to correct such default or breach.

K. Annual Report

A detailed report shall be presented to the City Council after the event.

L. Americans with Disabilities Act

RFIPI shall comply, during the course of this license agreement, with all provisions of the Americans with Disabilities Act.

M. Assignability or Subcontracting

RFIPI shall not subcontract, transfer, or assign any part or all of RFIPI's privileges, obligations, or interests without CITY's prior written approval.

N. City logo.

RFIPI shall place the City of Raymore's logo or name and title usage as set forth on attachment #2 on all festival information distributed to the public.



SIGNATURES:

President, Raymore Festival in the Park, Inc.

<u>Dan Barnes</u>	<u>Dan Barnes</u>	<u>4/11/19</u>
Printed Name	RFIPI President Signature	Date

City Manager, City of Raymore

_____	_____	_____
Printed Name	City Manager Signature	Date

Chair, Raymore Parks and Recreation Board

<u>Steve Trantman</u>	<u>[Signature]</u>	<u>4/23/19</u>
Printed Name	Park Board Chair Signature	Date



RFIPI's Responsibilities

Attachment #1

1. Designate in writing a person to act as RFIPI representative with respect to this license.
2. Provide an event operations map – draft by the First week of August for City review.
3. Provide an event operations map - final including all staging and vendor booth locations by the First week of September.
4. Provide a Festival event schedule – draft by First week of August for CITY review
5. Provide a Festival event schedule – final by First week of September for CITY review
6. Coordinate and provide all advertising and promotion
7. Coordinate and provide all mailing of and postage for all flyers direct mailed
8. Accept and receipt participant registrations
9. Field event information requests
10. Contract with a carnival
11. Coordinate the carnival's pre-event inspection
12. Supply tents, tables, chairs, port-a-potties (minimum 4 plus 1 ADA accessible)
13. Provide staffing of event activities and parking areas
14. Coordinate and provide concession stand operations
15. Provide all concessions equipment and supplies
16. Clean up concession stand after the event
17. Supply any equipment not currently in the parks inventory necessary for the safe and efficient operation of the event to include: Paint, office supplies, money bags, extension cords, and any other items in the inventory of the parks that are not sufficient in number.
18. Supply electricity for carnival housing trailers
19. Coordinate event activities with RPD for overnight security, parking and parade traffic assistance
20. Coordinate with SMFPD for on-site first aid
21. Coordinate with Emergency Mgmt for emergency plan, if necessary
22. Provide all activity and event awards
23. Coordinate sales tax collection by vendors with the state
24. Include the City in the text of all waivers on activity registration forms
25. Coordinate street clean up after the parade
26. Maintain all park areas in a professional manner -No decorations or signs may be taped to any city facilities.
27. Provide 40-yard dumpster on site for daily trash collection
28. **Communicate any changes from the 2018 festival in the park to CITY by First week of August for review and incorporation into the staffing and operational plans by the department**
29. Protect (by all means necessary) park facilities, amenities and features. This includes the Arboretum and exercise trail.



City of Raymore Name and Title Usage

Attachment #2

Guidelines

(A new City logo and brand has been adopted, RFIPI is responsible for adhering to the policy for use. All questions or changes regarding the City of Raymore Name and Title Usage shall be addressed with the City Communications Department)

The City of Raymore name and title usage may be used in or in substitution of logo recognition of the significant contributions of the City. Below is the approved title usage:

In association with the City of Raymore

In cooperation with the City of Raymore

Operated in agreement with the City of Raymore

As authorized by the City of Raymore.

The Logo

The City logo may be used in addition to or in substitution of written recognition of the significant contributions of the City.

The logo is designed to reflect the City's identity, therefore it must be used correctly and consistently.



City of Raymore Sponsorship and Benefits

Attachment #3

1. All printed materials such as flyers, entry forms, posters and the like will carry the City of Raymore logo or the City's name and title usage as set forth on Attachment #2.
2. All advertising local as well as metro wide will carry the City of Raymore logo or the City's name and title usage as set forth on Attachment #2.
3. The City of Raymore will be provided booth space, at no charge, during the Festival in which to promote City activities or programs.
4. The City of Raymore will be provided the opportunity, at no charge, to enter a float in the parade.
5. A representative of the City or City Council will be invited to serve on the Festival Committee.
6. A representative of the City or City Council will be invited to serve as a goodwill ambassador in the Hospitality venue during the Festival, if such a venue is in operation.



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: June 10, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Resolution 19-28 - Raymore Festival in the Park application to serve alcohol

STRATEGIC PLAN GOAL/STRATEGY

1.1.4 Create signature events and amenities in our community.

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 20, 2019	September 21, 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: April 23, 2019
Action/Vote: 7-0 approving the 2019 application

LIST OF REFERENCE DOCUMENTS ATTACHED

Festival Permit Application

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Raymore Festival in the Park Inc. is requesting approval to serve alcohol in Memorial Park during the annual fall festival on Sept. 20 and 21, 2019.

The Park Board's Alcohol in Outdoor Facilities Policy provides that alcohol must be consumed in designated park areas. Patrons of legal age requesting consumption of alcohol must be fitted with a wrist band. Patrons will be required to consume alcohol from containers provided by the special event servers.

For this year's event, the designated park area in which alcohol may be consumed is the area in which the Festival is operating, as described specifically in the Festival Committee's application, attached.

At its April 23 meeting, the Parks & Recreation Board reviewed the application and recommends City Council approval.

RESOLUTION 19-28

“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE FESTIVAL IN THE PARK COMMITTEE TO SERVE ALCOHOL IN THE ACTIVITY AREA OF THE EVENT IN MEMORIAL PARK DURING THE 2019 FESTIVAL EVENT.”

WHEREAS, City Council approval is required when not-for-profit groups and service organizations want to hold events that serve alcohol in public parks; and

WHEREAS, Alcohol will only be permitted to be carried in the event area of the Festival in Memorial Park and not in areas outside of that boundary; and

WHEREAS, the Park’s & Recreation Board reviewed the Festival in the Park application and recommends to the City Council approval to serve alcohol at the event; and

WHEREAS, The City Council finds that the applicant meets all requirements of to provide alcohol at the 2019 Festival event.

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

Section 1. The Festival in the Park Committee is approved to serve alcohol within Memorial Park on Sept. 20 and 21, 2019, contingent on any other required licenses and permits through the County or State of Missouri.

Section 2. The Festival in the Park Committee will be required to follow the operations plan described in their application and shall finalize all licensing, bonding, and insurance obligations as required by law for the 2019 event.

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

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

DULY READ AND PASSED THIS 10TH DAY OF JUNE, 2019 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



4/11/19

Mr. Nathan Musteen
Parks & Recreation Director
City of Raymore
100 Municipal Circle
Raymore, MO 64083

RE: Special Events on Park Property Serving Alcohol

Dear Mr. Musteen:

This letter is in response to the Raymore Parks & Recreation Alcohol Policy - Outdoor Facilities, in accordance with paragraph IV. - 2. Please consider this letter as the Raymore Festival in the Park Committee's application for the upcoming Raymore Festival in the Park to be held September 19, 20 and 21, 2019 at Raymore Memorial Park.

The Committee's plan is not to have alcohol at the Festival on Thursday, September 19, as this night is considered "Family Night".

Here is the information as requested:

A: Names of the lead adults supervising the event on site:

- a. Dan Barnes - Chairman
- b. Matt Sehorn, Vice-Chairman
- c. Ron Lacy, Treasurer
- d. Mary Lacy, Secretary

B: The organization contact address:

Raymore Festival in the Park
P O Box 1232
Raymore, MO 64083

C: Contact phone numbers:

- a. Dan Barnes, Chairman 816-304-4590 (c)
- b. Matt Sehorn, Vice Chairman 816-365-3708 (c)
- c. Ron Lacy, Treasurer 816-588-5167 (c) or ronlacy38@yahoo.com

D: Sponsoring organization

Raymore Festival in the Park Committee

E: Alcohol will be served to any adult over the age of 21 with proper identification. Alcohol will not be served to any person under the age of 21, or any adult over the age of 21 without proper identification., ID's will be verified. Alcohol will be served to a patron by the Committee, at the server's discretion. Alcohol will be permitted on the grounds where Festival activities are located including: Shelter house, concession, arts and crafts, carnival, bingo tent, volleyball court area, car show, BBQ area and tennis courts area.

F: The following is a list of adult members serving alcohol for the event in the park: Matt Sehorn, Brenda Sehorn, Dan Barnes, Tammy Barnes, Ron Lacy, Mary Lacy, Kim Fitzgerald, Velma Redwine, Sharon Van Winkle and other Committee members.

G: The number and ages of patrons expended to attend the beer garden: Approximately 200 people each day (21 and over).

H: Dates and times requested for the special event:

September 20 - 6:00 p.m. until 10:00 p.m.

September 21 -12:00 Noon until 10:00 p.m.

I: Application for required license to serve alcohol is being made to:

- a. Missouri Division of Alcohol & Tobacco - Picnic License
- b. City of Raymore - Alcohol Beverage License

The Committee further acknowledges;

- a. Proof of Insurance must be provided
- b. Security must be present when alcohol is being served, and for one hour afterwards or until the park is cleared.

Sincerely,

 4/11/19

Dan Barnes, Chairman
Raymore Festival in the Park Committee



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/10/2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3456: Vacation of Easement - The Good Ranch

STRATEGIC PLAN GOAL/STRATEGY

3.3.4: Ensure City plans and regulations support economic development priorities

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

Easement Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Good-Otis LLC and City staff recently discovered the existence of four easements in The Good Ranch community that are no longer necessary. These easements were created for sanitary sewer lines, access roads, and lift station facilities that have subsequently been abandoned.

The existence of the easements creates encumbrances on private property that can be an impediment to future improvements upon the property. With the easements no longer needed, Good-Otis LLC and City staff are requesting the easements be vacated.

BILL 3456

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING ALL EASEMENT RIGHTS, INCLUDING A SEWER LINE EASEMENT, TWO LIFT STATION EASEMENTS, AND AN ACCESS ROAD EASEMENT ALL INDIVIDUALLY IDENTIFIED IN THE RIGHT-OF-WAY EASEMENT GRANTED BY BERTIE OWEN ON NOVEMBER 27, 1978, AND RECORDED IN THE CASS COUNTY RECORDER OF DEEDS AS DOCUMENT NO. 81367 IN BOOK 730 AT PAGE 178, ALL IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, Good-Otis, LLC is the owner and developer of the property directly affected by the right-of-way easement, and

WHEREAS, the City of Raymore, Missouri, is the grantee of the above-referenced right-of-way easement, having acquired the same for the purposes of constructing, locating, maintaining and operating a sewer line, two lift stations and an access road, and

WHEREAS, the City of Raymore, Missouri, has not utilized and has no need for the right-of-way easement, the sewer line, two lift stations nor the access road easement, and

WHEREAS, the City Council held a public hearing regarding the proposed easement vacation at 7 pm on June 10, 2019, after notice of said hearing was published in a newspaper of general circulation in the City at least 15 days prior, and

WHEREAS, the City Council has determined the proposed vacation of all easement rights is in the best interest of the City.

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

Section 1. The City Council hereby finds and declares it necessary, reasonable and proper to vacate all of the easement right, particularly described as follows:

Tract 1 – Sewer Line Easement

All of Section 20, T46N, R32W, Cass County, Missouri; and;
the Northwest Quarter of Section 29, T46N, R32W, Cass County, Missouri.

Tract 2 – Lift Station

Beginning at a point 1435 feet south of the Northeast Corner of Section 29, Township 46 North, Range 32 West, as measured along the east line of said Section 29, Township 46 North, Range 32 West, as measured along the east line of said section, and 1988 feet west of the Northeast Corner of Section 29, Township 46 North, Range 32 West, as measured parallel with the north line of said section; thence, west and parallel with the north line of the SW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 29, T46N, R32W, for a distance of 100 feet; thence south and parallel with the east line of the SW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 29, T46N, R32W, for a distance of 100 feet; thence south and parallel with the east line of the SW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 29, T46N, R32W, for a distance of 100 feet; thence, east and parallel with the north line of the SW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 29, T46N,

R32W, for a distance of 100 feet; thence, north and parallel with the east line of the SW ¼, NE ¼, Section 29, T46N, R32W, for a distance of 100 feet to the point of beginning.

Tract 3 – Access Road

Beginning at a point 1485 feet south of the Northeast Corner of Section 29, T46N, R32W, as measured along the east line of said section, and 1988 feet west of the Northeast Corner of Section 29, T46N, R32W, as measured parallel with the north line of said section; thence, east and parallel with the north line of the South Half, NE ¼, Section 29, T46N, R32W, for a distance of 1017 feet; thence, northeasterly to a point 1042 feet east and 25 feet north of the point of beginning; thence, north to a point 918 feet west of the Northeast Corner of Section 29, T46N, R32W, as measured along the north line of Section 29, T46N, R28W, and 275 feet south of the Northeast Corner of Section 29, T46N, R32W, as measured parallel with the east line of Section 29, T46N, R32W; thence, northeasterly to the intersection with the north line of Section 29, T46N, R28W, said intersection being a point 630 feet west of the Northeast Corner of Section 29, T46N, R32W; thence east along the north line of Section 29, to the Northeast Corner of Section 29, T46N, R28W.

Tract 4 – Lift Station

Beginning at a point, said point being the intersection of the west line of the NE ¼ of Section 29, T46N, R32W, and the south right-of-way line of Lucy Webb Road; thence, east along the south right-of-way line of Lucy Webb Road for a distance of 43 feet; thence, south and parallel with the west line of the NE ¼ of Section 20, T46N, R32W, for a distance of 82 feet; thence, west and parallel with the north line of Section 20, T46N, R32W, for a distance of 75 feet; thence, north and parallel with the west line of the NE ¼ of Section 20, T46N, R32W, to the intersection with the south right-of-way line of Lucy Webb Road; thence, east along the south right-of-way line of Lucy Webb Road to the point of beginning.

Section 2. Acceptance of Finding. The City Council hereby makes the findings of fact and accepts the recommendation by City staff.

Section 3. Reversionary Rights. The statutory right of reversion in the owners of the abutting property is hereby confirmed, as is provided by the laws of the State of Missouri, and the Mayor and the Clerk of the City are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in Section 1 of this Ordinance.

Section 4. Recordation of Vacation. The City Council hereby authorizes and directs the City Manager and City Clerk to evidence approval of the vacation of the easements identified herein executing an Easement Vacation in recordable format and to record the same with the Cass County Recorder of Deeds.

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 10TH DAY OF JUNE, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



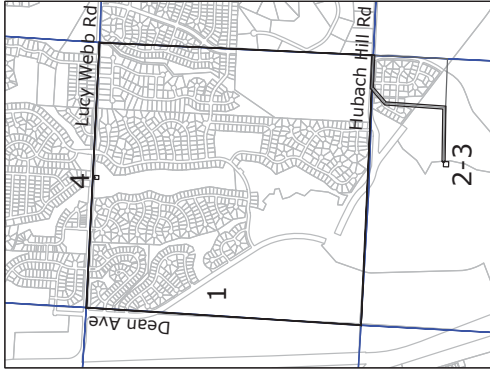
1" = 1,000'

Description 4
Approximately 0.14 Acres

Description 1
Approximately 630 Acres

Description 3
Approximately 4.42 Acres

Description 2
Approximately 0.23 Acres



- Description (1)
- Description (2) - Lift Station
- Description (3) - Access Road
- Description (4) - Lift Station
- Point of Beginning



SCALE _____ SHEET NUMBER

1 of 1

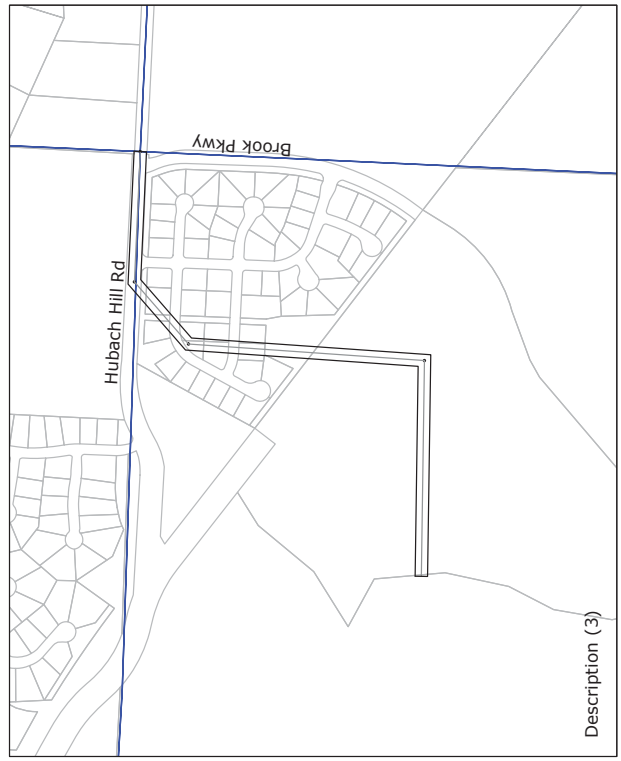
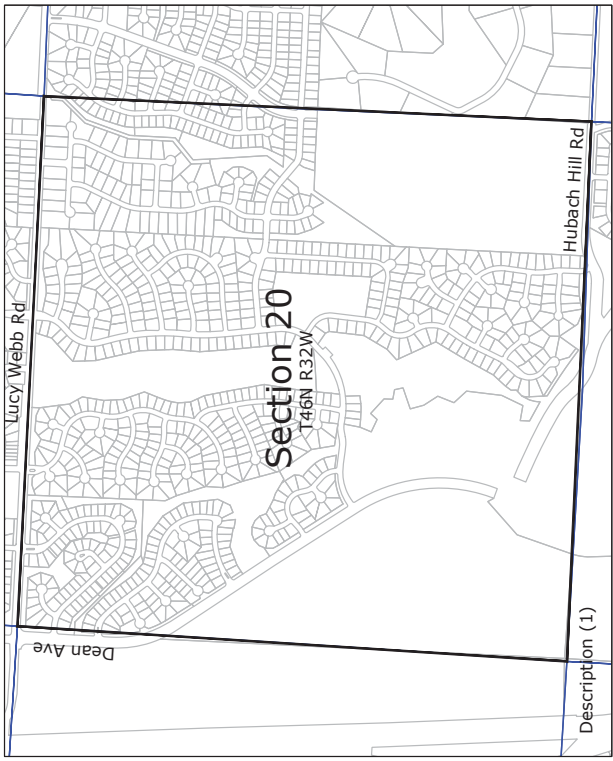
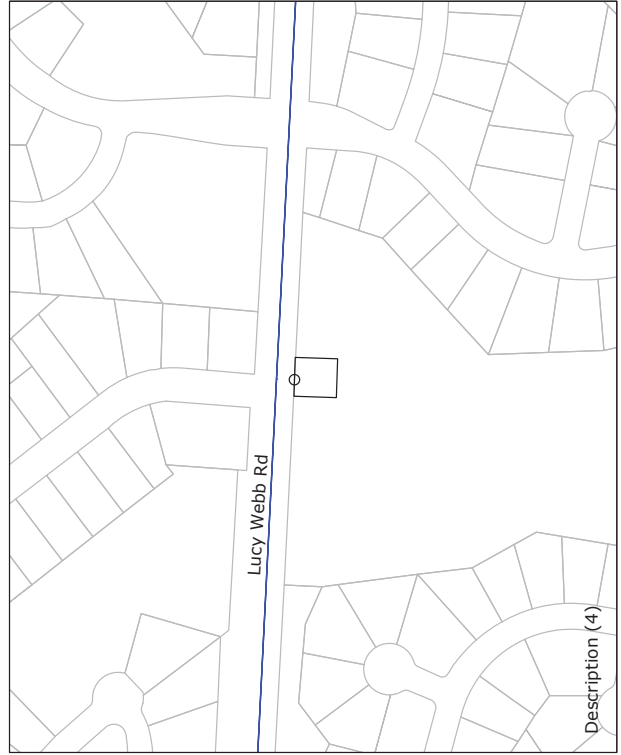
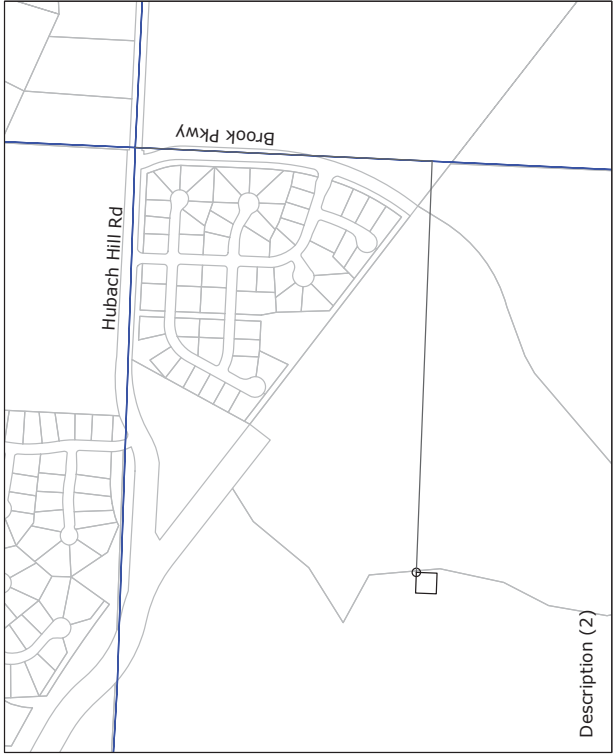
Varies

PLOT DATE

8/30/2018

FILE NAME

easment81367.dwg





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 10, 2019

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3452 - Budget Amendment - Meter Conversion Project

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.1.2 Optimize the use of technology to improve services, efficiency and production

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: Budget Amendment total amount \$700,000
Amount Budgeted:
Funding Source/Account#: Water Connection Fund (52)

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Staff is recommending a budget amendment in the amount of \$700,000 for the purchase of the additional equipment necessary for the water meter conversion project.

This amendment will allocate funds in Fund 52 Water Connection Fee to the FY 2019 Capitol Budget to provide additional materials, equipment and labor for this citywide project.

BILL 3452

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET TO PROVIDE ADDITIONAL FUNDING SUPPORT FOR THE METER CONVERSION PROJECT. "

WHEREAS, additional funding is necessary to remaining equipment for this project; and

WHEREAS, a budget amendment to Fiscal Year 2019 capital budget is necessary to provide the additional funds.

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

Section 1. The amount of \$700,000 is budgeted in the Water Connection Fee Fund (52) in the FY 2019 Capital Budget for additional funding in the Meter Conversion Project, City Project Number 19-261-202.

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF JUNE, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Contract Change Order

Core & Main

Change Order # 1	Date: 05/10/19	Contract # 261-202 Meter Conversion Program 54-00-8440-0000 PO: 19-9278
------------------	----------------	---

To: Core & Main LP 11510 Strang Line Road Olathe, KS 66062	As provided for in the contract documents of the above-designated contract, you are hereby ordered to make the following changes from the plans for that contract.
---	--

Description and reason for changes:
 Additional meters and radios not included in original contract

Settlement for the cost of the above changes is to be made as follows:
 This estimated change order will increase/decrease the contract amount by
 There will be \$_____ remaining in the budget after this change order.

This contract change order shall not be binding until signed by the appropriate parties below.

Prepared by:
 Melissa Paith

Date:

Reviewed by: Director of Public Works
 Mike Krass

Date:

Reviewed by: City Manager
 Jim Feuerborn

Date:

Date:

Receipt is acknowledged of this change order and its terms of settlement are hereby agreed to:

Accepted by: Core & Main

Name Printed: See Attached

Robert Bollin

Name Signed:

[Signature]

Date: *5/15/19*

Date:

Reviewed by: Director of Finance
 Lisa Williams

Date:

Description	Size	Quantity	Price Each	Total Price	Install Price Each	Total Install Price	Grand Total
Sensus iPerl Meters	1/2"	437	\$120.00	\$52,440.00	\$45.00	\$19,665.00	\$72,105.00
Sensus iPerl Meters	3/4"	1099	\$120.00	\$131,880.00	\$45.00	\$49,455.00	\$181,335.00
Sensus iPerl Meters	1"	12	\$165.00	\$1,980.00	\$50.00	\$600.00	\$2,580.00
520M Radios on these meters		1554	\$120.00	\$186,480.00		\$0.00	\$186,480.00
520M Radios Only (going on existing meters already in the ground)		982	\$120.00	\$117,840.00	\$33.50	\$32,897.00	\$150,737.00
Omni Meters	2"	6	\$1,215.00	\$7,290.00	\$295.00	\$1,770.00	\$9,060.00
Omni Meters	4"	4	\$2,695.00	\$10,780.00	\$595.00	\$2,380.00	\$13,160.00
Lids DFW12AFOX-1WA 12 inch Plastic Lock Down Lid with Large bolt		1532	\$34.95	\$53,543.40	\$6.50	\$9,958.00	\$63,501.40
Delete Omni Meters	3"	-4	\$1,545.00	-\$6,180.00	\$450.00	-\$1,800.00	-\$7,980.00
TOTAL				\$556,053.40		\$114,925.00	\$670,978.40

SUMMARY

Original Contract Price	\$1,261,575.00
Increase or Decrease by Previous Change Orders	\$0.00
Increase or Decrease by This Change Orders	\$670,978.40
Adjusted Contract Price	\$1,932,553.40

Total Project budget: _____



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 10, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3457 - T.B. Hanna Station Improvements, Station House Renovation

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.3.2: Develop programs & amenities that meet the needs of the community.

FINANCIAL IMPACT

Award To:	RL Phillips Construction Inc.
Amount of Request/Contract:	\$47,714
Amount Budgeted:	\$1,020,420
Funding Source/Account#:	2016 GO Bond / Fund 47 Park Sales Tax Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 2019	August 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	May 28, 2019
Action/Vote:	5-1

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3457
Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Several proposed updates are scheduled at T.B. Hanna Station as part of a comprehensive master plan funded through 2016 G.O. bond funding the Capital Budget.

Tonight, staff is recommending a contract with RL Phillips to renovate the post office building located at T.B. Hanna Station and convert it into a storage facility designed to look like a historic train depot building.

Bids for the T.B. Hanna Station House Renovation project were received on May 16. RL Phillips Construction was determined to be the lowest and best bidder.

Overall T.B. Hanna Station Project Financial Update:

Budget:	\$1,020,420
Consultant Fees:	(76,100)
Pump House/Restrooms:	(327,342)
Station House: -	(46,714)
Balance:	\$570,264

BILL 3428

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR \$46,714 WITH RL PHILLIPS CONSTRUCTION, INC. FOR THE RENOVATION OF THE OLD POST OFFICE BUILDING AS PART OF THE T.B. HANNA STATION IMPROVEMENTS."

WHEREAS, T.B. Hanna Station is Raymore's newest park and has funding in the amount of \$1,020,420 in GO bond and capital sales tax dollars designated for park improvements; and

WHEREAS, renovations and general improvements to the old post office building and surrounding area are included in the TB Hanna Station Improvements; and

WHEREAS, RL Phillips 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 \$46,714 with RL Phillips Construction Inc. for improvements at T.B. Hanna Station to renovate the old post office.

Section 2. The City Manager is authorized to execute the contract attached as Exhibit A for the City of Raymore.

Section 3. The City Manager is authorized to approve change orders for T.B. Hanna Station Improvements within established budget constraints.

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF JUNE, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

T.B. Hanna Station House Renovation

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 24th day of June, 2019, between R.L. Phillips Construction Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 16109 Kentucky Road, Belton, MO 64012, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of June 24, 2019 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 19-276-204 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 60 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 \$46,714.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized

by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created 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 to do the repairs. The

original Contractor agrees to promptly pay for the services of any such Contractor 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 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 on site 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 his 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 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 25) if 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 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.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees

who have not previously completed such safety training and are directly engaged in public improvement construction;

- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of 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: _____
Jean Woerner, City Clerk

(SEAL)

R.L. PHILLIPS CONSTRUCTION, INC.

By: _____

Title: _____
Project manager

Attest: _____
Julie A. Boyer

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

T.B. Hanna Station House Renovation

ANTICIPATED SCOPE OF SERVICES:

- 1. BACKGROUND:** Raymore's T.B. Hanna Station located at 214 South Washington St., Raymore, MO is Raymore's newest park with it's oldest historical relevance. The location in which the railroad ran through town as well as the former home of the Raymore municipal buildings, this three acre park is scheduled for many improvements including a playground, sprayground, renovation of the old post office facility, restrooms and a seasonal ice rink.
- 2. PROJECT SUMMARY:** This project is to remodel the post office building onsite into a storage building designed to look like a historic train depot building. All submissions will be evaluated and the City will select the best proposal based on budget constraints.
- 3. ANTICIPATED SCOPE OF SERVICES:**

A. Station House Remodel projects:

This project is a turn-key project. All details and specifics pertaining to individual sub-projects not listed below are in the architectural drawings.

- **Interior Work**
 - Demo interior woodwork, paneling and electrical outlets.
 - Demo A/C condensing unit and wall mounted heating system.
 - Demo previous shower connections to below slab and cap off.
 - Demo existing water spigot and copper pipe. Install new exterior frost proof hose bib on east elevation.
 - Install a wash bucket sink.
 - Structural Support - Install ridge beam and remove all ceiling joists to open up space.
- **Overhead Door**
 - Demo a portion of the east wall, add structural reinforcing and install overhead door.
- **Siding**
 - Remove and infill all doors and window openings on the north and south side of the building.

- West facade - Remove and infill window, maintain existing egress door.
- Install wood batten siding.
- **Lighting**
 - Install interior ceiling lights to the new ridge beam wired with a 3 way switch near both doors.
 - Install electrical outlet.
- **Deck**
 - West side deck - remove the current deck, wood storage box and surrounding debris. Grade ground beneath deck to a level surface.
- **Roof**
 - Demo asphalt shingles and install a new metal standing roof.
 - Roof should be similar to the red roof installed on the adjacent "depot" shelter.
 - Install new gutters.

Not under contract: Site work to be completed by others including demo of sidewalk, burying of overhead power supply connection, new pavement and seeding operations.

4. SPECIFICATIONS WHICH APPLY

- A. Project Special Specifications
- B. City of Raymore Standard Contract Documents and Technical Specifications for Utility and Street Construction
- C. KC Metro APWA Standards and Specifications

5. GENERAL TERMS/REQUIREMENTS:

- A. Contractor and/or its sub-contractors will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- B. Contractor will be responsible for providing personnel, equipment, materials, sub-contractors, professional services, and other items required to provide the foregoing at his expense.
- C. Site Restoration / Protection
 - 1. Contractor will take any means necessary to protect the trails and pedestrian walkways within or near the project area. Any damage shall be repaired or replaced to equal or better condition.
- D. Mobilization, Bonds, and Insurance: Mobilization shall be included as a lump sum bid for mobilization in the contract bid documents, and to establish a uniform method of payment based on the amount of work

completed. The following table shall be used to establish the payment distribution for this item:

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

6. PROJECT MANAGER

The Director of Parks and Recreation or his/her designee shall be the Project Manager for this project

7. PROJECT AWARD:

Project Award: Award of the project will be made based upon the lowest best and most responsive proposal received with all qualifications as required in General Conditions. The contractor shall take special consideration of the "Information for Bidder" section of the project contract documents.

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

8. PROJECT COMPLETION AND SCHEDULE

All work shall be completed within **60** Calendar Days from the date of the *Notice to Proceed*.

The contractor must work with the owner to create a work schedule accommodating any programs, leagues or tournaments held at Recreation Park. All construction/installation must work around any programs, leagues or tournaments. It is the desire of the City to have the new lighting system fully functional prior to the 2019 Youth Baseball/Softball season.

9. MEASUREMENT

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.

This is a unit price contract. Partial payment will be made at monthly intervals based on the work completed during the period. A 5% retainage will be held per invoice submitted and will be paid in whole upon City Council acceptance of the project.

Vendors are encouraged to measure all work and job site areas to ensure accuracy and totals. Measurements listed within the scope are approximate and provided only for reference.

10. **ADDITIONAL BIDDING INFORMATION**

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-276-204

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of July, 2019.

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 vendor 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 25 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

In the event that any provision 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*

The Bidder 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.

The Bidder 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 25). 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*

The successful 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 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 any time a surety on any such bond is declared as bankrupt

or loses its right to do business in the state in which the work is to be performed, 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 any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, 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 any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, 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 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 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 19-276-204

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: R.L. PHILLIPS CONSTRUCTION, INC.

ADDRESS: 16109 KENTUCKY ROAD
Street

ADDRESS: BELTON MO 64012
City State Zip

PHONE: 816-322-6461

E-MAIL: jperry.rlp@gmail.com

DATE: 5-15-19
(Month-Day-Year)

[Signature]
Signature of Officer/Title PROJECT MANAGER

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 19-276-204

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

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 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 19-276-204

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years 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 48 months.

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	MENARDS
ADDRESS	800 MARKEY PKWY, BELTON MO
CONTACT PERSON	MATT
CONTACT EMAIL	
TELEPHONE NUMBER	816-318-9459
PROJECT, AMOUNT AND DATE COMPLETED	REMODEL MARCH 2019

COMPANY NAME	COMMUNITY BANK OF RAYMORE
ADDRESS	80 ^W FOXWOOD DRIVE RAYMORE, MO.
CONTACT PERSON	ANDY COOPER
CONTACT EMAIL	ACOOPER@CBONLINE.NET
TELEPHONE NUMBER	816-265-6966
PROJECT, AMOUNT AND DATE COMPLETED	801 WESTCHESTER - HARRISONVILLE MARCH 2018 DEMO-CONCRETE-REDO

COMPANY NAME	COMMUNITY BANK OF PLEASANT HILL
ADDRESS	PO BOX 30, PLEASANT HILL, MO 64080
CONTACT PERSON	LISA NICHOLSON
CONTACT EMAIL	
TELEPHONE NUMBER	816-540-2525
PROJECT, AMOUNT AND DATE COMPLETED	PATIO - REMODEL OCT. 2018

COMPANY NAME	COMMUNITY BANK OF RAYMORE
ADDRESS	801 W FOXWOOD DRIVE, RAYMORE, MO
CONTACT PERSON	ANDY COOPER
CONTACT EMAIL	ACOOPER@CBONLINE.NET
TELEPHONE NUMBER	816-265-6966
PROJECT, AMOUNT AND DATE COMPLETED	801 WESTCHESTER - TENANT FINISH

COMPANY NAME	CITY OF RAYMORE
ADDRESS	100 MUNICIPAL CIRCLE RAYMORE, MO.
CONTACT PERSON	CHIEF JAN ZIMMERMAN
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	PD SQUAD ROOM REMODEL JUNE 2018

State the number of Years in Business: 24

State the current number of personnel on staff: 5

PROPOSAL FORM D

RFP 19-276-204

Proposal of R.L. PHILLIPS CONSTRUCTION, INC., organized and
(Company Name)
existing under the laws of the State of MISSOURI, doing business
as A CORPORATION (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-276-204 - T.B. Hanna Station House Renovation.

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

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

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

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

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

***REVISED* BID PROPOSAL FORM E - Project No. 19-276-204**

T.B. Hanna Station House Renovation

Base Bid

Bid Items	Total
Mobilization, Bonds and Insurance - not to exceed 5%	\$ 1,475.00
Interior Work	\$ 24,539.00
Overhead Door	\$ 3,200.00
Siding	\$ 7,900.00
Electrical/Lighting	\$ 3,000.00
Roof	\$ 6,600.00
TOTAL BASE BID	\$46,714.00

Total Base Bid for Project Number: 19-276-204

\$ 46,714.00

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

(\$ Forty-six thousand seven hundred fourteen dollars and zero cents

In blank above write out the sum of the bid.

***REVISED* BID PROPOSAL FORM E - RFP 19-276-204
CONTINUED**

Company Name R.L. PHILLIPS CONSTRUCTION, INC.

By [Signature]
Authorized Person's Signature

JAYSON PERRY - PROJECT MANAGER
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No.

Addendum No.

Addendum No.

Addendum No.

Company Address

PO Box 74
RAYMORE, MO 64083

Phone 816-322-6461

Fax 816-322-6498

Email jperry.rlp@gmail.com

Date 5/15/19

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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

RAYMORE
come home to

ADDENDUM NO. 1

T.B. Hanna Station House Reno
Project #19-276-204

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

Addendum No. 1 - Clarification.

1. Drawings (Refer to attached drawings for revised language):

1. (Revised) Occupancy Type is S2.
(Revised) G00 - Project Overview - Delete 'STAINING EXTERIOR DECK'
(Revised) D100 - Note 14 - EXISTING DECK - NO WORK
(Revised) A100 - Note 11 - EXISTING DECK - NO WORK
2. (Revised) D100 - Note 7
3. (Revised) D100 - Note 23
4. (Revised) A100 - Note 3
5. (Revised) A100 - Note 4
6. (Revised) A100 - Note 15
7. (Revised) A100 - Note 16
8. (Revised) A100 - Note 18
9. (Revised) A100 - Note 20
10. (ADD) S100 - Note 9 - INSTALL SIMPSON SDWC SCREWS BETWEEN ALL ROOF FRAMING MEMBERS (RAFTERS TO TOP PLATE AND RAFTERS TO BEAM).
11. (ADD) S100 - PROVIDE FULL SISTER OR REPLACEMENT OF DAMAGED RAFTER, IN KIND.
12. (ADD) Sheets PE001, PE002, PE100

2. (Remove): Appendix A; Anticipated Scope of Services, Section 3 Anticipated Scope of Services; Deck.

"West side deck - remove the current deck, wood storage box and surrounding debris. Grade ground beneath deck to a level surface."

3. Revised Bid Proposal Form E: Attached.

4. Companies attending Pre-Bids:

Infinity Group LLC
Haren Contracting
RL Phillips

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 May 13th, 2019 at 5 p.m.

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

Company Name: R. L. PHILLIPS CONSTRUCTION, INC.

By: 

Title: PROJECT MANAGER

Address: PO Box 71

City, State, Zip: KAYMORE, MD 20403

Date: 5/15/19 Phone: 816-322-6461

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

CITY OF RAYMORE
100 Municipal Circle · Raymore, MO, 64083
Phone · 816-892-3045 · Fax · 816-892-3093

RAYMORE
come home to

ADDENDUM NO. 2
T.B. Hanna Station House Reno
Project #19-276-204

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

Addendum No. 2 - Question

1. On Page 14 of the RFP it says; Not Under Contract: Site work to be completed by others including demo of sidewalk, burying of overhead power supply connection, new pavement, and seeding. And then on the drawings D100 Keynote: 13. Existing overhead service lateral to be replaced with underground lateral. Provide 3 #1, 1 ¼" c to existing utility pole. So will another contractor remove and bury power service or is this part of the scope of work?

Answer: DELETE Note 13 on D100. This scope is under site work contractors scope

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 May 13th, 2019 at 5 p.m.

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

Company Name: R. L. PHILLIPS CONSTRUCTION

By: 

Title: PROJECT MANAGER

Address: PO Box 71

City, State, Zip: RAYMORE, MO 64083

Date: 5/15/19 Phone: 816-322-6461

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri)

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

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

FEDERAL WORK 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 JAYSON PERRY, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: JAYSON PERRY - PROJECT MANAGER

Company: R.L. PHILLIPS CONSTRUCTION, INC.

Address: 16109 KENTUCKY ROAD, BELTON, MO 64012

- 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 # 19-276-204.
- 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.

R.L. PHILLIPS CONSTRUCTION, INC.
Company Name

[Signature]
Signature

Name: JAYSON PERRY

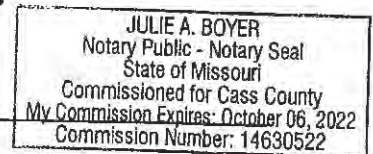
Title: PROJECT MANAGER

STATE OF MISSOURI COUNTY OF CASS

Subscribed and sworn to before me this 15th day of MAY, 2019.

Notary Public: Julie A. Boyer

My Commission Expires: 10/6/22 Commission # _____



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.

Company ID Number: 327854

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and R.L. Phillips Construction, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-Verify

Company ID Number: 327854

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: **R.L. Phillips Construction, Inc.**

Randy Phillips

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/17/2010

Date

Department of Homeland Security -- Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/17/2010

Date



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: June 10, 2019

SUBMITTED BY: Jan Zimmerman

DEPARTMENT: Police

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

TITLE / ISSUE / REQUEST

Bill 3460 - An agreement for SRO services with the Raymore-Peculiar School District

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.1 - Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To: Raymore-Peculiar School District/City of Raymore
Amount of Request/Contract: \$262/Day or \$131/Half Day for a maximum of 212 days
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 1, 2019	June 20, 2020

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Raymore-Peculiar School Board
Date: May 23, 2019
Action/Vote: Approved

LIST OF REFERENCE DOCUMENTS ATTACHED

Raymore-Peculiar School District Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

On July 25, 2016, the Raymore City Council approved Bill 3192, an agreement between the City of Raymore and the Raymore-Peculiar School District to provide law enforcement services through the School Resource Officer Program for schools in Raymore and the East Middle School.

Since the inception of the program in 2016, the outstanding relationship between the District and the City has been further strengthened as a direct result of the efforts of the assigned officer. As such, the School District has proposed a continuation of the contract between the City of Raymore and the Raymore-Peculiar School District. The attached agreement mirrors the provisions of last year's contract.

The benefits of this relationship have been significant and will continue with renewal of this contract.

BILL 3460

ORDINANCE

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

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

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

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

Section 1. The Mayor is hereby directed and authorized to enter into an agreement between the Raymore-Peculiar School District and the City of Raymore to provide School Resource Officer services.

Section 2. The Mayor is hereby authorized to execute the agreement document attached as Exhibit A.

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

Section 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 10TH DAY OF JUNE, 2019.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED
AND ADOPTED THE 24TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Raymore-Peculiar School District

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

School Resource Officer AGREEMENT

This Agreement is entered into this 1st day of July, 2019, by and between the City of Raymore, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District."

WITNESSETH

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

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

One (1) police officer, hereinafter referred to as the "officer" will serve the Raymore-Peculiar School District facilities and properties in the northern portion of the Raymore-Peculiar School District within the city limits of Raymore and at the East Middle School, but will provide support to all District facilities through the appropriate mutual aid agreements with other jurisdictions.

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

2. Term – The term of the Agreement shall be from July 1, 2019 through June 30, 2020 as outlined in the attached SRO calendar, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by inclement weather, or other factors. During days the officer is not on duty with the School District, the officer may perform community outreach duties as determined by the Chief of Police. In the event of a city-wide emergency, the officer may be removed from the school to perform police duties at the direction of the Chief of Police, or a designee.
(See attached calendar)
3. Termination – The Agreement may be terminated without cause by either party upon 30 days prior written notification.
4. Relationship of Parties – The City and the assigned officer shall have the status of an independent contractor for purposes of the Agreement. The officer assigned to the District shall be considered an employee of the City, selected by and under the command and supervision of the Police Department. The assigned officer will be subject

to current procedures in effect for the City of Raymore police officers, including attendance at all mandated training and testing to maintain state law enforcement certification. The Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no person supplied by the District to accomplish the goals of the Agreement is considered to be a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration – In consideration of the assignment of one (1) police officer to work in the District as provided herein, the District agrees to pay the City \$262.00 per day (8 hour day) for each full day the police officer works for the District or \$131.00 per half day (4 hour day) for a maximum of 212 full work days or combination thereof whenever school is in session. The District will not be responsible for payment of overtime, unless it is requested by the District and mutually agreed upon with the Police Department. Any school district assignment of the officer requiring overtime pay shall be reimbursed to the City at the overtime rate according to City payroll regulations. The officer's weekly District schedule will be assigned by the Assistant Superintendent of Administrative Services in cooperation with the Raymore Chief of Police, or a designee. The Assistant Superintendent of Administrative Services and the Chief of Police will meet at regular intervals to ensure that any issues and/or concerns are addressed in a timely manner.

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

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

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

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

7. Time and Place of Performance – The City will endeavor to have an officer available for duty at the assigned school(s) each day indicated in advance on a mutually agreed upon schedule. The assigned officer's activities will be restricted to school grounds except for:
 - a. Follow-up home visits when needed as a result of school related student problems;
 - b. School related off-campus activities when police officer participation is requested by the Assistant Superintendent of Administrative Services and/or Principal and approved by the Police Chief;
 - c. In response to off-campus, but school related, criminal activity;
 - d. In response to emergency police activities.

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

8. District Responsibilities – The District will provide the assigned officer an office and such equipment as is necessary at his/her assigned school. Equipment shall include a telephone, secured filing space and access to a computer.

Raymore-Peculiar R-II School District

By: *Kim Monson*
Superintendent of Schools

By: *Ruth Johnson*
President, Board of Education

Attested by: *Pamela Stue*
Secretary, Board of Education

City of Raymore, Missouri

By: _____
City Administrator

By: _____
Mayor

Attested by: _____
City Clerk

School Event Security Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING is entered into this 1st day of July, 2019, by and between the City of Raymore, Missouri, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District", collectively referred to as the "the Parties".

RECITALS:

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

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

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

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

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

9. The City shall provide the District with a list, which shall be revised from time to time as is necessary, of officers available and willing to staff after-hours events and each officer's corresponding applicable overtime rates;
10. This Memorandum of Understanding shall be effective from the date of execution through June 30, 2020, provided the term may be mutually extended by the Parties as they deem necessary upon completion of a signed writing by the Parties;
11. This Memorandum of Understanding may be terminated without cause by either party upon 30 days' prior written notification;
12. Any disputes arising under this Memorandum of Understanding shall be governed by applicable Missouri Law;

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as indicated.

CITY OF RAYMORE

RAYMORE-PECULIAR R-II SCHOOL DISTRICT

By: _____

By: Ruth Johnson

Name: _____

Name: Ruth Johnson

Title: _____

Title: School Board President



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 10, 2019

SUBMITTED BY: Jim Mayberry

DEPARTMENT: Information Technology

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

TITLE / ISSUE / REQUEST

Bill 3461 - Centerview Video Production and Outdoor Speakers

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.3.2: Develop programs & amenities that meet the needs of the community.

FINANCIAL IMPACT

Award To:	KC Audio Visual
Amount of Request/Contract:	\$50,675.96
Amount Budgeted:	\$58,000
Funding Source/Account#:	450084400000 Project #331-701

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
07/15/2019	07/26/2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project involves the purchase and installation of the Centerview A/V Production System/Outdoor Speakers.

Accordingly, staff issued RFP 19-331-701 calling for proposals for installation of an A/V Production System/Outdoor Speakers for Centerview. Six Request for Proposals bid packets were requested. One completed Request for Proposal was submitted.

Kansas City Audio Video \$50,675.96

Staff reviewed the prices submitted by Kansas City Audio Visual in the amount of \$50,675.96 and the bidder is shown to be responsible through reference and background checks.

Staff recommends award of contract to Kansas City Audio Visual as the best and most responsive bid received.

BILL 3461

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KANSAS CITY AUDIO VISUAL FOR THE PURCHASE AND INSTALLATION OF AN A/V PRODUCTION SYSTEM AND OUTDOOR SPEAKERS FOR CENTERVIEW IN THE AMOUNT OF \$50,675.96 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, in accordance with the City of Raymore Purchasing policy City staff issued Request for Proposal 19-331-701 calling for the purchase and installation of an AV production system/outdoor speakers for Centerview; and

WHEREAS, City staff recommends the purchase and installation with Kansas City Audio Visual.

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

Section 1. The City Manager is hereby directed and authorized to enter into an agreement with Kansas City Audio Visual for the purchase and installation of the AV production system/outdoor speakers for Centerview.

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

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 10TH DAY OF JUNE, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

CENTERVIEW VIDEO PRODUCTION SYSTEM/OUTDOOR SPEAKERS

Agreement made this 24th day of June, 2019, between Kansas City Audio Visual, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 24570, 7535 Troost, Kansas City, MO 64131, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of June 24th, 2019 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 19-331-701 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 **60** 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 \$50,675.96.

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

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created 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 to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor 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 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 on site 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 his 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 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 25) if project is \$75,000 and up. 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 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.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of 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:

Jean Woerner, City Clerk

(SEAL)

KANSAS CITY AUDIO VISUAL

By:



Title:

President

Attest:

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, MAY 6, 2019, 7:00 P.M., AT RAYMORE CITY HALL. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MIKE EKEY, AND CITY ATTORNEY JONATHAN ZERR.

Mayor Turnbow called the work session to order at 7:00 p.m.

A. Residential Development

Staff discussed the current state of home building and anticipated future trends and the developer and builder shift in home construction in Raymore.

B. Citizen Survey

Assistant City Manager Mike Ekey presented a summary report on the results of the citizen survey.

C. Board and Commission Appointments

Mayor Turnbow presented recommendations for Board and Commission appointments to the Council.

D. Other

The work session of the Raymore City Council adjourned at 8:12 p.m.

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, MAY 20, 2019, 7:00 P.M., AT RAYMORE CITY HALL. PRESENT: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MIKE EKEY, AND CITY ATTORNEY JONATHAN ZERR.

Mayor Pro Tem Holman called the work session to order at 7:00 p.m.

A. Update - Parks Bond Projects

Parks and Recreation Director Nathan Musteen provided an update to Council on the Hawk Ridge Park and T.B. Hanna bond projects.

B. Parks Facilities Update

Parks and Recreation Director Nathan Musteen shared with Council the usage of Centerview and the Raymore Activity Center as programing and informational tools.

C. OATS Bus Update

Assistant City Manager Mike Ekey updated Council on the OATS Bus Program Usage.

D. LAGERS Changes

LAGERS has informed member cities of changes involving Governing Body membership in that organization. Staff updated Council on those changes.

E. Other

The work session of the Raymore City Council adjourned at 7:39 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, MAY 7, 2019**, IN THE COUNCIL CHAMBERS OF CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, KELLY FIZER, JIM PETERMANN, MELODIE ARMSTRONG, MATTHEW WIGGINS AND MAYOR KRIS TURNBOW. ABSENT WERE ERIC BOWIE, CHARLES CRAIN AND MARIO URQUILLA. ALSO PRESENT WAS ASSOCIATE PLANNER DAVID GRESS, ASSISTANT PUBLIC WORKS DIRECTOR GREG ROKOS AND CITY ATTORNEY REPRESENTATIVE ZACH ENTERLINE.

1. **Call to Order** – Chairman Faulkner called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Faulkner declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**

a. Approval of the minutes of April 2, 2019 meeting

Motion by Commissioner Wiggins, Seconded by Commissioner Petermann, to approve the consent agenda as amended.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Absent
Commissioner Crain	Absent
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Absent
Mayor Turnbow	Aye

Motion passed 6-0-0.

6. **Unfinished Business - None**
7. **New Business -**

A. Case #18028 - Dean Commercial Preliminary Plat (public hearing)

Steve Warger, representing B & M Dean Family Farm LLC, presented the request for preliminary plat approval for the proposed Dean Commercial development, an 11-lot commercial subdivision proposed for the southwest corner of 58 Highway and Fox Ridge Drive.

Mr. Warger stated the required stormwater and traffic study have been completed. The property owner is in agreement with the staff proposed conditions of approval.

Associate Planner David Gress presented the staff report. Mr. Gress advised the Commission that staff provided an amended recommendation and conditions page of the staff report that was placed at the dias. Staff did meet with the property owner representative and Mr. Warger and agreed upon slightly revised language in the conditions of approval to provide additional clarification.

Mr. Gress stated the request requires a public hearing and entered into the record the mailed notices to the adjoining property owners; the notice of publication in The Journal; the Unified Development Code; the application; the Growth Management Plan; and the staff report.

Mr. Gress stated the property is zoned C-3 "Regional Commercial District" and the land has been planned for commercial development. The property is approximately 40-acres in size.

Mr. Gress stated a Good Neighbor meeting was held on December 5, 2018 and 4 residents attended the meeting. Comments from the meeting are provided in the staff report.

Mr. Gress indicated the Engineering Division of the Public Works Department did review the submitted studies and plat drawings and have indicated the preliminary plat does comply with the standards adopted by the City.

Mr. Gress indicated staff does recommend approval of the preliminary plat subject to three conditions outlined in the staff report.

Chairman Faulkner opened the public hearing at 7:15 p.m.

Charles McClean, 19506 S. State Route J in Peculiar, stated he is the Board moderator for Raymore Christian Church. He asked about Ridgeway Drive going north/south through the site to connect with 58 Highway. Mr. McClean asked if the road would align with Peace Drive.

Mr. Gress indicated that the road would intersect with 58 Highway at the midpoint between Peace Drive and Mott Drive.

Chairman Faulkner closed the public hearing at 7:17 p.m.

Commissioner Wiggins asked staff about Lovegrass Boulevard and Rye Street connections with 58 Highway, specifically regarding left-turns out of the site onto 58 Highway.

Assistant Public Works Director Greg Rokos indicated that the City did review the traffic study for the project, but it is only a preliminary study. Each time a development plan is submitted the study will need to be updated. Staff will review the turning movements at those intersections at that time.

Mr. Rokos stated that the traffic study does indicate a traffic signal may be needed at the future intersection of Lovegrass Boulevard and 58 Highway if traffic warrants are met.

Mr. Rokos stated with the eastern access at Rye Drive, drivers will have access to Brome Drive and the signal at Fox Ridge Drive to make a left turn.

Commissioner Wiggins asked if right-turn lanes were being provided for the entrance drives to the site.

Mr. Gress stated the conditions recommended by staff indicate when the access points and right-turn lanes would be added.

Chairman Faulkner asked if the preliminary plat could change when final plans are submitted.

Mr. Gress stated that is correct, and that final plans may slightly shift the access points.

Commissioner Fizer stated that if the traffic from the site exits onto Fox Ridge Drive, with the combination of traffic generated by The Lofts apartment community, there may be a back-up created at the signal.

Mr. Rokos stated there would be adjustments made to the timing of the signal at 58 Highway and Fox Ridge Drive based on improvements being made at the intersection, including a southbound right-turn lane on Foxridge Drive next to Dairy Queen and possible dual left-turn lanes for northbound Fox Ridge Drive and 58 Highway.

Commissioner Wiggins asked if there are any entities that have shown interest in the development.

Mr. Gress indicated there have not been any final plats or site plans submitted for individual lots.

Mr. Warger commented that there is some interest from a business on one of the lots.

Mayor Turnbow asked Mr. Warger about the possibility of restricting the two access points on 58 Highway down to one access point.

Mr. Warger commented that the eastern access aligns with the Willowind entrance. As tenants are proposed for the Dean Commercial land, traffic study updates will need to be made.

Mayor Turnbow indicated he wasn't against the two entrances but thought restrictions to left turn movements may be necessary, similar to Culver's and CVS.

Commissioner Wiggins asked if the preliminary plat is approved, and if there are traffic concerns that do arise, who is responsible for improvements that may need to be made, such as changing a full access to a restricted access.

Mr. Gress stated if the proposed improvements are not specifically included in the conditions or a development agreement, the City may need to be the entity to make the improvement or changes.

Chairman Faulkner asked about stormwater runoff and comments made in the engineering memo regarding a regional detention system versus detaining water on each lot. He indicated he was not comfortable with a detention pond on each lot.

Mr. Warger commented that the developer is making the choice to require stormwater detention on each lot. Creating a regional detention pond is expensive and the storm pipe system that is necessary commits the property owner to a certain design and layout of the site.

Mr. Rokos indicated the code does allow individual lot detention and City staff could not require a regional detention system.

Commissioner Fizer asked about when the internal roads would be constructed.

Mr. Warger stated that the internal roads would be constructed as each lot is constructed. If the tenant requires certain connections to adjacent roads than those road segments would be constructed. The developer does not want to pre-install roads since it is still unknown what the uses will be for each lot.

Commissioner Wiggins asked about the stream buffers and what may happen in the future.

Mr. Warger stated the City does require stream buffers that have to be preserved. If a tenant needs the additional land, then permit requests could be made to eliminate a stream and mitigate the impacts, which does come at a significant cost.

Motion by Commissioner Wiggins, Seconded by Commissioner Petermann, to accept the staff proposed findings of fact and recommend approval of case #18028, Dean Commercial Preliminary Plat, to the City Council subject to the 3 conditions recommended by staff.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Absent
Commissioner Crain	Absent
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Absent
Mayor Turnbow	Aye

Motion passed 6-0-0.

8. City Council Report

City Attorney representative Zach Enterline provided the report for the April 8 and April 22 City Council meetings

9. Staff Report

Mr. Gress provided an overview of the upcoming cases to be considered by the Commission.

Mr. Rokos provided an update for ongoing public works projects in the City.

10. Public Comment

No public comments.

11. Commission Member Comment

Commissioner Fizer provided an update of her experience attending the American Planning Association conference in San Francisco.

Mayor Turnbow thanked the Commissioners for their service and for staff and all its work. He also commented that the lawsuit and issues between the City and Water District #10 have been resolved.

Mayor Turnbow commented that he would be absent from the May 21 Commission meeting as he will be attending the International Council of Shopping Centers conference with Economic Development Director Matt Tapp.

12. Adjournment

Motion by Mayor Turnbow, Seconded by Commissioner Wiggins, to adjourn the May 7, 2019 Planning and Zoning Commission meeting.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Absent
Commissioner Crain	Absent
Commissioner Fizer	Aye

Commissioner Petermann	Aye
Commissioner Urquilla	Absent
Mayor Turnbow	Aye

Motion passed 6-0-0.

The May 9, 2019 meeting adjourned at 8:09 p.m.

Respectfully submitted,

Jim Cadoret

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, MAY 21, 2019**, IN THE COUNCIL CHAMBERS OF CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, KELLY FIZER, JIM PETERMANN, CHARLES CRAIN, MARIO URQUILLA, ERIC BOWIE (arrived at 7:05 p.m.), AND MATTHEW WIGGINS. ABSENT WERE MELODIE ARMSTRONG AND MAYOR KRIS TURNBOW. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR JIM CADORET, ASSOCIATE PLANNER DAVID GRESS, AND CITY ATTORNEY JONATHAN ZERR.

1. **Call to Order** – Chairman Faulkner called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Faulkner declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**

a. Approval of the minutes of the May 7, 2019 meeting

Motion by Commissioner Urquilla, Seconded by Commissioner Petermann, to approve the May 7, 2019 minutes.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Absent
Commissioner Bowie	Absent
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Absent

Motion passed 6-0-0.

6. **Unfinished Business - None**
7. **New Business -**

A. Case #19005 - 30th Amendment to the Unified Development Code (public hearing)

Development Services Director Jim Cadoret provided the staff report. Mr. Cadoret indicated an amendment to the Unified Development Code (UDC) requires a public hearing that was properly advertised. He entered into the record the following: Growth Management Plan; Unified Development Code; Notice of Publication of the Public Hearing in The Raymore Journal; Staff Report; Photographs submitted by resident Jeff Adams; Resident comments included in the 2019 Citizen Survey; Citizen Survey Results on the backyard chicken question; Photographs submitted by resident Susan Dooley; and comments submitted by Planning and Zoning Commission member Melody Armstrong.

Commissioner Bowie arrived at 7:05 p.m.

Mr. Cadoret provided an overview of the proposed amendment, which includes language that would allow the keeping of fowl on single-family residential zoned lots in the RR, R-1A and R-1 zoning district, subject to the requirements of Section 205.280 of City Code. Section 205.280 is a proposed new section of the Animal Control Code that would establish the specific requirements for the keeping of fowl, including requirements on shelter construction, setbacks, neighbor consent, and general maintenance of the property.

Mr. Cadoret provided a history of the code changes regarding the keeping of backyard animals and the numerous discussions held on the topic. Mr. Cadoret stated there have been incremental steps taken in allowing backyard animals on larger residential lots. The proposed amendment is the next incremental step that could be taken to expand those areas where backyard fowl are allowed.

Mr. Cadoret indicated that staff was requested to present an ordinance that, if the decision was made to allow the keeping of fowl on smaller residential lots, staff could support from an administration and enforcement standpoint.

Mr. Cadoret indicated that staff is neutral on the amendment provided the language in the amendment is approved as submitted. Should the language of the amendment be altered, staff reserves the right to offer a recommendation.

Commissioner Urquilla asked staff for clarification that the Commission is being asked for a recommendation only on the UDC amendment and that the companion ordinance is only to be voted on by the City Council.

Mr. Cadoret indicated that the Commission is being asked to vote on the UDC amendment and provide feedback and comments on the animal control ordinance amendment.

Mr. Urquilla asked if ultimately the ordinances fall under the final approval of the City Council.

City Attorney Jonathan Zerr reiterated that the Commission is only making a recommendation on the UDC amendment and that City Council has final authority on the UDC amendment and on the Animal Control Code amendment.

Chairman Faulkner opened the public hearing at 7:28 p.m.

Mike and Peggy Phillips, 608 Loren Lane, indicated they are adamantly opposed to the keeping of backyard fowl. Ms. Phillips stated she has seen many changes in Raymore and lives in a subdivision that does not have a homeowners association and thus don't have that protection. Ms. Phillips expressed concern on the city's ability to enforce the code.

Dawn Simmons and Mark Whipperman, 517 N. Jefferson Street, indicated the pictures of where the ducks are being kept is the property that is located behind her property. She expressed concerns on the smell, mud, and the noise of the ducks quacking in the morning.

Sarah Gaston, 530 Foxridge Drive, thanked City staff for working on the proposed ordinance. Ms. Gaston stated the proposed ordinance is needed to keep the poor conditions from occurring and understands the frustration. The proposed code helps to prevent the poor conditions. Ms. Gaston stated she supports the proposed ordinance.

Riley Gaston, 530 Foxridge Drive, stated chickens are healthy for the environment and eggs are good for you. She stated that having animals have made a big impact on her life.

Sarah Gaston read a statement prepared by Emily Thacker, a former neighbor, regarding the time Ms. Gaston had chickens and that there were no odor or noise issues created by the chickens.

Bruce Noah, 502 N. Jackson Court, stated that the ducks belong to his son and are on his property. Mr. Noah stated he is trying to find a way to get rid of the mud mess on the property. Mr. Noah stated the animal control officers have been to the property multiple times and have found no violations. Mr. Noah indicated he is in support of the ordinance and for allowing fowl.

Tiffany Johnson Yoder, 4-H poultry project leader for Cass County, spoke on the benefits of keeping poultry.

Susan Dooley, 606 Condor Street, indicated that there are not a lot of people in Raymore that will want to keep chickens. She is only wanting to keep a few chickens that are not noticed by her neighbors. She indicated she is happy to accommodate the restrictions which are strict, but not unreasonable.

Dorinda Leighter, 11501 E. 195th Street, stated she lives just outside of Raymore and does keep chickens on her property. She spoke of the benefits of keeping chickens.

Dustin Branick, 811 Old Paint Road, appeared with his daughter. Mr. Branick was in support of the proposed ordinance and would like to have 2-3 birds with the intent of using the birds to teach his children.

Melody Woo, 801 S. Franklin, stated she is for the proposed ordinance. She indicated she may not want chickens, but does want her neighbors to be allowed to have chickens.

Jeff Adams, 521 N. Jefferson Street, indicated he provided the pictures of the ducks on behalf of Mr. Whipperman, who had asked for assistance on what to do about the keeping of ducks. Mr. Adams indicated he did an over-the-counter water test from runoff on Mr. Whippermans' yard that indicated high levels of e-coli and bacteria.

Mr. Adams commented that an ordinance should not be passed for the benefit of 5% of the City. He stated that based on the citizen survey most of the City residents do not want fowl on small residential lots. The open-ended responses clearly show most residents don't want to allow chickens on smaller lots.

Sara Locke, 404 S. Sunset Lane, indicated she is for the keeping of chickens.

Sheryl Dunham, 404 N. Park Drive, appeared with her granddaughter, and stated that when she lived in the County her neighbor did have chickens and she did not have any concerns. The neighbors property was clean and there were no issues. Ms. Dunham stated she is in support of allowing chickens.

Lilly Gaston indicated she used to have chickens and she kept the area clean. She stated Raymore should allow chickens

Joyce Noah, 502 N. Jackson Court, stated her property is where the ducks live. She indicated she is in favor of allowing chickens.

Austin Noah, 502 N. Jackson Court, stated he is in 4-H and wants to be able to keep the ducks and be allowed to have chickens.

Melissa Hewitt, 306 Eagle Glen Court, stated she is in support of the keeping of chickens.

Mindy Limbaugh, 2185 Sierra Drive, indicated she is in favor of allowing chickens even though she lives in an HOA where she may not be able to have chickens. She believes every community will be allowing chickens at some point due to rising food costs.

Carl Kent, 503 N. Park Drive, stated this is about people that live in Raymore and 95% of the residents of Raymore don't think about chickens or want chickens.

Melody Woo, 801 S. Franklin, asked for clarification on whether the survey actually stated 95% of the people did not want chickens.

Mr. Cadoret stated that the 95% reference may have been taken from the slide that depicted only 5% of the residents that responded to the survey identified as one of their top 5 choices that the city should explore amending the code to allow backyard chickens.

Chairman Faulkner closed the public hearing at 8:20 p.m.

Motion by Commissioner Urquilla, Seconded by Commissioner Crain, to accept the staff proposed findings of fact and forward a recommendation of approval of case #19005, 30th amendment to the Unified Development Code, to the City Council subject to the condition that the two proposed ordinances move forward as written.

Commissioner Wiggins asked about those areas that have the "P" designation with the R-1 zoning classification, such as the Eagle Glen Subdivision that is zoned R-1P.

Mr. Cadoret indicated that the "P" Planned District designation is an overlay district to the R-1 single-family classification. All of the requirements of the R-1 district would apply to an R-1P zoned property. If fowl were allowed in the R-1 district, fowl would be allowed on a property zoned R-1P.

Commissioner Wiggins asked for clarification on a property zoned PUD, and are those properties considered as R-1 properties.

Mr. Cadoret indicated the PUD zoning classification is a separate and distinct zoning classification and the proposed ordinance would not allow fowl in a PUD district.

Mr. Zerr indicated the PUD designation is distinct and would not extend the R-1 allowed uses to the PUD district.

Commissioner Wiggins asked about what happens to those individuals that live in an HOA that restricts the keeping of chickens.

Mr. Zerr stated that a property owner that lives in a HOA that restricts the keeping of chickens would not be able to maintain chickens on the property.

Mr. Cadoret stated that the City may know a property is subject to HOA restrictions, but if that property owner obtains consent of the neighbors and follows all of the requirements of the City Code, the City would issue a permit for the keeping of chickens.

Commissioner Wiggins commented that the Commission is considering an ordinance that is more than just for allowing chickens, and that the definition of fowl covers a lot more than chickens.

Commissioner Wiggins commented on the requirement that shelters can be no higher than 8 feet, and that shelters cannot be visible from a city street, but City Code limits fence height to just 6 feet and he was not sure how someone on a corner lot would be able to have chickens and meet the requirements.

Commissioner Crain asked if staff had any discussions with staff from those communities that currently allow chickens.

Mr. Cadoret indicated there have been discussions and that the communities are not seeing an influx of applications and there have not been issues with enforcement to date.

Commissioner Crain asked how many surveys were sent out.

Mr. Cadoret stated 2000 were mailed out, and 574 surveys were returned.

Commissioner Crain commented that of those returned, only 9 made negative comments on chickens.

Commissioner Bowie asked if the City had the resources for enforcement of the proposed ordinance.

Mr. Cadoret stated the City has 3 enforcement officers, two being animal control officers. City staff believes current staffing is adequate to handle the expected number of applications.

Commissioner Petermann asked what is considered a neighbor regarding the need to secure consent of neighbors.

Mr. Cadoret stated a neighbor would be the owner of property that is immediately adjacent to and abuts the property seeking the approval.

Commissioner Petermann asked if there was anything in code about chicken fighting.

Mr. Cadoret stated there are other provisions in the animal control code that would address that concern.

Commissioner Urquilla commented that he made the motion with the interest of bringing under one code all provisions of the keeping of fowl.

Chairman Faulkner asked about the letter that was submitted to the Commissioners and labeled as Exhibit 9.

Mr. Cadoret stated the letter was submitted from Planning and Zoning Commissioner Melody Armstrong who was unable to attend the meeting. Ms. Armstrong wanted to provide her comments for the Commission to consider.

Chairman Faulkner asked that with a motion for approval, and with two Commissioners absent, if a motion to continue would be in order.

Mr. Zerr commented that there is a motion on the floor that must be voted on first.

Commissioner Fizer wanted to clarify that the proposed amendment would allow turkeys and fowl other than just chickens.

Mr. Cadoret stated that the definition of fowl includes hens, ducks, geese, turkeys, doves, and pigeons.

Vote on Motion:

Chairman Faulkner	Nay
Commissioner Wiggins	Aye
Commissioner Armstrong	Absent
Commissioner Bowie	Nay
Commissioner Crain	Aye
Commissioner Fizer	Aye

Commissioner Petermann Nay
Commissioner Urquilla Aye
Mayor Turnbow Absent

Motion failed 4-3-0 as a majority vote of all Commissioners is required for a motion to pass.

Mr. Zerr stated that for a motion to pass there must be a majority vote of the full Commission. If the Commission takes no further action the case will proceed to the Council with no recommendation.

Motion by Commissioner Wiggins, seconded by Commissioner Crain, to provide no recommendation and send the case on to City Council.

Mr. Zerr stated no further vote at this point would be a no recommendation sent to the Council.

Commissioner Wiggins withdrew the motion.

Mr. Cadoret stated the amendment will be considered by the City Council on June 24, 2019.

Commissioner Bowie asked if City Council would receive all of the information provided to the Commission, including the minutes.

Mr. Cadoret stated that Council will receive all exhibits presented, including the minutes from the Commission meeting.

8. City Council Report

Jonathan Zerr provided the report for the May 13, 2019 City Council meeting.

9. Staff Report

Mr. Gress provided an overview of the upcoming cases to be considered by the Commission.

10. Public Comment

No public comments.

11. Commission Member Comment

Commissioner Crain indicated he was disappointed the case was not approved. The requirements are self-regulating and he hopes City Council passes the ordinance.

Commissioner Wiggins thanked staff for its work on the amendment.

Commissioner Urquilla thanked staff for its continued research and work on the topic. He expressed disappointment that there was no recommendation to send to City Council and hopes that City Council will consider all of the information submitted and make the best choice for Raymore.

Commissioner Petermann thanked staff for its work on the amendment.

Commissioner Bowie thanked staff for all of its work. He thought the majority of the City does not share the sentiment that was expressed at the hearing. Mr. Bowie commented that there is a larger group of citizens that do not share the sentiment of the majority of individuals that spoke during the hearing. He commented that there are cities that do allow fowl but there are a lot of cities that do not.

Chairman Faulkner thanked staff for its work.

12. Adjournment

Motion by Commissioner Wiggins, Seconded by Commissioner Bowie, to adjourn the May 21, 2019 Planning and Zoning Commission meeting.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Absent
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Absent

Motion passed 7-0-0.

The May 21, 2019 meeting adjourned at 8:53 p.m.

Respectfully submitted,

Jim Cadoret

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, APRIL 23, 2019, IN THE CITY HALL COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Bartow, Eastwood, Harris, Heath, Houdyshell, and Supple. Member Cipolla is absent. Member Seimears has resigned her position.

STAFF PRESENT: Director Musteen, Superintendent McLain, Superintendent Rulo, Office Assistant Naab.

1. Call to Order: Chairman Trautman called the meeting to order at 7:01pm.

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

March 26, 2019

Motion: Member Harris moved to accept the Park Board minutes of March 26, 2019. Member Supple seconded.

Discussion:

Vote:	4 Aye	Member Bartow	Abstain
	3 Abstain	Member Cipolla	Absent
	1 Absent	Member Eastwood	Abstain
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Abstain
		Member Seimears	Resigned
		Member Supple	Aye
		Member Trautman	Aye

6. Staff Reports

Recreation Superintendent McLain highlighted his written report. The Easter Festival this weekend had a great attendance. Various organizations such as the Boy Scouts and Foxwood Springs stuffed 15,000-17,000 eggs. Summer camp staff has been hired with staff training to start in May. Office assistant Naab attended a retrack training. Coordinator Brennon has been having baseball games for the competitive league. The recreation league had their coach meeting today with practices starting soon. Baseball scheduling has begun. Superintendent Rulo and Superintendent McLain met with KC Sports and USSSA to discuss baseball tournaments.

APPROVED: May 28, 2019 (5-0, 1 Abstain)

Parks Superintendent Rulo highlighted his written report. The Maintenance staff has begun the routine mowing of all parks. All the restrooms are now open. Flower gardens are being prepped. The pond project has begun. Lights at the tennis courts are fixed. Member Eastwood asked "Why is the pond project starting this week? Why was there a delay since we voted in January?" Director Musteen replied, "The project went to council in February, with 2 readings, Once the Mayor signed the contract, it takes about 10 days to get things in motion followed by a notice to proceed, which was April 5."

Parks & Recreation Director Musteen highlighted his written report. Monday, April 22, the City Council had the second reading on the screen print and beverage contracts. Thanks to Michelle Seimears for her time on the Board. We will miss her and John Seimears both. Member Supple asked "Why have summer camp ages changed?" Superintendent McLain responded, "During meetings after the summer was over, one thing noted was multiple issues with the oldest age group of 12-13. As this group is close in age to the counselors, they have a harder time listening and being engaged in the camp."

7. Old Business - None

8. New Business

A. Memorial Park - Playground Replacement

Action Item

Staff presented a proposal for the playground replacement just North of the West Shelter in the Arboretum at Memorial Park.

Director Musteen indicated that staff was interested in applying for a grant to offset costs of the surfacing. Member Houdyshell asked "When do we find out about grant?" Director Musteen responded, "The grant is due at the end of the month and will need a quote from Fry and Associates. The grant has a quick turn around. "The poured in place surface, what will happen to the current surface?" Director Musteen responded, "The rubber tire mulch will be removed and the new surfaced poured in that location." Member Houdyshell asked "What is the discount on the ropes course?" Director Musteen responded "We are getting the course at \$20,000. The original quote is \$25,000 with installations at an additional cost."

Motion: Member Harris moved to accept the proposal to replace the playground at the West Shelter as written.
Member Houdyshell seconded.

Discussion:

Vote:	7 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Absent
	1 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Seimears	Resigned
		Member Supple	Aye
		Member Trautman	Aye

APPROVED: May 28, 2019 (5-0, 1 Abstain)

B. Festival in the Park - MOU

Action Item

Staff presented an updated memorandum of understanding between the Festival in the Park LLC. and the City of Raymore for the 2019 fall event.

Motion: Member Harris moved to accept the 2019 MOU with the Festival in the Park as presented.
Member Houdyshell seconded.

Discussion:

Vote:	7 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Absent
	1 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Seimears	Resigned
		Member Supple	Aye
		Member Trautman	Aye

C. Festival in the Park - Alcohol Request

Action Item

A request by the Festival in the Park Committee to serve alcohol during the annual Festival in the Park at Memorial Park on September 20 and 21, 2019.

Motion: Member Harris moved to accept the application to serve alcohol at Festival in the Park 2019.
Member Cipolla seconded.

Discussion:

Vote:	7 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Absent
	0 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Seimears	Resigned
		Member Supple	Aye
		Member Trautman	Aye

9. Public Comment

10. Board Member Comment

- Member Harris gives thanks to Michelle and John Seimears for their work and passion for the City and boards
- Member Supple commented that the Easter Festival had a great turnout. He enjoyed being at Centerview for a luncheon hosted by the Belton and Raymore Chamber of Commerce. He did get to listen to compliments about the facility. Hawk Ridge Park looks great.
- Member Houdyshell likes the look of Hawk Ridge Park. Thanks to Michelle and John.

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- Member Eastwood is excited to see Hawk Ridge Park almost complete. Went to Recreation Park to see the pond. It is smelly but is going to look nice.
- Member Bartow commented that it is nice to see the parks active now, Coordinator Brennon is doing a great job. The Parks crew is doing a good job keeping the parks nice.
- Member Heath hears a lot of excitement for the amphitheater, It looks great and can't wait to see it used.
- Member Trautman stated that Michelle and John Seimears will be missed by the city.

11. Adjournment

Motion: Member Harris moved to adjourn the regular meeting.
Member Houdyshell seconded.

Discussion: None

Vote:	7 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Absent
	0 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Seimears	Resigned
		Member Supple	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 7:32 pm.

Respectfully submitted,
Greta Naab
Office Assistant

THE RAYMORE PARKS AND RECREATION BOARD MET IN SPECIAL SESSION TUESDAY, APRIL 30, 2019, IN THE CITY HALL COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Bartow, Cipolla, Eastwood, Houdyshell and Supple. Members Harris and Heath were absent.

STAFF PRESENT: Director Musteen, Superintendent McLain, Superintendent Rulo, City Manager Jim Feuerborn and City Attorney Jonathan Zerr.

1. Call to Order: Chairman Trautman called the meeting to order at 6:05pm.

2. Roll Call

3. Pledge of Allegiance

4. New Business

A. Park Land Dedication

Action Item

Director Musteen introduced City Manager Feuerborn to present a park land dedication proposal from the Dean Family Farms in association with the relocated Kentucky Road Project.

Mr. Feuerborn updated the Park Board on the project to relocate Kentucky Road to line-up at the stoplight between China Star and Firestone, across 58 Hwy from Lowes. This project was voter approved in 2016. Right of Way acquisition is necessary and Park land dedication is required from the property owners as they sell adjacent property for the project and future commercial development.

Dean Family Farms has made an offer to sell the right-of-way property to the City and satisfy the requirements of park land dedication at one time. A proposal for 2 tracts of land totalling 1 acre was presented to the Park Board.

Discussion ensued.

City Attorney Zerr reminded the Park Board that the property is given to the Park Board and that the Board could develop the property or sell it in the future.

Motion: Member Houdyshell moved to accept the proposed park land dedication. Member Cipolla seconded.

Discussion:

Vote:	6 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Aye
	2 Absent	Member Eastwood	Aye
		Member Harris	Absent
		Member Heath	Absent
		Member Houdyshell	Aye
		Member Supple	Aye
		Member Trautman	Aye

APPROVED: May 28, 2019 (5-0, 1 Abstain)

9. Public Comment

10. Board Member Comment

No Comments

11. Adjournment

Motion: Member Houdyshell moved to adjourn the special meeting.
Member Cipolla seconded.

Discussion: None

Vote:	6 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Aye
	2 Absent	Member Eastwood	Aye
		Member Harris	Absent
		Member Heath	Absent
		Member Houdyshell	Aye
		Member Supple	Aye
		Member Trautman	Aye

The special meeting of the Raymore Park Board adjourned at 6:16pm.

Respectfully submitted,
Nathan Musteen
Parks and Recreation Director