

AGENDA

Raymore City Council Regular Meeting City Hall – 100 Municipal Circle Monday, February 24, 2020

7:00 p.m.

- 1. Call to Order.
- 2. Roll Call.
- 3. Pledge of Allegiance.
- 4. Presentations/Awards.
- 5. Personal Appearances.
 - A. Dr. Mike Slagle Incoming Raymore-Peculiar School District Superintendent
- 6. Staff Reports.
 - A. Public Works (pg 7)
 - B. Parks and Recreation (pg 9)
 - C. Communications Report
 - D. Monthly Financial Report (pg 13)
- 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, February 10, 2020 (pg 23)
- 9. Unfinished Business. Second Reading.
 - A. Award of Contract Animal Sheltering Services

Reference: - Agenda Item Information Sheet (pg 31)

- Bill 3524 (pg 33)

- Contract (pg 35)

The City of Peculiar has requested that the Raymore Animal Shelter provide sheltering services for animals from its jurisdiction. The contract outlines the services provided by the Raymore Animal Shelter and Animal Control Officers in partnership with the Peculiar Police Department.

City Council, 02/10/2020: Approved 8-0

10. New Business. First Reading.

A. Reclassification of Zoning - Sunset Plaza (public hearing)

Reference: - Agenda Item Information Sheet (pg 47)

- Bill 3529 (pg 49)

- Staff Report (pg 51)

- Planning and Zoning Commission Minutes (pg 142)

- Preliminary Development Plan (pg 147)

Sean Siebert, representing SPC, LLC, filed a request to reclassify the zoning of 5.04 acres located east of Sunset Lane, north of Pine Street, from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to PUD, Planned Unit Development to allow for Sunset Plaza, a 67-unit townhome development.

• Planning and Zoning Commission, 2/18/20: Approved 7-1

B. Sunset Plaza Final Plat

Reference: - Agenda Item Information Sheet (pg 149)

- Bill 3530 (pg 151)

- Staff Report (pg 153)

- Development Agreement (pg 161)

- Final Plat (pg 172)

Sean Siebert, representing SPC, LLC, filed a request for Final Plat approval for Sunset Plaza, a 23-lot residential subdivision proposed for 5.04 acres located east of Sunset Lane, north of Pine Street.

• Planning and Zoning Commission, 2/18/20: Approved 8-0

C. Award of Contract - Mowing and Median Landscaping Services

Reference: - Agenda Item Information Sheet (pg 173)

- Bill 3525 (pg 175)

- Contract (pg 177)

- Map of Service Areas (pg 205)

As part of the City's Strategic Goal to improve first impressions and enhance City properties, the staff proposes awarding a contract for mowing and median landscaping services to Forever Green Professional Lawn Care, LLC. This contract will cover mowing of City properties at Municipal Circle, Animal Shelter and Public Works Facility. The contractor will also provide landscaping and maintenance services to more than a dozen street medians and islands.

D. <u>Budget Amendment - General Fund (Buildings & Grounds)</u>

Reference: - Agenda Item Information Sheet (pg 207)
- Bill 3526 (pg 209)

To support the contract with Forever Green Professional Lawn Care, LLC, staff is requesting a budget amendment to the General Fund - Buildings & Grounds Department.

E. SCADA System - Owen Good Pump Station Improvements

Reference: - Agenda Item Information Sheet (pg 211)

- Bill 3527 (pg 213) - Agreement (pg 215)

Microcomm provides SCADA (supervisory control and data acquisition) software, hardware and maintenance for the City's water and sewer systems. This equipment provides data and control for pumps, valves and other equipment at the lift stations and Kentucky Booster Station. This contract provides for upgrading this equipment, which is more than 10 years old.

- **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:

Planning and Zoning Commission minutes, 02/04/2020 (pg 225)

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports



PUBLIC WORKS MONTHLY REPORT

February 2020

ENGINEERING DIVISION

Projects Under Construction

- Meter Conversion
- Owen Good Forcemain Replacement

Projects Under Design

- Westglen Drive (completed)
- Harold Estates Sewer Extension (completed)
- Shadowood Settlement Investigation
- FY 2020 Street Preservation
- City Hall Concrete Repairs
- Willow Wind Sewer Extension

Development Under Construction

• Brookside South Culvert and Street Improvements

Developments Under Review

- Dean Commercial Site
- Lofts at Foxridge

OPERATIONS & MAINTENANCE DIVISION

- 5 Water Taps
- 3 Sewer Inspections
- 5 Water Inspections
- 248 Line Locates
- 76 City Hall Work Orders
- 8 Driveway Approach Inspections
- 5 Sidewalk Inspections
- 3 Final ROW Inspections
- 6 Meter Conversions
- 330 Potholes Patched
- 40 Service Requests Completed
- 5 Snow Events



MONTHLY REPORT

February 2020

HIGHLIGHTS

- Director Nathan Musteen attended the International Society of Arboriculture Conference in Overland Park, Kansas.
- Superintendents John McLain and Steve Rulo met with contractors and designers regarding T.B. Hanna Station project for planning and preparation of the prefabricated building delivery the week of February 3.
- Superintendents John McLain and Steve Rulo met with Grand Slam and USSSA baseball tournament directors to set the schedule for the 2020 season.
- Spirit of America Fireworks Display RFP was posted, proposals will be opened the week of February 24.
- Recreation Coordinator Corinne Daut conducted interviews for Spring Break Camp Counselors.
- Athletic Coordinator Todd Brennon attended the Kansas City Metro Soccer League meeting.
- Interviews were held for gym monitor positions and concession stand attendants.
- Recreation Coordinator Corinne Daut finalized plans for the Father-Daughter Valentine's Ball. The event was sold-out and held at the RAC.
- Limited booths are available for the Spring Craft Show on March 7. If interested, please contact the Parks & Recreation Office at 816-322-2791.
- Administrative staff coordinated efforts and assisted with the delivery and installation of the new Restroom/Concession building at T.B. Hanna Station. A 100-ton crane unloaded and set the pre-manufactured building onto its permanent location in the park on Friday. The building was built in Seattle and includes a small concession area, two fully accessible family restrooms and a pump room for the sprayground.
- Director Nathan Musteen and Parks Superintendent Steve Rulo attended the pre-bid meetings for the Arboretum Light replacement project at Memorial Park. The lights along the trail in the Arboretum will









be replaced with new LED lights and poles that match the original town street lamps.

- Athletic Coordinator Todd Brennon met with the baseball/softball Umpire in Chief to discuss the upcoming season schedule and trainings, and to prepare for league play.
- Recreation Coordinator Corinne Daut continues to recruit and interview for several positions for spring and summer. Positions include camp counselors, concessions staff and sports officials.
- Only a few spots are left for the upcoming <u>Spring Craft Show</u> on March 7 at the Raymore Activity Center.
- Bids were received for the Lawn and Landscape contract and the Arboretum Light replacement project.



In recognition of his service to the Raymore Parks and Recreation Department, Councilmember Jay Holman presented Raymore Challenge Coins to Tom Reagan for his work with the Recreational Futsal Program.

Mr. Reagan is moving with his family to the Joplin area.

Thank you for your service to our community!

PARKS & RECREATION - JOB OPPORTUNITIES















FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period January 1, 2020 to January 31, 2020.

January Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

Overall, at 25% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 36.31% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected with the majority of the budgeted revenue expected by February 2020.
- Franchise Tax revenues as a whole are tracking slightly below straight line at 22.96%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 24.88%. City sales taxes are at 24.80% while state shared gasoline and vehicle taxes are at 25.09%.
- Fees and Permit revenues collected are tracking above straight line budget at 40.07%. This is primarily due to the 28 residential building permits have been issued out of the 85 budgeted starts. In addition, we have issued 5 commercial building permits and this line item is 416.09% above straight line budget.
- License revenues collected are tracking as expected at 56% of straight line budget. Occupational license revenues collected are tracking as expected. Nearly all of this revenue is received in January when the licenses are due; delinquent licenses are presented to Council in February. Staff anticipates a small amount of occupational licenses throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are above straight line budget at 28.60%. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

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

February 24, 2020

- The Information Technology Department has replaced the majority of the replaces scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Street Department is currently at 33.08% of straight line budget primarily due to Salt/Sand purchases as a result of the harsh winter months.

Parks & Recreation Fund

Revenue:

Revenues are at 38.05% of budget 25% of the way through the year; normal for this time of the year. Recreation revenues are expected to increase in February with soccer registrations and the start of baseball and softball registrations. Those revenues will be followed by revenues associated with summer youth camp registrations in April, camp fees throughout the summer and flag football and volleyball in the fall. Revenue associated with the facility rental of Centerview is above straight line budget at 26.59%. Staff will continue to monitor this revenue closely throughout the year. Revenue associated with the Raymore Activity Center is at 10.53% of straight line budget. This is primarily due to revenues associated with basketball signups.

Expenditures:

Both the Parks and Recreation departments are showing the same operational expenditure pattern as in years past, and are tracking normally. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 22.21% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

C I T Y O F R A Y M O R E

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: JANUARY 31ST, 2020

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01 -GENERAL FUND FINANCIAL SUMMARY

REVENUES OVER/(UNDER) EXPENDITURES (16,081.98)

	REMAINT

			REMAINING						
	PRIOR YEAR	PRIOR YEAR	PRIOR YEAR	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% OF
	ENDING PO BAL.	PO ADJUST.	PO BALANCE	BUDGET	PERIOD	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
			i						
REVENUE SUMMARY									
NON-DEPARTMENTAL									
PROPERTY TAXES	0.00	0.00	0.00	1,571,438.00	397,294.15	1,474,256.31	0.00	97,181.69	93.82
FRANCHISE TAXES	0.00	0.00	0.00	2,171,764.00	195,237.95	498,613.78	0.00	1,673,150.22	22.96
SALES TAXES	0.00	0.00	0.00	3,518,123.00	306,265.44	875,444.38	0.00	2,642,678.62	24.88
FEES AND PERMITS	0.00	0.00	0.00	194,779.00	39,426.23	78,040.50	0.00	116,738.50	40.07
LICENSES	0.00	0.00	0.00	133,184.00	27,032.50	74,582.50	0.00	58,601.50	56.00
MUNICIPAL COURT	0.00	0.00	0.00	326,464.00	34,274.71	93,375.78	0.00	233,088.22	28.60
MISCELLANEOUS	0.00	0.00	0.00	544,193.00	48,764.05	150,602.97	0.00	393,590.03	27.67
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,513,498.00	125,624.83	376,874.49	0.00	1,136,623.51	24.90
			I						
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,973,443.00	1,173,919.86	3,621,790.71	0.00	6,351,652.29	36.31
TOTAL REVENUES	0.00	0.00	0.00	9,973,443.00	1,173,919.86	3,621,790.71	0.00	6,351,652.29	36.31
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	100,000.00	8,333.33	24,999.99	0.00	75,000.01	25.00
ADMINISTRATION	1,000.00	1,000.00	0.00	1,336,407.25	93,668.51	241,474.26	8,256.16	1,086,676.83	18.69
INFORMATION TECHNOLOGY	0.00	0.00	0.00	633,976.00	33,413.06	190,695.99	21,922.00	421,358.01	33.54
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	193,464.00	8,438.08	27,868.97	442.96	165,152.07	14.63
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	690,510.00	55,268.49	150,407.27	172.67	539,930.06	21.81
ENGINEERING	0.00	0.00	0.00	421,283.00	35,179.70	100,282.46	3,908.80	317,091.74	24.73
STREETS	0.00	0.00	0.00	828,992.00	123,321.02	251,589.51	22,644.14	554,758.35	33.08
BUILDING & GROUNDS	1,200.00	1,200.00	0.00	385,706.00	40,668.02	83,569.00	17,597.35	284,539.65	26.23
STORMWATER	0.00	0.00	0.00	310,536.00	21,716.16	66,067.46	0.99	244,467.55	21.28
COURT	0.00	0.00	0.00	145,054.00	9,716.32	30,138.51	957.25	113,958.24	21.44
FINANCE	0.00	0.00	0.00	632,057.00	54,413.59	139,966.61	15,420.10	476,670.29	24.58
COMMUNICATIONS	0.00	0.00	0.00	186,021.00	10,084.09	27,161.57	9,982.12	148,877.31	19.97
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	4,000.00	2,000.00	18,400.00	24.59
POLICE	13,881.98	1,999.00	11,882.98	3,962,215.00	309,001.19	874,704.23	6,576.52	3,080,934.25	22.24
EMERGENCY MANAGEMENT	0.00	0.00	0.00	135,804.75	8,048.52	33,086.68	366.84	102,351.23	24.63
		2.30			-,52				
TOTAL EXPENDITURES	16,081.98	4,199.00	11,882.98	9,986,426.00	813,270.08	2,246,012.51	110,247.90	7,630,165.59	23.59

4,199.00 (11,882.98) (12,983.00) 360,649.78 1,375,778.20 (110,247.90) (1,278,513.30)9,747.60-

 $\hbox{\tt C} \ \hbox{\tt I} \ \hbox{\tt T} \ \hbox{\tt Y} \quad \hbox{\tt O} \ \hbox{\tt F} \quad \hbox{\tt R} \ \hbox{\tt A} \ \hbox{\tt Y} \ \hbox{\tt M} \ \hbox{\tt O} \ \hbox{\tt R} \ \hbox{\tt E}$ DEPARTMENT HEAD REPORT - UNAUDITED AS OF: JANUARY 31ST, 2020

REMAINING |

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25 -PARK FUND

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE	TOTAL ENCUMBRANCE	BUDGET	% OF BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
PARKS DIVISION									
PROPERTY TAXES	0.00	0.00	0.00	420,565.00	106,967.56	396,929.04	0.00	23,635.96	94.38
MISCELLANEOUS	0.00	0.00	0.00	23,641.00	634.43	7,221.61	0.00	16,419.39	30.55
FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,790.00	(50.00)	0.00	0.00	6,790.00	0.00
TRANSFERS - INTERFUND	0.00	0.00	0.00	475,000.00	39,583.33	118,749.99	0.00	356,250.01	25.00
TOTAL PARKS DIVISION	0.00	0.00	0.00	925,996.00	147,135.32	522,900.64	0.00	403,095.36	56.47
RECREATION DIVISION									
CONCESSION REVENUE	0.00	0.00	0.00	67,500.00	1.50	33.00	0.00	67,467.00	0.05
FACILITY RENTAL REVENUE	0.00	0.00	0.00	32,900.00	0.00	0.00	0.00	32,900.00	0.00
PROGRAM REVENUE	0.00	0.00	0.00	229,950.00	14,955.01	19,893.61	0.00	210,056.39	8.65
TOTAL RECREATION DIVISION	0.00	0.00	0.00	330,350.00	14,956.51	19,926.61	0.00	310,423.39	6.03
CENTERVIEW									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	62,125.00	8,573.75	16,518.75	0.00	45,606.25	26.59
PROGRAM REVENUE	0.00	0.00	0.00	6,600.00	0.00	50.00	0.00	6,550.00	0.76
TOTAL CENTERVIEW	0.00	0.00	0.00	68,725.00	8,573.75	16,568.75	0.00	52,156.25	24.11
RAYMORE ACTIVITY CENTER									
MISCELLANEOUS	0.00	0.00	0.00	3,000.00	255.00	604.00	0.00	2,396.00	20.13
CONCESSION REVENUE	0.00	0.00	0.00	6,000.00	106.50	186.50	0.00	5,813.50	3.11
FACILITY RENTAL REVENUE	0.00	0.00	0.00	9,875.00	125.00	645.00	0.00	9,230.00	6.53
PROGRAM REVENUE	0.00	0.00	0.00	181,475.00	3,025.00	19,653.25	0.00	161,821.75	10.83
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	200,350.00	3,511.50	21,088.75	0.00	179,261.25	10.53
TOTAL REVENUES	0.00	0.00	0.00	1,525,421.00	174,177.08	580,484.75	0.00	944,936.25	38.05
EXPENDITURE SUMMARY									
PARKS DIVISION	0.00	0.00	0.00	829,114.50	57,403.27	160,107.18	5,988.14	663,019.18	20.03
RECREATION DIVISION	0.00	0.00	0.00	365,815.50	16,663.13	52,218.42	1,600.66	311,996.42	14.71
CENTERVIEW	0.00	0.00	0.00	90,963.00	3,897.73	11,094.58	857.82	79,010.60	13.14
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	234,976.50	13,796.67	23,401.92	2,117.94	209,456.64	10.86
TOTAL EXPENDITURES	0.00	0.00	0.00	1,520,869.50	91,760.80	246,822.10	10,564.56	1,263,482.84	16.92
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	4,551.50	82,416.28	333,662.65	(10,564.56)	(318,546.59)	7,098.72

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50 -ENTERPRISE FUND FINANCIAL SUMMARY

FINANCIAL SUMMARI									
			REMAINING						
	PRIOR YEAR	PRIOR YEAR	PRIOR YEAR	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% OF
	ENDING PO BAL.	PO ADJUST.	PO BALANCE	BUDGET	PERIOD	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
MISCELLANEOUS	0.00	0.00	0.00	63,945.00	2,601.20	25,053.47	0.00	38,891.53	39.18
UTILITY REVENUE	0.00	0.00	0.00	8,986,687.00	649,331.96	1,985,144.45	0.00	7,001,542.55	22.09
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,050,632.00	651,933.16	2,010,197.92	0.00	7,040,434.08	22.21
DEBT SERVICE									
SRF SEWER BONDS									
MISCELLANEOUS	0.00	0.00	0.00	0.00	49.74	364.54	0.00	(364.54)	0.00
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	0.00	49.74	364.54	0.00	(364.54)	0.00
TOTAL REVENUES	0.00	0.00	0.00	9,050,632.00	651,982.90	2,010,562.46	0.00	7,040,069.54	22.21
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	150,000.00	0.00	450,000.00	25.00
WATER	65,838.00	63,654.96	2,183.04	3,294,715.96	266,539.04	583,214.87	(56,222.60)	2,767,723.69	16.00
SEWER	8,015.00	0.00	8,015.00	3,451,768.50	509,866.12	621,472.60	44,401.53	2,785,894.37	19.29
SOLID WASTE	0.00	0.00	0.00	1,818,416.00	266,398.05	266,398.05	0.00	1,552,017.95	14.65
SRF SEWER BONDS	0.00	0.00	0.00	0.00	22.00	22.00	0.00	(22.00)	0.00
TOTAL EXPENDITURES	73,853.00	63,654.96	10,198.04	9,164,900.46	1,092,825.21	1,621,107.52	(11,821.07)	7,555,614.01	17.56

REVENUES OVER/(UNDER) EXPENDITURES (73,853.00) 63,654.96 (10,198.04) (114,268.46) (440,842.31) 389,454.94 11,821.07 (515,544.47) 351.17-

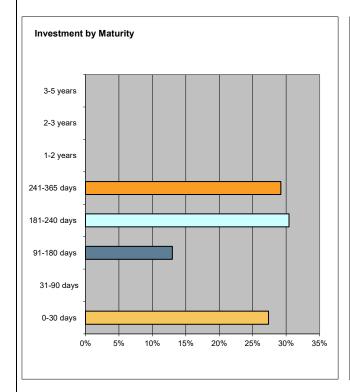
	Investment Monthly Report								
			Investments He	ld at 01/	/31/20				
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/05/19	953697	NASB	CD		12/04/20	2,000,000.00	2,000,000.00	1.9000	2,000,000.00
12/09/19	901192	CBR	CD		12/09/20	2,500,000.00	2,500,000.00	1.6500	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,108,729.69	2,108,729.69	2.4100	2,108,729.69
06/03/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,009,766.11	1,009,766.11	2.4100	1,009,766.11
09/01/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,095,635.13	1,095,635.13	2.4100	1,095,635.13
05/03/19	900656	CBR	CD		05/03/20	2,000,000.00	2,000,000.00	2.3100	2,000,000.00
08/26/19	934746	NASB	CD		08/25/20	2,000,000.00	2,000,000.00	2.0000	2,000,000.00
08/14/19	901032	CBR	CD	Fund 50	08/14/20	687,643.55	687,643.55	1.7500	687,643.55
09/12/19	937641	NASB	CD		09/11/20	2,000,000.00	2,000,000.00	1.9500	2,000,000.00
			Investment Total			15,401,774.48	15,401,774.48		15,401,774.48

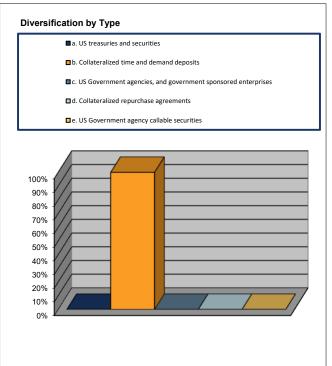
*Market value listed above is the value of the investment at month end

Average Annual Rate of Return: 2.0650

15,401,774.48

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





Listing of Investments Matured During the Quarter									
Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
11/21/18 12/07/18	900320	CBR NASB	CD CD		12/06/19 12/09/19	2,000,000.00 2,500,000.00	2,000,000.00 2,500,000.00	2.7000 2.8000	345 365
					Aver	age Rate of Retur	n on Maturities:	2.76	

January Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied
Emergency Mgmt. Performance Grant - 2020 (Jan Dec. 2020)	FEMA	\$53,788.97 (50% match)	Emer. Mgmt. activities incl: salaries,benefit s,equip.,suppli es, training &travel	Spring 2020	Pending

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$1,121.46	\$0.00	9/30/20
State & Community Hwy. Safety Grant - HMV (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$0.00	\$0.00	9/30/20
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
Parks:					
Recreational Amenity Cost Sharing Program - Community Assistance Program (CAPS)	MO Dept of Conservation	\$178,000 (75% Contribution by CAPS)	\$178,000	\$178,000	As Project is Complete
Emergency Management:					
Emergency Mgmt. Performance Grant - 2019 (Jan Dec. 2019)	FEMA	\$54,788.31 (50% match)	\$53,014.76	\$35,083.83	12/31/19
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

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

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, FEBRUARY 10, 2020 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR PRO TEM HOLMAN, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK JEANIE WOERNER.

- **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.
- 5. Personal Appearances.
- 6. Staff Reports.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet and reviewed upcoming agenda items for the Planning & Zoning Commission and the Board Adjustment. He answered general questions from Council.

City Manager Jim Feuerborn announced that no work session will be held on February 17, President's Day holiday.

- 7. Committee Reports.
- 8. Consent Agenda.
- A. City Council Minutes, January 27, 2020
- B. Resolution 20-05, Approval of Safety Traffic Enforcement Program (S.T.E.P.)-Hazardous Moving Violation Enforcement and Resolution 20-06, DWI Enforcement
- C. Resolution 20-07, Land and Water Conservation Fund Hawk's Nest All-Inclusive Playground
- **D. Board and Commission Appointments**

Resolution 20-08, Appointing Jeremy Mansur to the Planning & Zoning Commission

Resolution 20-09, Re-Appointing Mike Cox to the Board of Appeals

Resolution 20-10, Re-Appointing Chad Buck to the Board of Appeals

Resolution 20-11, Re-Appointing Randy Reed to the Board of Appeals

Resolution 20-12, Re-Appointing Lloyd Brown to the Board of Appeals

Resolution 20-13, Re-Appointing Mike Ekey to the Board of Appeals

Resolution 20-14, Appointing Wade Beck to the Board of Appeals

Resolution 20-15, Appointing Pam Hatcher to the Board of Adjustment

Resolution 20-16, Appointing Jerry Martin to the Board of Adjustment

Resolution 20-17, Appointing Aaron Harrison to the Board of Adjustment

Resolution 20-18, Appointing Terri Woods to the Board of Adjustment

Resolution 20-19, Appointing Susan Dooley to the Board of Adjustment

Resolution 20-20, Appointing Beth Brown to the Arts Commission

Resolution 20-21, Re-Appointing Don Schmidt to the Tax Increment

Financing Commission

Resolution 20-22, Re-Appointing Stephanie Como to the Tax Increment Financing Commission

Resolution 20-23, Appointing Joseph Wells to the Tax Increment Financing Commission

Resolution 20-24, Appointing Bill Welty to the Tax Increment Financing Commission

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad 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. Show Me Green Sales Tax Holiday

BILL 3522: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, COMMITTING THE CITY OF RAYMORE TO PARTICIPATE IN THE SHOW ME GREEN SALES TAX HOLIDAY IN 2020."

City Clerk Jeanie Woerner conducted the second reading of Bill 3522 by title only.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to approve the second reading of Bill 3522 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 announced the motion carried and declared Bill 3522 as **Raymore City Ordinance 2020-004.**

B. Award of Contract - Traffic Study Project

BILL 3508: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILSON & COMPANY FOR THE 58 HIGHWAY/NORTH CASS PARKWAY TRAFFIC STUDY, CITY PROJECT NUMBER 20-346-501, IN THE AMOUNT OF \$137,412 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the second reading of Bill 3508 by title only.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to approve the second reading of Bill 3508 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Carrie allega and la an Dankara	۸

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 3508 as **Raymore City Ordinance 2020-005.**

C. Award of Contract - Marketing/Design Services

BILL 3523: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LYNCHPIN IDEAS FOR DESIGN SERVICES."

City Clerk Jeanie Woerner conducted the second reading of Bill 3523 by title only.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to approve the second reading of Bill 3523 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 announced the motion carried and declared Bill 3523 as **Raymore City Ordinance 2020-006.**

10. New Business. First Readings.

A. Award of Contract - Animal Sheltering Services

BILL 3524: "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO A CONTRACT WITH THE CITY OF PECULIAR FOR ANIMAL SHELTERING SERVICES."

City Clerk Jeanie Woerner conducted the first reading of Bill 3524 by title only.

City Attorney Jonathan Zerr provided a review of the staff report included in the Council packet. The City of Raymore has been approached by the City of Peculiar requesting sheltering services for animals in their City. This was first presented to the Council in a recent work session. The contract provides for an annual fee for service of \$18,000 with additional service costs to be charged to the City of Peculiar.

Councilmember Abdelgawad stated that this will not affect any service levels to Raymore citizens.

MOTION: By Councilmember Barber, second by Councilmember Abdelgawad to approve the first reading of Bill 3524 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.

Mayor Pro Tem Holman and Councilmembers recognized the volunteer appointees to various Boards and Commissions.

Councilmember Burke and Circo recognized celebrations for the KC Chiefs Super Bowl win.

Councilmember Barber called attention to the recent installation of restroom facilities at T. B. Hanna Station.

Councilmember Abdelgawad invited Councilmembers and citizens to attend the February 22 Raymore-Peculiar School Foundation Gala.

Councilmember Holman recounted recents improvements at T. B. Hanna Station.

13. Adjournment.

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Ave

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 7:24 p.m.

Respectfully submitted,

Jeanie Woerner City Clerk

Unfinished Business



CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

DATE: Feb. 10, 2019			
SUBMITTED BY: Jonathan Zerr DEPARTMENT: Legal			
☑ Ordinance ☐ Resolution ☐ Presentation ☐ Public Hearing ☐			
□ □ □ □ □ □ □			
TITLE / ISSUE / REQUEST			
Bill 3524 - Award of Contract, Sheltering Services			
STRATEGIC PLAN GOAL/STRATEGY			
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			
Contract			
REVIEWED BY:			

JCJZME

BACKGROUND / JUSTIFICATION

The City of Peculiar has requested that the Raymore Animal Shelter provide sheltering services for animals from its jurisdiction. Previously, the City of Harrisonville had provided these services to Peculiar. The contract between the two Cities expires on Feb. 29 and the City of Harrisonville declined to renew the contract. The contract between the City of Raymore and City of Peculiar outlines the services provided by the Raymore Animal Shelter and Animal Control Officers in partnership with the Peculiar Police Department.		

BILL 3524 ORDINANCE

"AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO A CONTRACT WITH THE CITY OF PECULIAR FOR ANIMAL SHELTERING SERVICES."

WHEREAS, the City of Peculiar recently approached the City of Raymore requesting the use of the Raymore Animal Shelter; and

WHEREAS, the Raymore Animal Shelter currently has the capacity to provide said services.

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

<u>Section 1</u>. The Agreement is hereby approved and the authorized representative of the City is hereby directed to enter into the Agreement with the City of Peculiar, attached as **Exhibit A**.

<u>Section 2</u>. The Mayor shall be the authorized representative of the City herein for all instruments identified in Section 4.4(e) of the Charter.

<u>Section 3</u>. The Mayor is authorized to execute the Agreement for and on behalf of the City of Raymore and direct the City Manager to take the necessary steps under the Agreement to implement its terms.

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

<u>Section 5. Severability</u>. 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 FEBRUARY, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF FEBRUARY, 2020, 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

Bill 3524 2

Animal Control Sheltering Services Agreement

City of Raymore, Missouri City of Peculiar Missouri

This Animal Control Sheltering Services Agreement ("Agreement") made and entered into this

day of February 2020, by and between the City of Raymore, Missouri ("Raymore"), a municipal corporation of the State of Missouri, and the City Peculiar ("Peculiar"), a municipal corporation of the State of Missouri. Raymore and Peculiar are sometimes collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Raymore currently operates the Raymore Animal Control Unit ("ACU") and owns the Raymore Animal Shelter ("Shelter"); and

WHEREAS, Peculiar does not have an animal control division, or own or operate a shelter for kenneling and sheltering services; and

WHEREAS, Raymore and Peculiar desire to enter into this Agreement by which Raymore will provide kenneling and sheltering services for animals detained within the corporate city limits of Peculiar.

FOR AND IN CONSIDERATION OF THE COVENANTS SET FORTH HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 1. Raymore shall provide animal control and sheltering services ("Sheltering Services") upon request by Peculiar for Eligible Animals (defined infra.) pursuant to and during the terms of this Agreement in accordance with the Raymore Animal Control Operational Guidelines ("Guidelines") as may be amended from time to time.
- 2. Other Space. In the event Peculiar needs additional space than available at the Shelter, additional Eligible Animals will receive Sheltering Services as may be determined by the ACU Shelter Commanding Officer in alternative locations ("Alternate Shelter Options") (based upon availability of cages, veterinary care, or the ability to combine Eligible Animals and available cages), which may include, for example, fostering with local families or transferring the Eligible Animals to a no-kill shelter within the Greater Kansas City Metropolitan Area. Costs incurred for Eligible Animals that are either fostered or transferred will be paid by Raymore and those charges will be applied consistent with methods described in Section 6 below.
- 3. <u>Scope of Agreement.</u> The only services provided under this Agreement relate to Sheltering Services to include: acquisition of detained Eligible Animals from representatives of the Peculiar Police Department; transport of the Eligible Animals for Sheltering Services;

arranging for veterinary care services as may be reasonably necessary for the Eligible Animals during the time that they are under the supervision and control of the ACU; check in and discharge document administration (if any); care and feeding of each Eligible Animal during each day that it is under the control of Raymore; kenneling, sheltering and adoption of Eligible Animals; and related services as described in the Guidelines.

- 4. <u>Excluded Services</u>. The Raymore ACU shall not be required to provide, and is specifically excluded under the terms of this Agreement from providing, any other animal control services, which shall specifically include but not be limited to the following:
 - A. Trapping or capture of feral animals or wildlife within the corporate city limits of Peculiar,
 - B. Enforcing ordinance violations within the corporate city limits of Peculiar including issuance of citations for violation of the Peculiar Code,
 - C. Pickup and disposal of deceased animals within the corporate city limits of Peculiar,
 - D. Sheltering of animals for rabies quarantine holds,
 - E. Sheltering of animals that are voluntarily relinquished by their owners if residents of Peculiar, and
 - F. Such other animal control services that may be deemed by the ACU to be outside and beyond the scope of agreement identified in Section 2(B) above.
- 5. <u>Eligible Animals</u>. As used in this Agreement, Eligible Animals shall be defined as those animals that are caught and/or detained within the corporate city limits of Peculiar and transferred to the custody of a Raymore Animal Control Officer ("ACO"). Raymore will only provide Sheltering Services to those types of animals, which it accepts at its Shelter, pursuant to its Guidelines and any applicable Raymore ordinances. The Parties recognize that Raymore reserves the right to amend said Guidelines at its sole discretion and reserves the right to refuse Sheltering Service on a case-by-case basis as determined by the ACU Commanding Officer.

6. Animal Control Services.

A. <u>Animal Control Officers</u>. The City Raymore and the assigned ACOs shall have the status of an independent contractor/vendor for purposes of this Agreement. The ACOs assigned to service this Agreement in Peculiar shall be:

- (i) Employees of Raymore, and shall be subject to its control and supervision; and
- (ii) Subject to current procedures and command authority in effect for Raymore and the Raymore Police Department, including attendance requirements at all mandated training and testing to maintain state certification.

Peculiar agrees to have a Missouri POST certified law enforcement officer ("Peculiar Officer") with the assigned ACO at the location of any call within the corporate city limits of Peculiar necessitating the transport services of Raymore under this Agreement. The Peculiar Officer shall be responsible for maintaining the safety of the location for the ACO, issuing any citations for violation of the Peculiar Code of Ordinances.

- B. <u>Authorized Representative</u>. Peculiar shall appoint one or more employees ("Authorized Representative(s)") who shall have the authority to discuss the Sheltering Services of Eligible Animals with their identified owner(s) and to authorize their release by the Raymore ACU.
- C. <u>Applicable Standards</u>. Raymore shall be deemed to have assumed possession of any Eligible Animal from Peculiar as soon as actual physical control of the Eligible Animal has been transferred to the Raymore ACO responding to a call for service. Upon acquiring possession by Raymore, it shall be subject to the Guidelines and all applicable Raymore ordinances. Prior to acceptance of possession by Raymore, any Eligible Animal shall be deemed to be the responsibility of Peculiar.

7. Term and Termination.

- A. <u>Term.</u> The term of this Agreement shall be for one (1) year commencing upon the date that it is executed by both the Mayor of Raymore and the Mayor of Peculiar after approval of the same by their respective Governing Bodies.
- B. <u>Extensions</u>. This Agreement may be extended for successive one (1) year terms unless either Party gives ninety (90) days prior written Notice as provided for herein stating that this Agreement will not be renewed. The day after the anniversary of the execution of this Agreement shall be identified herein as the "Renewal Date".
- C. <u>Termination Without Cause</u>. This Agreement may be terminated at any time by either Party "without cause" and at will by the terminating Party providing ninety (90) day prior written Notice as provided for herein to the non-terminating Party.

- D. <u>Termination With Cause</u>. This Agreement may be terminated at any time by either Party "with cause" for the breach of any one or more of the terms set forth herein. Written Notice of termination "with cause" shall be provided by a terminating Party to the non-terminating Party. Such Notice shall include the basis for the termination, the date upon which the breach occurred, the manner in which said breach can be cured within fifteen (15) business days of the Notice being delivered and the effective date of termination should such breach not be adequately cured to the satisfaction of the terminating Party.
- E. <u>Amounts Due</u>. Any outstanding sums due Raymore for Sheltering Services shall be paid and brought current within thirty (30) days immediately following termination either with or without cause.

8. <u>Fees and Billing</u>.

- A. <u>Annual Charge</u>. Peculiar agrees to pay to Raymore Eighteen Thousand and 00/100 Dollars (\$18,000.00) annually in twelve (12) equal monthly installments of One Thousand and 500 Dollars (\$1,500.00) ("Monthly Charge"), due and payable on the 1st day of each month during the term of this Agreement. In exchange for payment of the Annual Charge, Raymore shall provide the Sheltering Services pursuant to the Scope of Agreement provided herein.
- B. <u>Additional Charges</u>. In addition to the Monthly Charge, Peculiar agrees to pay the following additional charges ("Additional Charges") as accrued and billed by Raymore on the Monthly Invoices (defined infra.):
 - (i) Costs accrued and billed to Raymore for Alternate Shelter Options, but only if the Shelter does not have available space upon taking possession of the Eligible Animal(s), and
 - (ii) Veterinary care and costs, medications and special dietary needs incurred by Raymore on any Eligible Animal while under the possession and control of Raymore. The Authorized Representative may: (a) establish a policy setting a maximum cap for all animals ("Cap"), or (b) a maximum authorized expense on a case-by-case basis, for veterinary treatment of the Eligible Animals. Raymore will defer to the medical recommendation of the treating veterinarian for reasonable treatment within the Cap established per Eligible Animal, including the right to euthanize said Eligible Animal.
- C. <u>Billing Period and Process</u>. The billing period for the Monthly Charge and any Additional Charges shall be from the 1st of each month through the last day of each month. Raymore shall mail an invoice to Peculiar for all fees (Monthly Charges and Additional Charges)

generated in the immediately preceding month, which invoice will be due thirty (30) days after the invoice date. The invoice shall list the following information:

- (i) Any prior balance due,
- (ii) The Monthly Charge,
- (iii) Itemization of the Additional Charges, including details on the identification of the Eligible Animal by species and sex, an itemized list of all applicable Additional Charges.

At no time will Raymore be responsible for the collection of any fees associated with the detainment of Eligible Animals. Raymore will release Eligible Animals receiving Sheltering Services to an owner only upon presentation of a receipt of payment from the Authorized Representative.

If a balance at year end is due to Raymore by Peculiar, that unpaid balance shall be paid and brought current within thirty (30) days of written Notice of the same. If the balance due at year end is not paid and brought current within thirty (30) days, then additional Sheltering Services may be suspended and Raymore may refuse to take any further Eligible Animals until such time as the balance is paid in full. Raymore shall retain the Eligible Animals subject to the Guidelines until such time as the balance due is paid and brought current.

The Monthly Charge shall be subject to change annually effective upon the Renewal Date of this Agreement. Raymore shall provide written Notice to Peculiar of any proposed increase in the Monthly Charge no less than ninety (90) days prior to the Renewal Date. Such increase in the Monthly Charge shall become effective upon the Renewal Date unless Peculiar makes written objection to the same no less than thirty (30) days prior to the annual Renewal Date. If Peculiar objects to the fee increase, and the Parties are unable to resolve the dispute, this Agreement shall be terminated for cause according to the provisions provided in Section 5D above.

9. Records, Access & Monitoring.

A. The Authorized Representative of Peculiar shall have access to the Shelter, the Allotted Space and records pertaining to the Sheltering Services provided under this Agreement ("Peculiar Records") during normal working hours. For the purposes of administration, normal working hours shall be defined herein as Monday through Friday 8:00 a.m. to 5:00 p.m., not to include Raymore recognized holidays).

- B. The Peculiar Records shall be available at the Shelter for monitoring purposes. Peculiar will be responsible for maintaining any and all animal control records according to State Standard policy.
- C. Raymore agrees to create a Peculiar Record for the Authorized Representative of Peculiar for each Eligible Animal that Raymore provides Sheltering Services to under this Agreement. The Peculiar Records shall include the following:
 - (i) The name of the Peculiar officer requesting Sheltering Services,
 - (ii) The complaint number (if applicable),
 - (iii) The species and sex of each Eligible Animal,
 - (iv) The intake date of each Eligible Animal,
 - (v) The outcome date for each Eligible Animal,
 - (vi) The total days Raymore provided Sheltering Services for each Eligible Animal,
 - (vii) The outcome disposition for each Eligible Animal, and
 - (vii) The itemized list of all Additional Charges.
- 10. <u>Permit Requirements</u>. Raymore shall maintain a current Missouri Department of Agriculture permit for the retrieval of animals and either an impoundment facility or a shelter facility and operate within any state statutory requirements and guidelines.
- 11. <u>Indemnification</u>. In the performance of the Sheltering Services provided for under this Agreement, Raymore shall be liable only for the gross negligence, willful misconduct or bad faith of Raymore, its officers, agents, employees, ACOs, the ACU or their authorized representatives. To the extent permitted by law, Peculiar agrees to indemnify Raymore and save it harmless against any and all claims and liabilities, including, judgments, costs and reasonable attorney fees, for anything done or omitted by Raymore in the execution of this Agreement, including but not limited to:
- A. Claims of inadequate or improper veterinary treatment, care or Sheltering Services provided to any Eligible Animal; and
- B. Wrongful disposition of any Eligible Animal when such Eligible Animal was disposed of pursuant to the written directive of the Authorized Representative(s) of Peculiar or

the adopted procedures or Guidelines of Raymore, either by adoption, euthanasia, or other means whatsoever.

- Breach/Damages/Attorney Fees. If either Party (the "Defaulting Party") breaches any 12 provision of this Agreement, which causes damage to the other Party (the "Non-defaulting Party"), the Non-defaulting Party may provide Notice to the Defaulting Party in writing and request it to rectify and correct such breach; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fifteen (15) business days, upon the issuance of the written Notice by the Non-defaulting Party, the Non-defaulting Party may take the actions pursuant to this Agreement including termination of this Agreement with cause, initiation of action in the Circuit Court of Cass County, Missouri for specific performance and/or payment, or pursue any other remedies in accordance with the laws of the State of Missouri. In the event that any suit or action is instituted under or in relation to this Agreement including without limitation to enforce any provision of this Agreement, the prevailing Party in such dispute shall be entitled to recover from the losing Party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.
- 13. ACU Designation and Authorized Representative Designation.

A. The ACU Representative: Chief of Police

Raymore Police Department

100 Municipal Circle Raymore, MO 64083

B. The Authorized Representative: Chief of Police

Peculiar Police Department

224 N. Main Street Peculiar, MO 64078

- 14. <u>Return and Adoption Procedure</u>. Any Eligible Animal under the control and custody of Raymore shall become the property of Raymore and available for adoption pursuant its policies, procedures and/or Guidelines after five (5) days of consecutive Sheltering Services. Raymore shall not be required to notify Peculiar in advance of the disposition of any Eligible Animals. Any impounded Eligible Animal shall be returned to the owner upon presentation of a signed Receipt and Release from the Authorized Representative of Peculiar presented to the ACU confirming payment of any fines, penalties or fees required.
- 15. <u>General Conditions and Requirements.</u>

February 24, 2020 City Council Meeting Page 42 of 230

A. <u>Entire Agreement</u>. This Agreement embodies the entire agreement between the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written between the Parties.

B. <u>Modification/Governing Law</u>. This Agreement may not be modified, amended or changed except by an agreement in writing, signed by the Mayors of both Peculiar and Raymore, following the approval of their respective governing bodies.

C. <u>Governing Law/Venue</u>. This Agreement may be enforced and shall be governed by, and construed in accordance with, the internal law of the State of Missouri including but not limited to Section 340.288, regarding ownership of abandoned animals. Proper venue for any action to enforce this Agreement shall be the Circuit Court of Cass County, Missouri at Harrisonville.

D. <u>Non-assignment</u>. This Agreement and the rights, benefits, liabilities and obligations contained in it cannot be assigned, sold, conveyed or pledged in whole or in part, to any person or entity that is not a Party to this Agreement without the express written authorization of all the Parties, and any assignment by a Party to another third-person or party will not negate the liability of the assigning Party to the third-person or other Parties unless expressly authorized in writing by all the Parties.

E. <u>Binding Agreement</u>. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns or designees as provided by law.

- F. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement.
- G. <u>Execution by Facsimile/Electronic Transmission</u>. If a Party signs this Agreement and transmits a facsimile or electronic transmission of the signature page to the other Party, the Party who receives the transmission may rely upon the facsimile or electronic transmission as a signed original of this Agreement.
- H. <u>Notices</u>. Any notices, correspondence or materials required by this Agreement shall be delivered to the Parties at the addresses provided as follows:

If to Raymore:

Jim Feuerborn City Manager 100 Municipal Circle

Raymore, MO 64083

With a copy to: Jonathan S. Zerr

City Attorney

KAPKE & WILLERTH 3304 NE Ralph Powell Road Lee's Summit, MO 64064

If to Peculiar: Carl Brooks

Interim City Administrator

250 S. Main Street Peculiar, MO 64078

With a copy to: Joseph G. Lauber

City Attorney

LAUBER MUNICIPAL LAW, LLC

250 NE Tudor Road

Lee's Summit, MO 64086

All notices, requests, demands and other communications hereunder (a "Notice") shall be deemed to have been duly given if the same shall be in writing and shall be delivered by a nationally recognized overnight delivery service, with cost borne by the sender (marked by the sender for next business day delivery), or sent by certified United States mail, return receipt requested, postage pre-paid, and addressed as set forth above. Notices given by a nationally recognized overnight delivery service shall be deemed given the next business day after deposit with such delivery service in accordance with the requirements hereof, and Notices given by certified mail shall be deemed given the third (3rd) business day after deposit with the United States Postal Service in accordance with the requirements hereof.

- I. <u>Delay Not a Waiver</u>. Neither the failure of, or delay by, any Party to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- J. <u>Cure</u>. Prior to filing any pleading or instituting any legal actions related to a breach of this Agreement, a Party whose rights, powers, privileges or interests have been harmed by said breach, shall provide the breaching Party with written notice of the breach, the manner in which the breach may be cured, and fifteen (15) business days in which to cure the breach, before filing the threatened pleading or instituting the contemplated legal action.

- K. <u>Severability</u>. In the event any one or more of the provisions contained in this Agreement shall for any reason by held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
 - L. <u>Construction of Agreement</u>. No inference in favor of, or against any Party shall be drawn from the fact that counsel for such Party has drafted any portion of this Agreement, each Party having the right to be represented by counsel of that Party's choosing in the negotiation of the terms and conditions of this Agreement.
- M. <u>Headings</u>. The headings in this Agreement are for convenience of reference only and shall be given no effect in the interpretation of this Agreement.
- N. <u>Cooperation.</u> Each Party agrees to cooperate (including the execution of any additional documents) necessary to effectuate the terms of this Agreement. The Paities also agree to refrain from unnecessarily prejudicing the position or hindering the ability of any Party to complete their requirements, conditions and obligations under this Agreement.
- O. <u>Prohibition of Indirect Action.</u> Any act that the Parties are prohibited from doing directly shall not be done indirectly through an affiliate or by any other indirect means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF PECULIAR, MISSOURI	CITY OF RAYMORE, MISSOURI
A Municipal Corporation	A Municipal Corporation
Holly J. Stark Mayor	Kristopher P. Turnbow, Mayor
ATTEST: A Classect	ATTEST:
Deputy City Clerk	City Clerk
Approved as to form:	Approved as to form:
Josep A. Lande	
City Attorney	City Attorney

New Business



CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

	AGENDATI	LWINTORMA	TION FORM		
DATE: Feb. 24, 20	20				
SUBMITTED BY: Jim Cadoret DEPARTMENT: Development Services			nt Services		
	☐ Resolu	ution \Box	Presentation	X	Public Hearing
☐ Agreement	☐ Discus	ssion	Other		
	TITL	.E / ISSUE / RI	EQUEST		
Bill 3529: Sunset Pla	aza Rezoning				
	STRATEG	SIC PLAN GOA	L/STRATEGY		
3.2.4: Provide qualit	y, diverse hou	sing options th	at meet the need	ls of c	our community.
	F	INANCIAL IMP	ACT		
Award To:					
Amount of Request	/Contract:				
Amount Budgeted:					
Funding Source/Ac	count#:				
	PI	ROJECT TIME	LINE		
Estimated Start Date Estimated End Date					
	STAFF RECOMMENDATION				
		Approval			
0	THER BOARD	S & COMMISS	SIONS ASSIGNE	ED.	
Name of Board or Commission: Planning and Zoning Commission					
Date:		2/18/2020			
Action/Vote:		Approval 7-1			
LIST OF REFERENCE DOCUMENTS ATTACHED					
Staff Report					
Preliminary Plan					
	F	REVIEWED BY	·:		
		Jim Feuerborn			

BACKGROUND / JUSTIFICATION

Sean Siebert is requesting to reclassify the zoning of 5+ acres located north of Pine Street, east of Sunset Lane, from C-1 (Neighborhood Commercial) and C-2 (General Commercial) to PUD (Planned Unit Development). The rezoning would allow for 67 townhome units to be constructed.			

BILL 3529 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "C-1" NEIGHBORHOOD COMMERCIAL DISTRICT AND "C-2" GENERAL COMMERCIAL DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 5.04 ACRE TRACT OF LAND LOCATED NORTH OF PINE STREET, EAST OF SUNSET LANE, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on February 18, 2020, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

WHEREAS, the City Council held a public hearing on February 24, 2020, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

<u>Section 1</u>. The City Council makes its findings of fact on the application and accepts the recommendation of the Planning and Zoning Commission.

<u>Section 2</u>. The Zoning Map of the City of Raymore, Missouri is amended by rezoning from "C-1" Neighborhood Commercial District and "C-2" General Commercial District to "PUD" Planned Unit Development District, for the following property:

ALL OF LOTS 99, 100, 101, 108, 109, AND 110 OF TOWN CENTER 4TH PLAT, RAYMORE, CASS COUNTY, MISSOURI, TOGETHER WITH THAT PART OF LOT 106 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERN MOST CORNER OF LOT 106, SAID TOWN CENTER 4TH PLAT, THENCE NORTHERLY N02°57'16"E; ON THE EAST LINE OF SAID LOT 106, BEING A COMMON LOT LINE WITH SAID LOT 109, 132.93 FEET MEASURED, 137.93 FEET PLAT TO THE NORTHWEST CORNER OF SAID LOT 109; THENCE SOUTHWESTERLY S47°43'31"W; 81.52 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SUNSET LANE, AS DEDICATED IN SAID TOWN CENTER 4TH PLAT; THENCE S42°16'29"E ON SAID RIGHT OF WAY LINE; 17.82 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT ON SAID RIGHT OF WAY LINE (SAID CURVE HAVING A RADIUS OF 230.00 FEET; A CHORD BEARING S32°38'50"E, A CHORD DISTANCE OF 76.88 FEET) AN ARC LENGTH OF 77.23 FEET TO THE POINT OF BEGINNING. CONTAINS 5.044 ACRES MORE OR LESS.

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

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

DULY READ THE FIRST TIME THIS 24TH DAY OF FEBRUARY, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF MARCH, 2020, 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

Bill 3529 2



To: City Council

From: Planning and Zoning Commission

Date: February 24, 2020

Re: Case #19007: Sunset Plaza PUD Rezoning/Preliminary Dev. Plan.

GENERAL INFORMATION

Applicant/ SPC, LLC

Property Owner: 33i

Lake Lotawana, MO 64086

Requested Action: Reclassification of zoning from "C-1" Neighborhood

Commercial and "C-2" General Commercial to "PUD" Planned Unit

Development

Property Location: Generally located on Conway Street, between Sunset Lane

and N. Park Drive



Site Photographs:



View looking north along Sunset Land from the intersection of Sunset and W. Pine.



View looking north from W. Pine Street along the eastern property line. Existing two-family dwellings to the east.



View looking south along Conway Street toward the existing two-family dwellings along W. Pine Street.



View looking north along Conway Street at the South Metro Fire Station near the project's north property line.



View looking west along Conway towards Sunset Lane.



View looking west toward Sunset Land from the intersection of W. Pine St. and Conway St. $\,$

Existing Zoning: "C-1" Neighborhood Commercial District

"C-2" General Commercial District

Proposed Zoning: "PUD" Planned Unit Development



Existing Surrounding Uses: North: Commercial

South: Two-Family Residential **East:** Two-Family Residential **West:** Commercial/Public Use

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for Commercial development.

Major Street Plan: The Major Thoroughfare Plan Map contained in the Growth Management Plan classifies N. Sunset Lane and W. Pine Street as Minor Collector Roadways. Conway Street is classified as a local road.

Legal Description: ALL OF LOTS 99, 100, 101, 108, 109, AND 110 OF TOWN CENTER 4TH PLAT, RAYMORE, CASS COUNTY, MISSOURI, TOGETHER WITH THAT PART OF LOT 106 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERN MOST CORNER OF LOT 106, SAID TOWN CENTER 4TH PLAT, THENCE NORTHERLY N02°57'16"E; ON THE EAST LINE OF SAID LOT 106, BEING A COMMON LOT LINE WITH SAID LOT 109, 132.93 FEET

MEASURED, 137.93 FEET PLAT TO THE NORTHWEST CORNER OF SAID LOT 109; THENCE SOUTHWESTERLY S47°43'31"W; 81.52 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SUNSET LANE, AS DEDICATED IN SAID TOWN CENTER 4TH PLAT; THENCE S42°16'29"E ON SAID RIGHT OF WAY LINE; 17.82 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT ON SAID RIGHT OF WAY LINE (SAID CURVE HAVING A RADIUS OF 230.00 FEET; A CHORD BEARING S32°38'50"E, A CHORD DISTANCE OF 76.88 FEET) AN ARC LENGTH OF 77.23 FEET TO THE POINT OF BEGINNING. CONTAINS 5.044 ACRES MORE OR LESS.

Advertisement: January 30, 2020 edition of The Journal

February 6, 2020 edition of The Journal

Public Hearing: February 18, 2020 Planning Commission meeting

February 24, 2020 City Council meeting

Items of Record: Exhibit 1. Mailed Notices to Adjoining Property Owners

Exhibit 2. Notice of Publication

Exhibit 3. Unified Development Code

Exhibit 4. Application

Exhibit 5. Growth Management Plan

Exhibit 6. Staff Report

Exhibit 7. Proposed Development Plan

Exhibit 8. Resident comments

Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to reclassify the zoning designation of 5.05 acres of land from the current "C-1" Neighborhood Commercial District and "C-2" General Commercial District classification to a "PUD" Planned Unit Development District classification. A request for PUD zoning includes submittal of a proposed preliminary development plan for a residential development.

REZONING REQUIREMENTS

Chapter 470: Development Review Procedures outlines the applicable requirements for Zoning Map amendments.

Section 470.020 (B) states:

"Zoning Map amendments may be initiated by the City Council, the Planning and Zoning Commission or upon application by the owner(s) of a property proposed to be affected."

Section 470.010 (E) requires that an informational notice be mailed and a "good neighbor" meeting be held.

Section 470.020 (F) requires that a public hearing be held by the Planning and Zoning Commission and the City Council. The Planning and Zoning Commission will submit a recommendation to the City Council upon conclusion of the public hearing.

Section 470.020 (G) outlines eleven findings of fact that the Planning and Zoning Commission and City Council must take into consideration in its deliberation of the request.

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

- Lots 99, 100 and 110 along W. Pine Street were rezoned from "C-2" Neighborhood Shopping Center District and "R-2" Two Family Residential District to the current "C-1" Neighborhood Commercial District on August 28, 2000.
- Lots 101, 108 and 109 were rezoned from "R-2" Two Family Residential District to the current "C-2" Neighborhood Commercial District on August 28, 2000.
- The Town Center 4th Plat, which created the subject properties, was approved by the City on May 14th 2001.
- A Building Permit for the commercial building located directly north of the subject properties (613 W. Conway) was issued on May 22, 2014.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor Informational meeting was held on May 22, 2019. Three residents attended the meeting in addition to City staff and the project applicant. A summary of the meeting is provided below:

What will be the price point of the units?

All units will be rented. Rent will range from \$1,200 to \$1,900 per unit.

Will vehicles parked in the driveway create a line-of-sight problem for vehicles traveling on Sunset Lane?

All units that face Sunset Lane have 2 parking spaces in the garage (1 space behind another), with an extended length driveway for additional vehicles and guest parking.

What are the size of the units?

All units will contain 3 bedrooms. 28 units will have 2/car garages and 39 units will have 1 car garages.

What type of screening will be installed along the east property line?

A type "A" screen will be installed that will consist of tall evergreen trees. The developer did not want to install a fence that would create a "wall" effect. There are several existing duplex properties to the east that already have a privacy fence. The use of a natural tree buffer is more costly to install but will provide a nicer and more natural buffer.

Will pets be allowed in the units?

Pets under 40 pounds are allowed. There is a \$500 charge plus a \$50/month fee that is used for weekly pet waste disposal.

Is the public infrastructure adequate to support the development? (Concern expressed on traffic signal at Sunset and 58 Highway; can schools handle the extra children; is multi-family appropriate behind Centerview; is this the right location for multi-family)

Timing of traffic signal can be adjusted if traffic volume increases on Sunset Lane.

When advised of the proposed development the School District responded that the area in question is in the Raymore Elementary boundary where there is room for student growth (in relation to building capacity).

Trees and natural screening exist between Centerview and the proposed development. There are already several duplex buildings much closer to Centerview than the proposed development.

The location is ideal for multi-family development. The site is bounded by two collector roadways. There is commercial zoning to the north and to the west. There are existing two-family dwellings to the south and to the east. Development of multi-family on the property is a natural transition between the existing two-family dwellings and commercial land.

The Planning and Zoning Commission, at its June 18, 2019 meeting, was unable to conduct business due to a lack of quorum. Commissioners present at the meeting voted 4-0 to continue Case #19007 Conway Place PUD Rezoning and Preliminary Development Plan to the July 2, 2019 meeting of the Planning and Zoning Commission.

Following the meeting, the applicants held an additional good neighbor meeting to address questions and concerns from residents in the audience. 17 residents stayed for the meeting. Below is a summary of the discussion:

<u>Is there any possibility of restricting the development as a senior living community?</u>

There are no proposed age restrictions for the development. The layout of the site, proposed unit types, and floor plans do not typically lend themselves to senior residents. The topography of the site will require steps at the entrance into the units. Additionally, the proposed units are two-story units, thus requiring stairways on the interior as well.

Will there be basements or tornado/storm shelters for residents?

Some of the proposed units will have basements, and some will be slab-on-grade foundations. There will not be any dedicated storm shelters built as part of this project.

City Code does not <u>require</u> storm shelters or basements in any residential structure. Additionally, City Hall is designated as a public storm shelter, and would be available for any resident within the City in the event of a tornado or severe storm.

What will be the impact on the intersection of Sunset Lane and 58 Highway, specifically the timing of the traffic signal?

The potential traffic impacts on the surrounding intersections were evaluated as part of the requested rezoning. The City maintains control of the signal at 58 Highway and Sunset, and has the ability to adjust the timing if necessary.

ENGINEERING DIVISION COMMENTS

The Engineering Division of the Public Works Department has reviewed the application and indicated that it does comply with the design standards of the City of Raymore and recommends approval of the application. Please see the attached memorandum for specific comments.

STAFF COMMENTS

- 1. Attached single family dwellings, commonly referred to as townhomes, are only permitted under the "R-3" Medium Density Residential District, and the "R-3A" Multiple Family Residential District. Under the R-3 and R-3A zoning district there are use standards, contained in Section 420.010 of the Unified Development Code (UDC), specific to single-family attached dwelling units.
- 2. A Planned Unit Development District (PUD), is a special purpose zoning district intended to encourage the unified design of residential development. The district provides flexibility in the design of buildings, yards, courts, and circulation in exchange for the provision of platted common open space, amenities and design excellence. The district can be approved to accommodate the development of attached single family townhomes. The standards of Section 420.010 do not apply in a PUD.
- 3. The existing and proposed development standards applicable to the property are as follows:

	C-2 (Existing)		PUD (Proposed)
Minimum Lot Area		Minimum Lot Area	
per lot	-	per lot	10,000 sq.ft.
per dwelling unit	2,000 sq.ft.	per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	100	Minimum Lot Width (feet)	90
Minimum Lot Depth (feet)	100	Minimum Lot Depth (feet)	100
Yards, Minimum (feet)		Yards, Minimum (feet)	
front	30	front	30
rear	20	rear	19
side	10	side (interior)	8
side, abutting residential district	20	side (exterior)	15
Maximum Building Height (feet)	80	Maximum Building Height (feet)	50
Maximum Building Coverage (%)	40	Maximum Building Coverage (%)	40

- 4. The creation of a Planned Unit Development allows for greater flexibility in the design of buildings, yards, courts and circulation in exchange for the provision of platted common open space, amenities and enhanced design. The following components of the proposed development are being included as part of the PUD request:
 - **Variety in Building Elevations -** The developer has provided (3) distinct floor plans, each with a distinct building facade. The variety in building types will help mitigate the appearance of monotony within the development.
 - Private Drive The PUD is necessary for the private drive for two reasons. (1) the lots that front the private drive do not have frontage along a public street, as required by the R-3 and R-3A zoning districts, and; (2) the PUD provides the necessary mechanisms for the control and maintenance of the private drive, and other open space areas by the developer.
 - Reduced Front and Side Yard Setbacks The PUD designation provides flexibility in the placement of buildings on the site. The reductions being requested pertain to the front-yard setbacks on corner lots, as well as the side-yard setbacks between buildings, as outlined below.

	PUD (Proposed)	R-3A
Minimum Lot Area		
per lot	10,000 sq.ft.	12,000 sq.ft.
per dwelling unit	2,000 sq.ft.	2,000 sq.ft.
Minimum Lot Width (feet)	90	90
Minimum Lot Depth (feet)	100	120
Yards, Minimum (feet)		
front	30	30
rear	19	30
side (interior)	8	10
side (exterior)	15	30
Maximum Building Height (feet)	50	50
Maximum Building Coverage (%)	40	40

5. The minimum parking standards for the uses allowed within the proposed

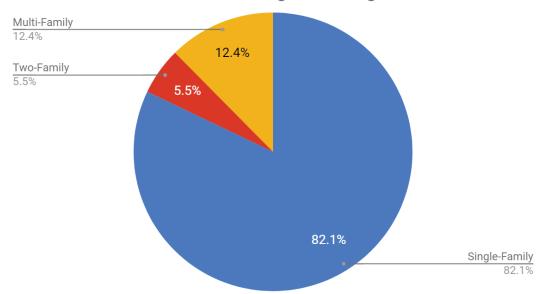
development are as follows:

Use	Minimum Parking Spaces Required
RESIDENTIAL USES	
Single Family Dwelling, Attached	2 per dwelling unit

Based on the 67 proposed units, a total of 134 spaces are required. Through the provision of elongated driveways, and a mix of 1 and 2-car garages, a total of 268 parking spaces are provided.

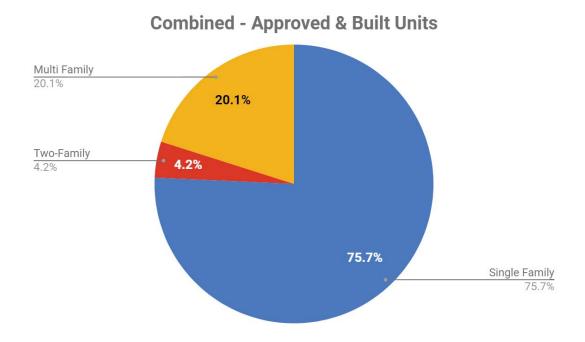
- 6. A Type-A screen will be provided along the northern and eastern property lines abutting the adjacent commercial and residential properties, as shown on the Landscaping Plan. This alleviates the requirement for the owners of the adjacent commercial lots to provide screening when those properties develop. The screening along the eastern property line will provide a visual break between the proposed units, and the existing homes to the east.
- 7. A development agreement has been prepared for the proposed rezoning and development plan that outlines the expectations from the applicant, property owner and City regarding the project.
- 8. For the past 10 years construction of residential dwelling units has predominantly consisted of single-family detached homes, as summarized below:
 - Single Family Dwellings 82.1%
 - Two Family Dwellings 5.5%
 - Multi Family Dwellings 12.4%

10 Year Housing Percentages



9. The overall residential land use ratio for the City, combining all of the existing dwelling units in the City with the total number of units currently approved but not yet constructed, is summarized below.

Even with the recently approved multi-family developments, the percentage of single-family housing remains at nearly 76%. The housing stock in Raymore is clearly dominated by single-family detached residential homes.



The 20.1% multi-family summary includes multi-family units within the following developments: Foxwood Springs; Manor Homes of Eagle Glen Apartments; and the proposed developments of The Lofts at Foxridge apartment community and the Venue of The Good Ranch townhome community

The 75.7% single-family summary includes all existing detached single-family homes and those undeveloped lots upon which a permit can be immediately issued.

With affordability of housing a continued topic of concern, variability in housing types is the most economical way to achieve affordability. Maintaining a balance of options for homeowners is important to continuing to build a city that is available to all.

10. The rezoning request was shared with the Raymore-Peculiar School District. The District indicated that the subject property falls within the Raymore Elementary attendance boundary, which has capacity for additional students.

- 11. The rezoning request and development plan were shared with the South Metropolitan Fire Protection District. The District requested the addition of the fire access lane, connecting the private drive (Anne Court) to Conway Street, which was added to the development. Additionally, the District shared concerns regarding on-street parking near intersections and near the fire access lane, which were addressed by the applicant.
- 12. Public Works staff conducted a traffic impact analysis to evaluate the impacts that the proposed zoning amendment would have on adjacent roads and intersections, in comparison to the existing zoning classification.

Under the current zoning classifications (C-1 and C-2), the site could be developed into roughly 63,426 square feet of commercial space. Staff looked at three different scenarios on how the site could be developed, as shown below, and used the *ITE Trip Generation Manual* to generate estimated trip generation rates.

	Scenario 1 (25% Retail; 75% Office)	Scenario 2 (100 % Office)	Scenario 3 (67 Townhome Units)
Total Trips	1,775	1,980	466
Total Peak Hour Trips	177	198	46

Upon review of traffic at Sunset Lane and M-58 highway, the signal for northbound traffic at Sunset Lane provides a protected left turn that is followed by an unprotected left turn. The goal of traffic flow is to move cars as best as possible along M-58 highway in groups, while balancing side street delays. While in many cases the current signal timing appeared adequate, the protected left turn signal time was lengthened by five (5) seconds to further allow cars to enter M-58 highway.

- 13. On June 18th, 2019, a public hearing was scheduled before the Planning & Zoning Commission. No quorum was met for the meeting and the Commission rescheduled the hearing for July 2, 2019. Subsequent to the meeting the applicant placed the review of the project on hold.
- 14. Due to a request from the applicant to delay the review of the rezoning request, staff renotified adjacent property owners and republished the legal notice for the scheduled February 18, 2020 public hearing. Notices were mailed to 26 adjacent property owners. Public notice signs were also placed on the property. Staff received no calls or emails regarding the proposal.
- 15. When the rezoning application was initially reviewed in 2019, letters in support and in opposition to the application were filed with staff. These letters have been included as part of the application packet.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.050 of the Unified Development Code, the Planning and Zoning Commission and City Council are directed concerning its actions in dealing with a PUD request. Under 470.050 (F) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

1. the preliminary development plan's consistency with the Growth Management Plan and all other adopted plans and policies of the City;

There are inconsistencies between the preliminary development plan and the Growth Management Plan (GMP), specifically the land use component. The GMP identifies this area as appropriate for commercial development. However, this specific location presents challenges in being developed as a commercial property, including the "second tier" location on 58 Highway.

The preliminary development plan is consistent with <u>Strategic Plan Goal 3.2.4:</u> Provide quality, diverse housing options that meet the needs of our current and future community.

The City has a shortage of land available to provide housing options other than single family detached homes. Increasing the inventory of land appropriately zoned for this type of development would allow for increased diversity of housing options for community residents.

2. the preliminary development plan's consistency with the PUD standards of Section 415.060, including the statement of purpose;

The proposed preliminary development plan is consistent with the standards for a Planned Unit Development. The purpose of the proposed PUD and development plan is to provide flexibility in the design, location, orientation and phasing of the proposed development in order to meet the needs of the developer, applicant, and future tenants of the building.

3. the nature and extent of common open space in the PUD;

Common open space has been provided as part of the development. The stormwater detention basin and the landscaping buffers provide open space areas within the development.

4. the reliability of the proposals for maintenance and conservation of common open space;

The PUD designation will require the developer/property owner to create an HOA that will assume the maintenance of all common areas, detention basins, and private streets. Additionally, a stormwater maintenance agreement will be required for the stormwater detention areas, which will involve requirements for perpetual maintenance.

5. The adequacy or inadequacy of the amount and function of common open space in terms of the densities and dwelling types proposed in the

plan;

The proposed preliminary development plan does provide common open space. The plan proposes roughly 0.49 acres of open space, roughly 9% of the entire land area of the development. Additionally, a 1 acre common space area also exists for the detention facility that serves the subject lots, as well as the surrounding properties.

6. whether the preliminary development plan makes adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment;

The preliminary development plan does make adequate provisions for public services, adequate control over vehicular traffic and parking, and furthers the amenities of light and air, recreation and visual enjoyment. The proposed plan identifies areas where parking will be prohibited to ensure safe circulation of vehicular traffic along major roadways, and to ensure adequate access is provided for emergency services.

The proposed private road will be maintained by the developer, thus services typically provided by the City (maintenance, snow removal etc...) will not apply.

Staff reviewed the traffic impact that this development would have on surrounding streets and intersections. The trip generation for townhome development was significantly less than the trip generation that would occur if the property were to be developed commercially under the current zoning classification. The existing roadways and intersections were designed to handle traffic generated by commercial development, thus they are suitable to the proposed rezoning and development.

7. whether the preliminary development plan will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area;

The proposed development plan will not have an adverse effect on the adjacent properties. Commercial development exists to the north of the site, and the south and east property lines are all bordered by attached single family dwellings (duplexes).

Screening is being proposed to reduce the visual impact on properties that are adjacent to the development.

The Public Works Director has assessed the public utilities for the area and determined there is adequate availability to serve the project.

The stormwater detention pond across Sunset Lane to the west will be improved to assist in retaining water runoff for the area during rainstorms. The area will also be mowed and maintained by the HOA. Improvements to the detention basin will provide for water quality enhancements and allow for further detention of stormwater in rain events.

8. whether potential adverse impacts have been mitigated to the maximum practical extent;

The potential adverse impacts on surrounding properties have been mitigated to the maximum practical extent. Landscape buffers have been added throughout the proposed development to mitigate the visual impact of adjacent properties, and to satisfy landscaping/screening requirements that are not required for adjacent properties under the current zoning designation (C-2), but would be required under the proposed zoning amendment. Additional parking spaces and elongated driveways and garages are being proposed as part of the development to mitigate on-street parking that is typically generated by this type of development.

 whether the preliminary development plan represents such a unique development proposal that it could not have accomplished through the use of (non-PUD) conventional Unified Development Code;

The proposed preliminary development plan represents a unique development proposal that could not have been accomplished through the use of conventional Unified Development Code.

Attached single family dwellings (townhomes) are permitted in the R-3 and R-3A zoning districts. However, with the proposed private drive, and the minor reduction in setbacks, the proposed units would not comply with the development standards of those districts. The requested PUD allows for greater flexibility in the design of buildings, yards, courts and circulation in exchange for the provision of platted common open space, amenities and enhanced design, all of which are being provided in this development. Additionally, the PUD allows for proper maintenance of common areas, detention basins, and the private drive.

10. the sufficiency of the terms and conditions proposed to protect the interests of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.

The applicant is requesting approval of the entire development, but will be constructing the development in three concurrent phases in order to accommodate the construction of the necessary utility extensions, and the proposed private drive. The terms and conditions proposed to protect the interests of the public have been deemed to be sufficient.

REVIEW OF INFORMATION AND SCHEDULE

STAFF RECOMMENDATION

City Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #19007: Sunset Plaza PUD Rezoning and Preliminary Development Plan to the City Council with a recommendation of approval, subject to the following conditions:

- 1. The Type "A" screen and landscape buffer, as illustrated on the landscape plan dated 5/21/2019, shall be installed along the north property line prior to the issuance of a Certificate of Occupancy for Lots 8, 11 and/or 12.
- 2. The Type "A" screen and landscape buffer, as illustrated on the landscape plan dated 5/21/2019, shall be installed along the eastern property line prior to the issuance of a Certificate of Occupancy for Lots 12 and/or 13.
- 3. Improvements to the stormwater detention basin located on Tract A of the Town Center 4th Plat shall be completed prior to the issuance of any Certificates of Occupancy for a structure in Sunset Plaza.
- 4. The building elevations and architectural design elements included in the Sunset Plaza P.U.D. Phases 1, 2 & 3 presentation document, dated February 2020 and submitted to the Planning and Zoning Commission, shall be followed. Architectural drawings submitted at the time a building permit is requested shall be consistent with the presentation document. Any requested modifications shall be approved by staff.
- 5. A Homeowner's Association shall be established to provide perpetual maintenance of the stormwater pond improvements, private roadways, and type "A" screen and landscape buffer. The HOA shall also provide for enforcement of no parking on the east and north side of the private drive, and no parking at any time in the fire access lane. The HOA shall also restrict parking in front of the units on Sunset Lane, Conway Place, and the private drives on the day trash is collected by the City.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its February 18, 2020 meeting, voted 7-1 to accept the staff proposed findings of fact and forward Case #19007: Sunset Plaza PUD Rezoning and Preliminary Development Plan to the City Council with a recommendation of approval, subject to the following conditions:

- 1. The Type "A" screen and landscape buffer, as illustrated on the landscape plan dated 5/21/2019, shall be installed along the north property line prior to the issuance of a Certificate of Occupancy for Lots 8, 11 and/or 12.
- 2. The Type "A" screen and landscape buffer, as illustrated on the landscape plan dated 5/21/2019, shall be installed along the eastern property line prior to the issuance of a Certificate of Occupancy for Lots 12 and/or 13.

- 3. Improvements to the stormwater detention basin located on Tract A of the Town Center 4th Plat shall be completed prior to the issuance of any Certificates of Occupancy for a structure in Sunset Plaza.
- 4. The building elevations and architectural design elements included in the Sunset Plaza P.U.D. Phases 1, 2 & 3 presentation document, dated February 2020 and submitted to the Planning and Zoning Commission, shall be followed. Architectural drawings submitted at the time a building permit is requested shall be consistent with the presentation document. Any requested modifications shall be approved by staff.
- 5. A Homeowner's Association shall be established to provide perpetual maintenance of the stormwater pond improvements, private roadways, and type "A" screen and landscape buffer. The HOA shall also provide for enforcement of no parking on the east and north side of the private drive, and no parking at any time in the fire access lane. The HOA shall also restrict parking in front of the units on Sunset Lane, Conway Place, and the private drives on the day trash is collected by the City.





To: Planning and Zoning Commission

From: Department of Public Works

Date: January 28, 2020

RE: Conway Place PUD

The Public Works and Engineering Department has reviewed the application for Conway Place PUD, and offers the following comments:

Project Location: The development is located in the southeast corner of Route 58 and Sunset Drive, north of Conway Street.

Impacts on Transportation System(s): Access to the project will be off of Sunset and Route 58. The project is a redevelopment of an existing commercial plat and therefore was not required to complete a traffic study. However, in response to questions raised at the good neighbor meeting, the Engineering Department prepared a traffic impact study.

The original zoning was for commercial development. There could also be a mixed use of retail and office space. For this reason, we looked at three scenarios to compare the different development types and the number of trips that each type would create. Below is a table that shows the number of trips:

	Scenario 1 (25% Retail; 75% Office)	Scenario 2 (100 % Office)	Scenario 3 (67 Townhome Units)
Total Trips	1,775	1,980	466
Total Peak Hour Trips	177	198	46





The analysis shows that the townhomes will have significantly less traffic than if the area was built out with office or office/retail options. With 46 total trips in the intersection during the peak hour, normally the split would be around 80%/20%, with 80% going in the peak direction. That means that in the morning peak, 37 additional cars will be turning north, or less than 1 per green light. The normal addition signal time to add one vehicle per cycle would be about 1.5 seconds.

The signal has been adjusted to add this green time to the northbound green time and we have noted an improvement in traffic flow.

In the evening peak hour, the 37 cars will be turning right from Route 58 onto Sunset. This turn can be made with the current timing and can be made utilizing right turn on red.

Adequate Public Facilities:

Sanitary Sewer System - The project will be served by an existing gravity sewer that has manholes on each street in the phase.

Water System - The project is served by existing water mains. There is sufficient flow for the development.

Storm Water System/Water Quality - Stormwater is already being collected in a detention pond. This pond is being modified to meet current detention standards and water quality requirements.

Summary: The Public Works department has determined that the plans and specifications comply with the standards adopted by the City of Raymore with the above recommendations and that the existing facilities are of adequate size and capacity to support the proposed development.

PUBLIC TESTIMONY AT 2.18.2020 PLANNING AND ZONING COMMISSION MEETING

Sarah Locke, 404 S. Sunset Lane, submitted the following email from Gregory Rokos (former Assistant Public Works Director for Raymore) and accompanying Town Center 4th Plat Detention Basin Study, to the Planning and Zoning Commission as part of her testimony on the public hearing for the Sunset Plaza Rezoning.



Sarah Locke <sarah.beers.locke@gmail.com>

Town Center 4th Plat

1 message

Gregory Rokos <grokos@raymore.com>
To: sarah.beers.locke@gmail.com

Wed, Jul 10, 2019 at 4:09 PM

I am writing you in follow up to your request for the drainage study that was completed for the Town Center 4th Plat, now being re-platted to Conway PUD.

I have found the study that was completed when this area was first platted in 2001. We have reviewed it and the study is accurate for both in 2001 and today. The only change in the study is that the original study used local elevations and the plat used USGS elevations. Many years ago, the local surveyors used their own benchmarks as to what the elevations were. It was kept secret so they could get all the business in the area. The USGS over time placed permanent markers to show the exact elevations. This is why the elevation on the plans it shows 1070 feet and the study shows 970 feet. The important part to remember is we are concerned about the differences in the elevations during the rain event, and not comparing the elevations between the plans. We need to look at how much will the water rise in the basin and can the basin handle it.

From the study, it uses the 1% storm which is the standard then and now. It has the correct storm intensity and runoff numbers. From this study, it shows that with the design of the detention basin will rise 7 feet during the 1% storm. When you look at the detention basin plans, it shows the basin is 7 feet deep. This means that the basin is correctly designed for today's standards. When you consider the amount of runoff will be lower with a residential development, the basin is actually over-built for the new zoning.

I have also attached a plat that shows all the lots and lot numbers. If you would like to read the standards that we use, they are found at http://kcmetro.apwa.net/Content/Chapters/kcmetro.apwa.net/File/Specifications%2FAPWA%205600_16FEB2011%20minor%20correction%20pg%2067.pdf.

If you have any questions, please let me know.

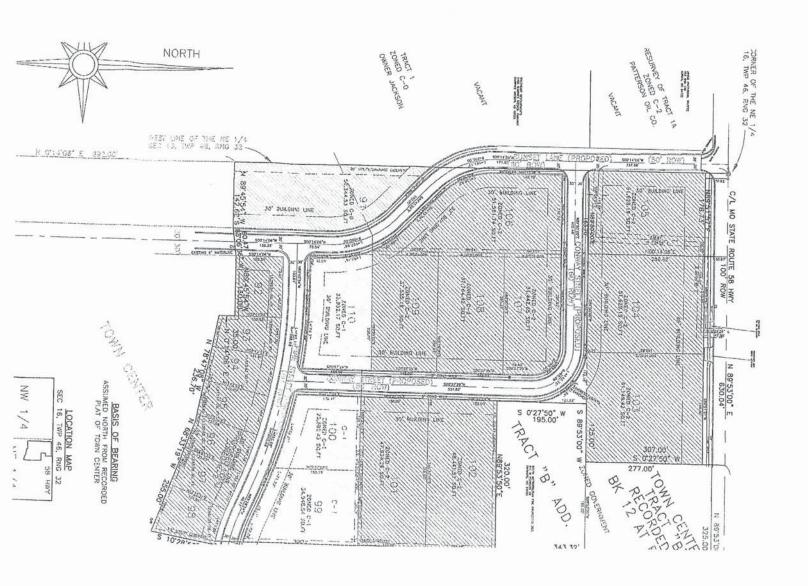
Gregory J. Rokos, PE, Assistant Public Works Director - Engineering City of Raymore | 100 Municipal Circle, Raymore, MO 64083 P 816-892-3017 | F 816-892-3073 | grokos@raymore.com

3 attachments

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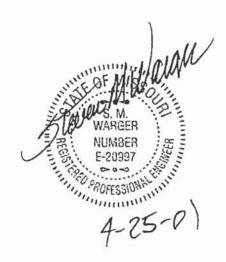


TOWN CENTER 4TH PLAT

DETENTION BASIN LOT 91

March 23, 2001

Revised April 24, 2001



HARRINGTON & CORTELYOU, INC. HCI NO.: 97111

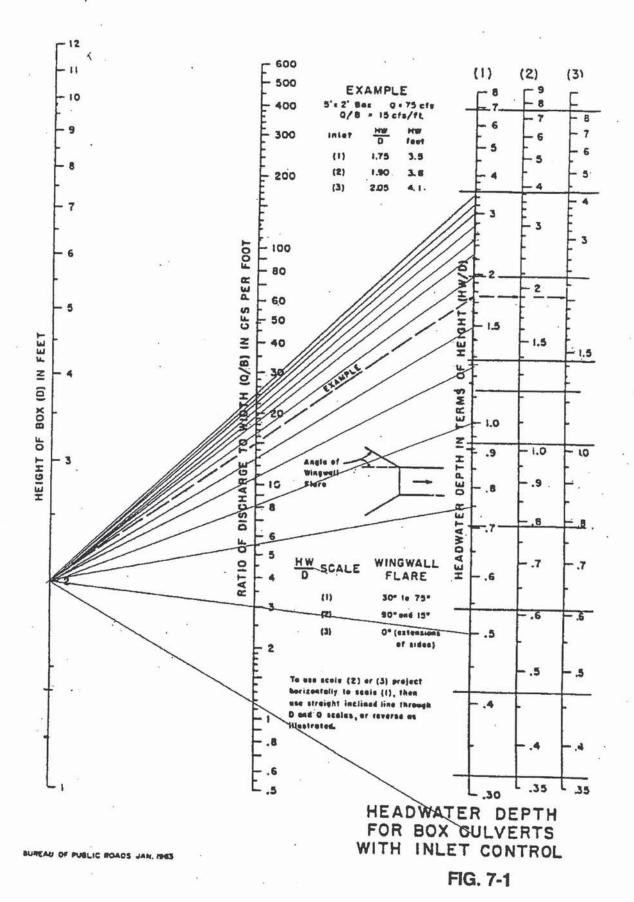
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· TOWN CENTER

Channel Flow, Velocity and Hydraulic & Energy Grade Lines

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Description

Made: SMW Date: 4/23/01 Checked: Date:	HARRINGTON & CORTELYOU, INC. Consulting Engineers	Job No:
Channel Flow, Velocity and Hydraulic & Energy Grade Lines	TOWN CENTER DETENTION BASIN	Page No.

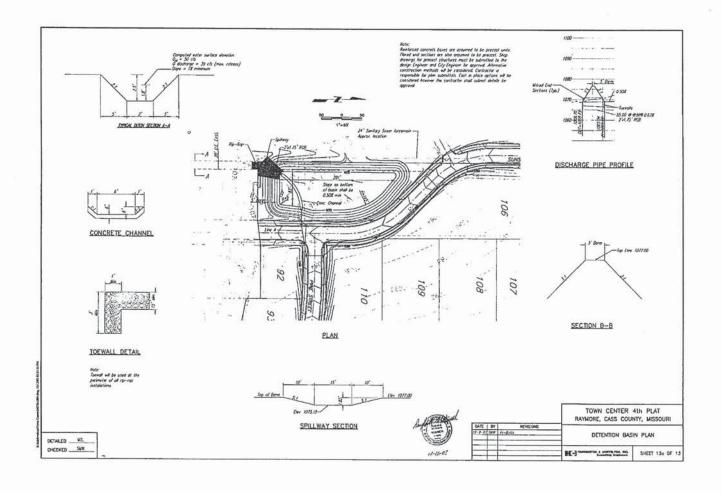
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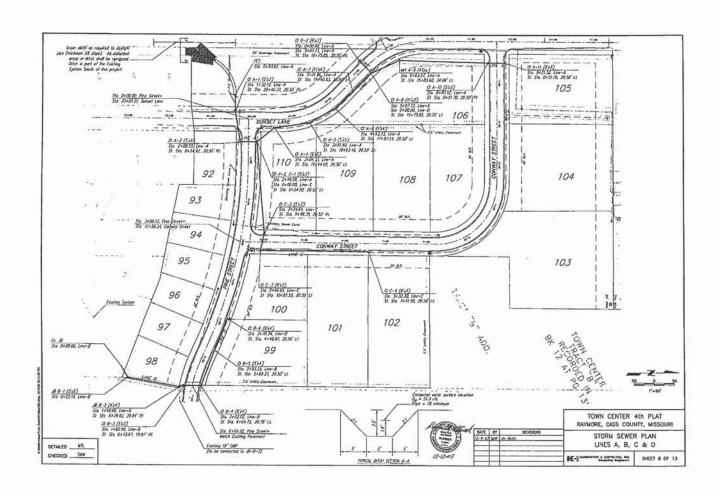
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00/00/0	0030	7.8	16.6	46.1	50.0	1.5	0.15	969.29
00/00/0	0036	8.8	24.6	57.7	62.7	2.5	0.20	969.38 969.48
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00/00/0	0048 0054	22.9	52.9	105.0	114.4	4.7	0.45	969.89
00/00/0	0100	30.0 58.1	88.1 166.4	143.8	157.9	7.0	0.62	970.20
00/00/0	0106	108.3	250.9	208.9 334.1	231.9 375.3	11.5	0.91	970.72
00/00/0	0112	142.6	266.2	526.2	585.0	20.6 29.4	1.50	971.64
00/00/0	0118	123.6	206.5	721.8	792.4	35.3	2.30 3.10	972.92 974.09
00/00/0	0124	82.9	135.9	851.9	928.3	38.2	3.70	974.82
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00/00/0	0142	36.3	63.1 48.0	919.5 904.1	998.4	39.5	4.00	975.18
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00/00/0	0224	11.5	23.9	670.7 627.6	739.4	34.3	2.90	973.80
00/00/0	0230	10.9	21.3	586.1	694.6 650.0	33.5	2.70	973.56
00/00/0	0236	10.4	20.2	546.7	607.4	30.3	2.60	973.30
00/00/0	0242	9.8	19.1	509.7	566.9	28.6	2.20	973.05 972.81
00/00/0	0248	9.3	18.2	475.0	528.8	26.9	2.10	972.58
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00/00/0	0306	8.1	16.5	409.9 379.3	459.2	24.7	1.80	972.17
00/00/0	0312	8.1	16.2	351.9	426.4 395.5	23.6	1.70	971.97
00/00/0	0318	8.1	16.2	327.8	368.1	21.8	1.50	971.77
00/00/0	0324	8.1	16.2	306.6	344.0	18.7	1.30	971.60 971.44
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00/00/0	0412	8.1	16.2	211.4	234.7	11.7	0.92	970.73
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00/00/0	0424	8.1	16.2	199.6	221.3	10.9	0.87	970.64
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00/00/0	0454	8.1	16.2	180.6	199.7	9.5		970.49
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00/00/0	0512	8.1	16.2	175.9 173.9	194.3	9.2		970.46
00/00/0	0518	8.1	16.2	172.2	192.1	9.1		970.44
00/00/0	0524	8.1	16.2	170.7	188.4	8.9	0.75 0.74	970.43 970.41
00/00/0	0530	8.1	16.2	169.3	186.9	8.8		970.41
00/00/0 00/00/0	0536	8.1	16.2	168.2	185.5	8.7		970.39
00/00/0	0542 0548	8.1	16.2	167.1	184.4	8.6	0.73	970.39
00/00/0	0554	8.1	16.2	166.2 165.4	183.3	8.6		970.38
00/00/0	0600	8.1	16.2	164.7	182.4	8.5		970.37
00/00/0	0606	8.1	16.2	164.1	180.9	8.4		970.37 970.36
00/00/0	0612	8.1	16.2	163.5	180.3	8.4		970.36
00/00/0	0618	8.1	16.2	163.0	179.7	8.3		970.35
00/00/0	0624 0630	8.1	16.2	162.6	179.2	8.3	0.71	970.35
00/00/0	0636	8.1	16.2	162.2	178.8	8.3		970.35
00/00/0	0642	8.1	16.2	161.9 161.6	178.4 178.1	8.3		970.34
00/00/0	0648	8.1	16.2	161.3	177.8	8.2		970.34
00/00/0	0654	8.1	16.2	161.1	177.5	8.2		970.34 970.34
00/00/0	0700	8.1	16.2	160.9	177.3	8.2		970.34
00/00/0	0706	8.1	16.2	160.7	177.1	8.2		970.34
00/00/0	0712 0718	8.1 8.1	16.2 16.2	160.6	176.9	8.2		970.33
00/00/0	0724	8.1	16.2	160.4	176.8 176.6	8.2		970.33
00/00/0	0730	8.1	16.2	160.2	176.5	8.2		970.33
00/00/0	0736	8.1	16.2	160.1	176.4	8.1		970.33 970.33
00/00/0	0742	8.1	16.2	160.0	176.3	8.1		970.33
00/00/0	0748	8.1	16.2	160.0	176.2	8.1		70.33
00/00/0	0754 0800	8.1	16.2	159.9	176.2	8.1	0.69 9	970.33
00/00/0	0806	8.1	16.2 16.2	159.9	176.1	8.1	0.69 9	70.33
00/00/0	0812	8.1	16.2	159.8 159.8	176.1 176.0	8.1		70.33
00/00/0	0818	8.1	16.2	159.7	176.0	8.1 8.1		70.33 70.33
00/00/0	0824	8.1	16.2	159.7	175.9	8.1		70.33
00/00/0	0830	8.1	16.2	159.7	175.9	8.1		70.33
								The state of the s

00/00/0	0836	8.1	16.2	159.6	175.9	8.1	0.69	970.33
00/00/0	0842	8.1	16.2	159.6	175.8	8.1	0.69	970.33
00/00/0	0848	8.1	16.2	159.6	175.8	8.1	0.69	970.33
00/00/0	0854	8.1	16.2	159.6	175.8	8.1	0.69	970.33
00/00/0	0900	8.1	16.2	159.6	175.8	8.1	0.69	970.33
00/00/0	0906	8.1	16.2	159.5	175.8	8.1	0.69	970.33

PEAK INFLOW = 143 cfs. OCCURRED AT 0112 ON 00/00/0 PEAK OUTFLOW = 39 cfs. OCCURRED AT 0136 ON 00/00/0 NUMBER OF HYDROGRAPH POINTS = 91 TIME STEP = .1 hrs.
CHANGE IN STORAGE = 0 ac.ft.
SUMMATION OF DT*(INFLOW-OUTFLOW) = .7 ac.ft.





Watershed Model Schematic

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020





Legend

Hyd. Origin

Description

SCS Runoff Proposed Conditions

Reservoir

Existing Pond Discharg

Project: New.gpw

Thursday, 07 / 11 / 2019

Hydrograph Return Period Recap
Hydrographs Extension for Autodesk® Civil 3D®

lyd. lo.	Hydrograph type	Inflow hyd(s)				Peak Ou	tflow (cfs)			Hydrograph
	(origin)	llyu(s)	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	Description
1	SCS Runoff		21.71	41.07			88.65			162.57	Proposed Conditions
2	Reservoir	1	7.725	13.79			28.99			58.71	Existing Pond Discharg
						100					
	/										
											Ti.
	. file: New.gr	Name of the last o						1		18	7 / 11 / 2019

Hydrograph Summary Report Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	21.71	2	722	60,997				Proposed Conditions
2	Reservoir	7.725	2	736	60,994	1	1070.37	18,078	Existing Pond Discharg
									-
									95)
Nev	v.gpw			<u> </u>	Return F	Period: 1 Ye	ear	Thursday (D7 / 11 / 2019

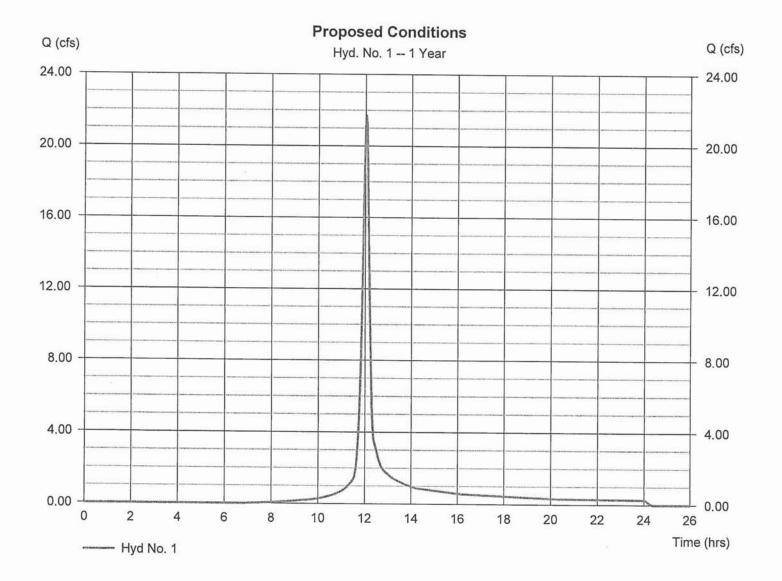
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Thursday, 07 / 11 / 2019

Hyd. No. 1

Proposed Conditions

Hydrograph type = SCS Runoff Peak discharge = 21.71 cfsStorm frequency = 1 yrsTime to peak = 12.03 hrsTime interval = 2 min Hyd. volume = 60,997 cuft Drainage area = 21.000 ac Curve number = 94 Basin Slope = 0.0 %Hydraulic length = 0 ftTc method = User Time of conc. (Tc) = 15.00 min Total precip. = 1.37 inDistribution = Type II Storm duration = 24 hrs Shape factor = 484



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Thursday, 07 / 11 / 2019

Hyd. No. 2

Existing Pond Discharg

Hydrograph type Storm frequency = Reservoir

Peak discharge Time to peak

= 7.725 cfs $= 12.27 \, hrs$

Time interval

= 1 yrs= 2 min

Hyd. volume

= 60,994 cuft

Inflow hyd. No.

= 1 - Proposed Conditions

Max. Elevation

= 1070.37 ft

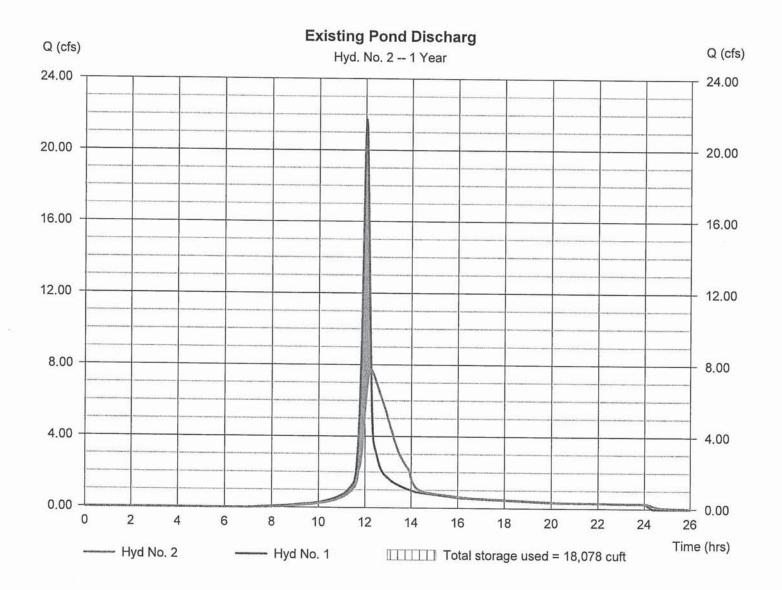
Reservoir name

= Existing Detention Basin

Max. Storage

= 18,078 cuft

Storage Indication method used.



Pond Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Thursday, 07 / 11 / 2019

Pond No. 1 - Existing Detention Basin

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation = 1069.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	1069.00	00	0	0
0.50	1069.50	10,000	1,667	1,667
1.00	1070.00	22,415	7,897	9,563
1.50	1070.50	23,431	11,459	21,023
2.00	1071.00	24.461	11,971	32,994
2.50	1071.50	25,504	12,489	45,483
3.00	1072.00	26,560	13,014	58,497
3.50	1072.50	27,631	13,546	72,042
4.00	1073.00	28,714	14.084	86,126
4.50	1073.50	29,812	14,629	100,755
5.00	1074.00	30.923	15,181	115,937
5.50	1074.50	32.048	15,740	131,677
6.00	1075.00	33,186	16,306	147,983
6.50	1075.50	34,338	16,879	164,862
7.00	1076.00	35,504	17,458	182,320

Culvert / Orifice Structures

Weir Structures

	[A]	[B]	[C]	[PrfRsr]		[A]	[B]	[C]	[D]
Rise (in)	= 24.00	0.00	0.00	0.00	Crest Len (ft)	= 15.00	0.00	0.00	0.00
Span (in)	= 21.00	0.00	0.00	0.00	Crest El. (ft)	= 1075.18	0.00	0.00	0.00
No. Barrels	= 1	0	0	0	Weir Coeff.	= 3.33	3.33	3.33	3.33
Invert El. (ft)	= 1069.00	0.00	0.00	0.00	Weir Type	= Ciplti			
Length (ft)	= 55.00	0.00	0.00	0.00	Multi-Stage	= No	No	No	No
Slope (%)	= 0.62	0.00	0.00	n/a		(1000)	110	110	110
N-Value	= .013	.013	.013	n/a					
Orifice Coeff.	= 0.60	0.60	0.60	0.60	Exfil.(in/hr)	= 0.000 (by	Contour)		
Multi-Stage	= n/a	No	No	No	TW Elev. (ft)	= 0.00	oon.our/		

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

Stage / Storage	Discharge Table
-----------------	-----------------

Stage ft	Storage cuft	Elevation ft	CIv A cfs	Clv B cfs	CIv C cfs	PrfRsr cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	User cfs	Total cfs
0.00	0	1069.00	0.00				0.00						0.000
0.05	167	1069.05	0.07 ic				0.00						0.067
0.10	333	1069.10	0.19 ic				0.00						0.189
0.15	500	1069.15	0.35 ic				0.00						0.169
0.20	667	1069.20	0.53 ic				0.00						0.534
0.25	833	1069.25	0.75 ic				0.00						0.746
0.30	1,000	1069.30	0.98 ic				0.00						0.746
0.35	1,167	1069.35	1.24 ic				0.00						1.236
0.40	1,333	1069.40	1.51 ic	2027			0.00						1.510
0.45	1,500	1069.45	1.80 ic				0.00		***				1.801
0.50	1,667	1069.50	2.11 ic				0.00						2.107
0.55	2,456	1069.55	2.43 ic				0.00					A 100	2.431
0.60	3,246	1069.60	2.77 ic			77571r	0.00						2.770
0.65	4,036	1069.65	3.12 ic				0.00						3.123
0.70	4,825	1069.70	3.49 ic			222	0.00						3.491
0.75	5,615	1069.75	3.87 ic				0.00	222					3.872
0.80	6,405	1069.80	4.27 ic				0.00						4.266
0.85	7,194	1069.85	4.57 oc				0.00						4.573
0.90	7,984	1069.90	4.87 oc				0.00						4.875
0.95	8,774	1069.95	5.18 oc				0.00						
1.00	9,563	1070.00	5.48 oc				0.00						5.176 5.476
1.05	10,709	1070.05	5.78 oc				0.00	***					5.778
1.10	11,855	1070.10	6.08 oc				0.00						6.080
1.15	13,001	1070.15	6.38 oc				0.00						
1.20	14,147	1070.20	6.69 oc			500	0.00					0.07	6.383
1.25	15,293	1070.25	6.99 oc				0.00	10000			7777		
1.30	16,439	1070.30	7.29 oc				0.00						6.989
1.35	17,585	1070.35	7.59 oc				0.00						7.292
	7 - 5 - 5					273	0.00	1,777					7.595

Continues on next page...

Existing Detention Basin Stage / Storage / Discharge Table

Stage /	Storage / I	Discharge 1	Γable										
Stage ft	Storage cuft	Elevation ft	CIv A cfs	CIv B cfs	Clv C cfs	PrfRsr cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	User cfs	Total cfs
1.40	18,731	1070.40	7.90 oc				0.00						7.898
1.45	19,877	1070.45	8.20 oc				0.00						8.201
1.50	21,023	1070.50	8.50 oc				0.00						8.502
1.55 1.60	22,220	1070.55	8.81 oc				0.00	****			-		8.805
1.65	23,417 24,614	1070.60 1070.65	9.11 oc 9.41 oc				0.00				-		9.109
1.70	25,811	1070.03	9.41 oc				0.00						9.412
1.75	27,008	1070.75	10.02 oc				0.00						9.716
1.80	28,205	1070.80	10.32 oc				0.00						10.02 10.32
1.85	29,403	1070.85	10.63 oc				0.00						10.32
1.90	30,600	1070.90	10.93 oc				0.00						10.93
1.95	31,797	1070.95	11.23 oc	***			0.00						11.23
2.00 2.05	32,994	1071.00 1071.05	10.95 oc				0.00					-	10.95
2.10	34,243 35,492	1071.05	11.73 oc 12.46 oc			373	0.00						11.73
2.15	36,741	1071.15	13.14 oc		***		0.00						12.46
2.20	37,989	1071.20	13.80 oc				0.00		1000				13.14
2.25	39,238	1071.25	14.42 oc		***	2304 ****	0.00						13.80 14.42
2.30	40,487	1071.30	15.02 oc				0.00						15.02
2.35	41,736	1071.35	15.59 oc				0.00						15.59
2.40 2.45	42,985	1071.40	16.15 oc	777			0.00		***				16.15
2.45	44,234 45,483	1071.45	16.68 oc				0.00						16.68
2.55	46,784	1071.50 1071.55	17.20 oc 17.70 oc				0.00	-	-				17.20
2.60	48,086	1071.60	18.19 oc				0.00						17.70
2.65	49,387	1071.65	18.67 oc				0.00						18.19 18.67
2.70	50,688	1071.70	19.14 oc				0.00						19.14
2.75	51,990	1071.75	19.59 oc				0.00	-					19.59
2.80	53,291	1071.80	20.04 oc				0.00						20.04
2.85 2.90	54,593	1071.85	20.47 oc				0.00						20.47
2.95	55,894 57,195	1071.90 1071.95	20.90 oc 21.31 oc				0.00						20.90
3.00	58,497	1072.00	21.72 oc				0.00						21.31
3.05	59,851	1072.05	22.12 oc				0.00						21.72
3.10	61,206	1072.10	22.51 oc	-			0.00						22.12 22.51
3.15	62,560	1072.15	22.90 oc				0.00						22.90
3.20	63,915	1072.20	23.28 oc				0.00						23.28
3.25 3.30	65,269	1072.25	23.66 oc				0.00						23.66
3.35	66,624 67,979	1072.30	24.03 oc				0.00			555 . (24.03
3.40	69,333	1072.35 1072.40	24.39 oc 24.75 oc			1.	0.00					-	24.39
3.45	70,688	1072.45	25.10 oc				0.00	1200					24.75
3.50	72,042	1072.50	25.45 oc				0.00						25.10 25.45
3.55	73,451	1072.55	25.79 oc				0.00	-					25.79
3.60	74,859	1072.60	26.13 oc				0.00						26.13
3.65	76,267	1072.65	26.46 oc				0.00						26.46
3.70 3.75	77,676	1072.70	26.79 oc				0.00						26.79
3.80	79,084 80,493	1072.75 1072.80	27.12 oc 27.44 oc				0.00						27.12
3.85	81,901	1072.85	27.76 oc				0.00						27.44
3.90	83,309	1072.90	28.08 oc				0.00						27.76
3.95	84,718	1072.95	28.39 oc				0.00						28.08 28.39
4.00	86,126	1073.00	28.70 oc				0.00						28.70
4.05	87,589	1073.05	29.00 oc				0.00						29.00
4.10	89,052	1073.10	29.30 oc				0.00						29.30
4.15 4.20	90,515 91,978	1073.15	29.60 oc				0.00					-	29.60
4.25	93,441	1073.20 1073.25	29.90 oc 30.19 oc				0.00						29.90
4.30	94,904	1073.23	30.19 oc				0.00						30.19
4.35	96,367	1073.35	30.77 oc				0.00						30.48
4.40	97,830	1073.40	31.05 oc				0.00					_	30.77 31.05
4.45	99,292	1073.45	31.30 ic				0.00						31.30
4.50	100,755	1073.50	31.53 ic				0.00						31.53
4.55	102,273	1073.55	31.75 ic				0.00						31.75
4.60 4.65	103,792	1073.60	31.98 ic				0.00						31.98
4.65	105,310 106,828	1073.65 1073.70	32.20 ic				0.00						32.20
4.75	108,346	1073.70	32.42 ic 32.64 ic		7.717 2007		0.00	-	****				32.42
4.80	109,864	1073.73	32.85 ic				0.00						32.64
4.85	111,382	1073.85	33.07 ic				0.00						32.85 33.07
4.90	112,900	1073.90	33.28 ic				0.00						33.28
4.95	114,419	1073.95	33.50 ic				0.00						33.50

Continues on next page...

Existing Detention Basin Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	CIv A cfs	Clv B	Clv C cfs	PrfRsr cfs	Wr A	Wr B	Wr C	Wr D	Exfil cfs	User	Total cfs
5.00	115,937	4074.00	00 70 1						0.0	010	013	013	CIS
5.05		1074.00	33.70 ic				0.00						33.70
	117,511	1074.05	33.92 ic				0.00						33.92
5.10	119,085	1074.10	34.12 ic				0.00						34.12
5.15	120,659	1074.15	34.33 ic		1000		0.00						34.33
5.20	122,233	1074.20	34.54 ic				0.00						34.54
5.25	123,807	1074.25	34.74 ic				0.00			***			34.74
5.30	125,381	1074.30	34.95 ic				0.00		-		2.7	-	34.95
5.35	126,955	1074.35	35.15 ic		-		0.00		1				35.15
5.40	128,529	1074.40	35.35 ic				0.00						35.35
5.45	130,103	1074.45	35.55 ic				0.00						35.55
5.50	131,677	1074.50	35.75 ic				0.00						35.75
5.55	133,308	1074.55	35.95 ic	-		200	0.00						35.95
5.60	134,938	1074.60	36.14 ic		***		0.00		0.000				36.14
5.65	136,569	1074.65	36.34 ic				0.00						36.34
5.70	138,200	1074.70	36.54 ic				0.00						36.54
5.75	139,830	1074.75	36.73 ic				0.00						
5.80	141,461	1074.80	36.92 ic				0.00						36.73
5.85	143,091	1074.85	37.11 ic				0.00						36.92
5.90	144,722	1074.90	37.31 ic				0.00						37.11
5.95	146,353	1074.95	37.50 ic				0.00						37.31
6.00	147,983	1075.00	37.68 ic	-			0.00						37.50
6.05	149,671	1075.05	37.87 ic										37.68
6.10	151,359	1075.10	38.06 ic				0.00				777		37.87
6.15	153,047	1075.15	38.24 ic				0.00		***	****			38.06
6.20	154,735	1075.10	38.43 ic				0.00						38.24
6.25	156,422	1075.25	38.61 ic				0.14			-			38.57
6.30	158,110	1075.25	38.80 ic				0.93						39.54
6.35	159,798	1075.35	38.98 ic				2.08			***			40.88
6.40	161,486	1075.35					3.51					777	42.49
6.45	163,174		39.16 ic				5.17						44.33
6.50	164,862	1075.45	39.34 ic				7.02	-					46.37
6.55		1075.50	39.52 ic				9.04						48.56
	166,607	1075.55	39.70 ic				11.24		777				50.94
6.60	168,353	1075.60	39.88 ic				13.60						53.48
6.65	170,099	1075.65	40.06 ic		****		16.10						56.16
6.70	171,845	1075.70	40.24 ic	-	***		18.74						58.97
6.75	173,591	1075.75	40.41 ic	1			21.51						61.92
6.80	175,336	1075.80	40.59 ic				24.40						64.99
6.85	177,082	1075.85	40.76 ic				27.41						68.17
6.90	178,828	1075.90	40.94 ic				30.54			-	-		71.47
6.95	180,574	1075.95	41.11 ic				33.78					222	74.88
7.00	182,320	1076.00	41.28 ic	-		10000	37.09			24030-07			78.37

...End

yd. o.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	sk® Civil 3D® 2019 by Autodesk, Inc. v Hydrograph Description
1	SCS Runoff Reservoir	41.07 13.79	2	722 736	117,755 117,753	1	1071.20	37,971	Proposed Conditions Existing Pond Discharg
				F5					
					(m.) 745				
				(7)					
Nev	v.gpw				Return P	Period: 2 Ye	ar	Thursday	07 / 11 / 2019

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Thursday, 07 / 11 / 2019

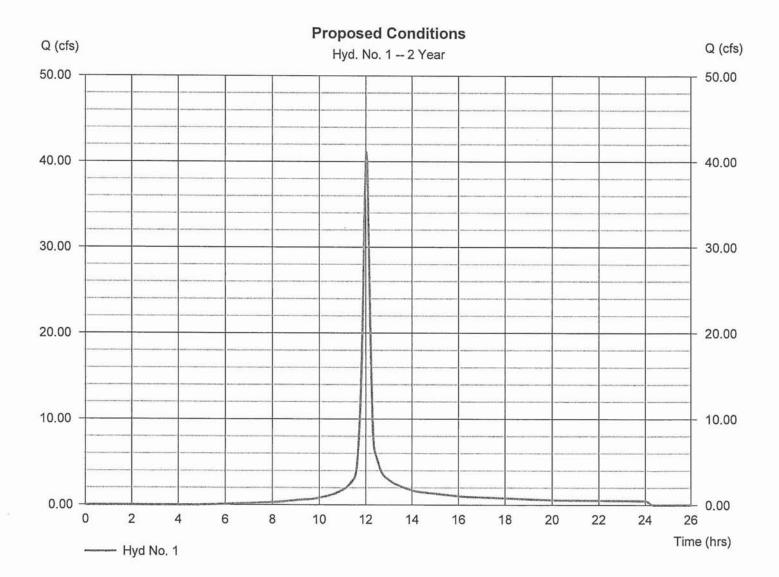
Hyd. No. 1

Proposed Conditions

Hydrograph type = SCS Runoff Storm frequency = 2 yrsTime interval = 2 min Drainage area = 21.000 ac Basin Slope = 0.0 %Tc method = User Total precip. = 2.20 inStorm duration = 24 hrs

Peak discharge = 41.07 cfs
Time to peak = 12.03 hrs
Hyd. volume = 117,755 cuft
Curve number = 94

Hydraulic length = 0 ft
Time of conc. (Tc) = 15.00 min
Distribution = Type II
Shape factor = 484



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Thursday, 07 / 11 / 2019

Hyd. No. 2

Existing Pond Discharg

Hydrograph type

= Reservoir

Peak discharge

= 13.79 cfs

Storm frequency

= 2 yrs

Time to peak

= 12.27 hrs

Time interval

= 2 min

Hyd. volume

= 117,753 cuft

Inflow hyd. No.

= 1 - Proposed Conditions

Max. Elevation

= 1071.20 ft

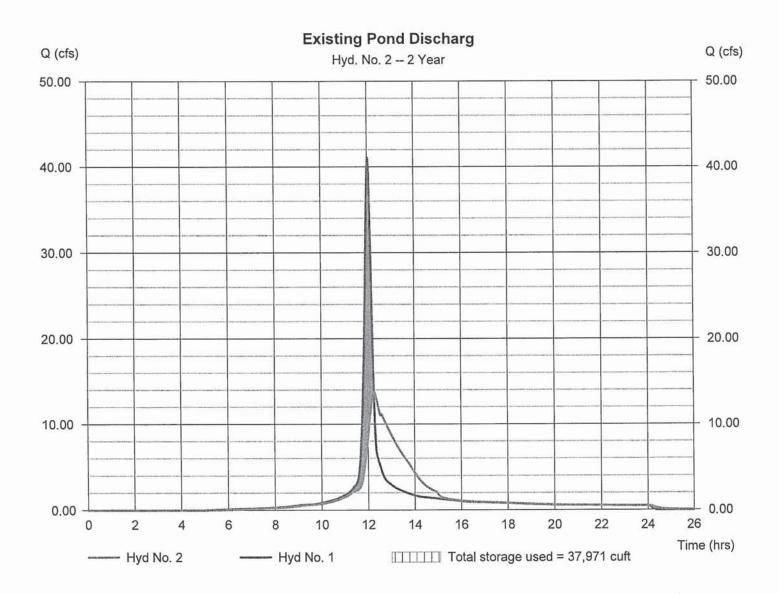
Reservoir name

= Existing Detention Basin

Max. Storage

= 37,971 cuft

Storage Indication method used.



lyd. Io.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	sk® Civil 3D® 2019 by Autodesk, Inc. v2 Hydrograph Description
1	SCS Runoff	88.65	2	722	265,310				Proposed Conditions
2	Reservoir	28.99	2	736	265,307	1	1073.05	87,546	Existing Pond Discharg
				9 9					
									Ä
				at v					
	.gpw								

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Thursday, 07 / 11 / 2019

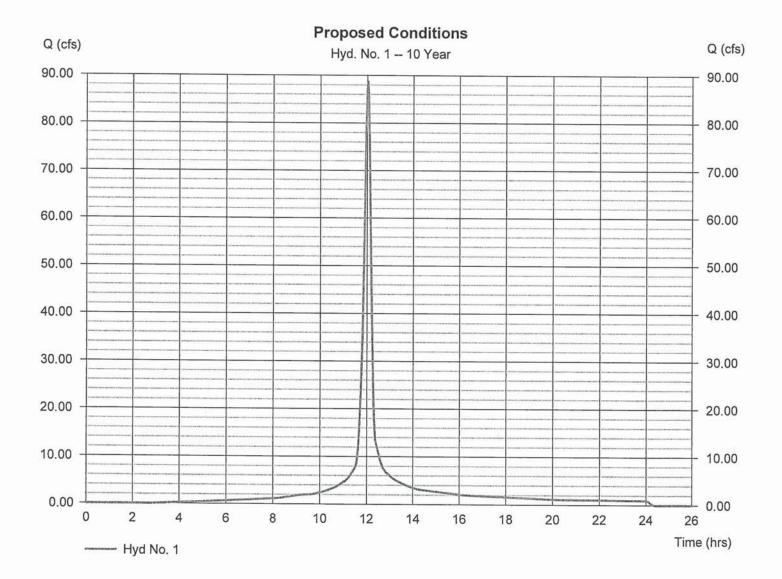
Hyd. No. 1

Proposed Conditions

Hydrograph type = SCS Runoff Storm frequency = 10 yrsTime interval = 2 min Drainage area = 21.000 ac Curve number Basin Slope = 0.0 % Tc method = User Total precip. = 4.25 inStorm duration = 24 hrs

Peak discharge = 88.65 cfs
Time to peak = 12.03 hrs
Hyd. volume = 265,310 cuft
Curve number = 94

Hydraulic length = 0 ft
Time of conc. (Tc) = 15.00 min
Distribution = Type II
Shape factor = 484



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Thursday, 07 / 11 / 2019

Hyd. No. 2

Existing Pond Discharg

Hydrograph type

= Reservoir

Peak discharge

= 28.99 cfs

Storm frequency

= 10 yrs

Time to peak

 $= 12.27 \, hrs$

Time interval

= 2 min

Hyd. volume

= 265,307 cuft

Inflow hyd. No.

= 1 - Proposed Conditions

Max. Elevation

= 1073.05 ft

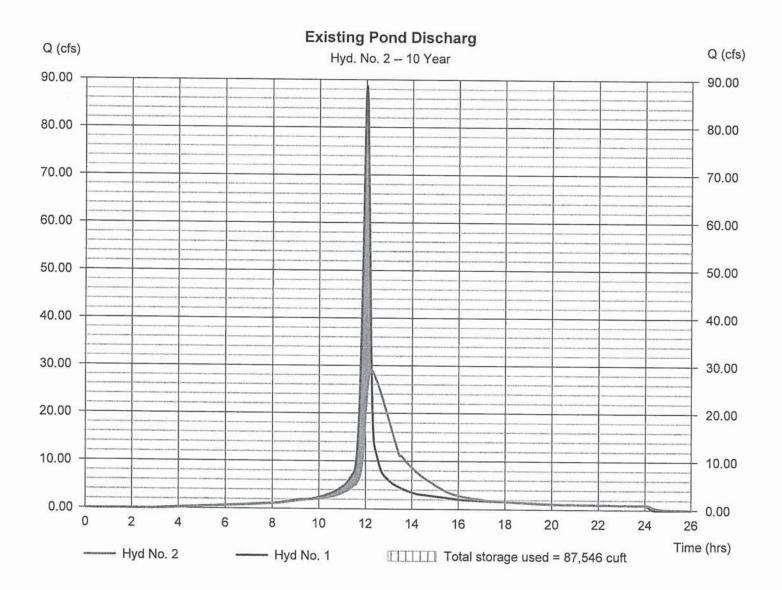
Reservoir name

= Existing Detention Basin

Max. Storage

= 87,546 cuft

Storage Indication method used.



/d. o.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	sk® Civil 3D® 2019 by Autodesk, Inc. v Hydrograph Description
	SCS Runoff Reservoir	162.57 58.71	2 2	722 734	504,283 504,280	1	1075.70	171,685	Proposed Conditions Existing Pond Discharg
ev.	v.gpw				Return P	-:-1.400			07 / 11 / 2019

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Thursday, 07 / 11 / 2019

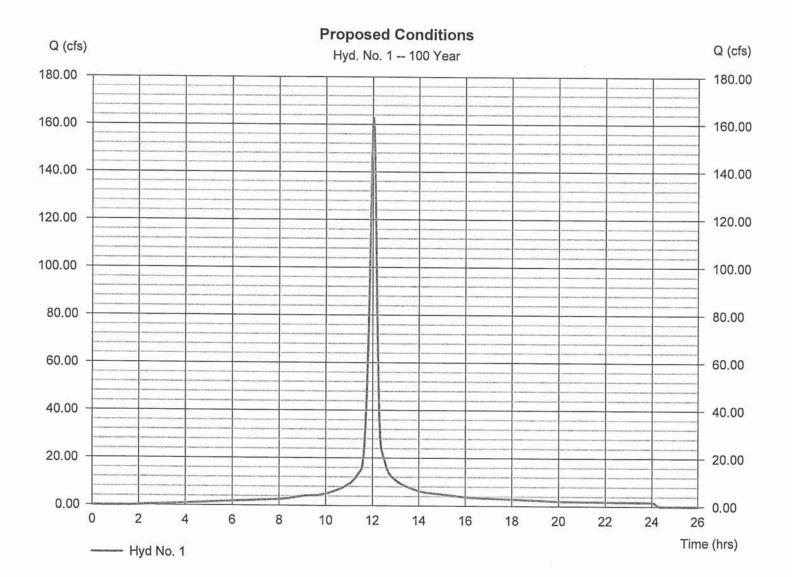
Hyd. No. 1

Proposed Conditions

Hydrograph type = SCS Runoff Storm frequency = 100 yrsTime interval = 2 min Drainage area = 21.000 ac Basin Slope = 0.0 %Tc method = User Total precip. = 7.50 inStorm duration = 24 hrs

Peak discharge = 162.57 cfs Time to peak = 12.03 hrs Hyd. volume = 504,283 cuft

Curve number = 94
Hydraulic length = 0 ft
Time of conc. (Tc) = 15.00 min
Distribution = Type II
Shape factor = 484



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Thursday, 07 / 11 / 2019

Hyd. No. 2

Existing Pond Discharg

Hydrograph type

= Reservoir

Peak discharge

= 58.71 cfs

Storm frequency

= 100 yrs

Time to peak

= 12.23 hrs

Time interval Inflow hyd. No.

= 2 min

Hyd. volume

= 504,280 cuft = 1075.70 ft

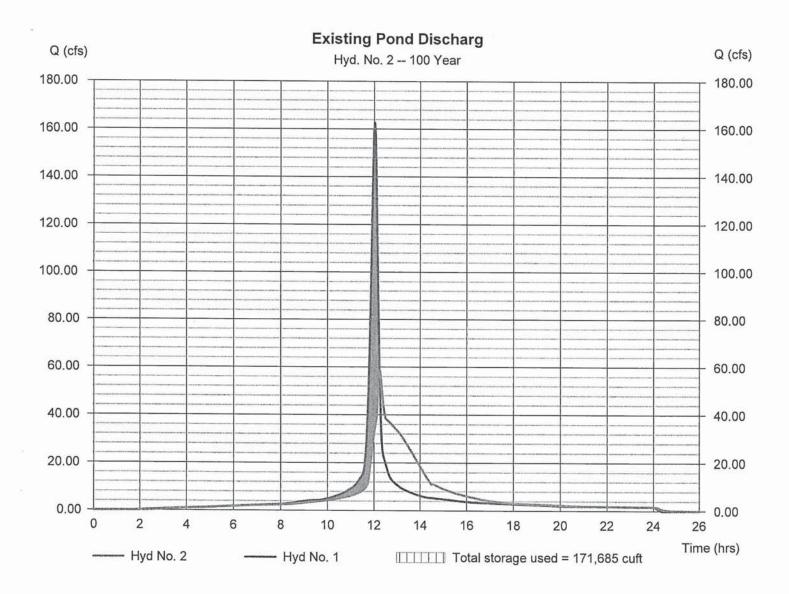
Reservoir name

= 1 - Proposed Conditions= Existing Detention Basin

Max. Elevation Max. Storage

= 171,685 cuft

Storage Indication method used.



Hydraflow Rainfall Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Thursday, 07 / 11 / 2019

Return Period	Intensity-Du	ration-Frequency E	Intensity-Duration-Frequency Equation Coefficients (FHA)										
(Yrs)	В	D	Е	(N/A)									
1	2.9200	0.1000	0.0000										
2	110.7137	16.5000	0.9842										
3	0.0000	0.0000	0.0000										
5	168.3971	19.5000	1.0189										
10	183.3473	19.2000	1.0096										
25	103.5313	15.9000	0.8218										
50	235.4014	19.9000	1.0020										
100	83.7894	6.1000	0.7783										

File name: KCAPWA.IDF

Intensity = B / (Tc + D)^E

Return	Intensity Values (in/hr)													
Period (Yrs)	5 min	10	15	20	25	30	35	40	45	50	55	60		
1	2.92	2.92	2.92	2.92	2.92	2.92	2.92	2.92	2.92	2.92	2.92	2.92		
2	5.41	4.40	3.71	3.21	2.83	2.53	2.29	2.09	1.92	1.78	1.66	1.55		
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
5	6.47	5.35	4.56	3.98	3.52	3.16	2.86	2.62	2.41	2.24	2.08	1.95		
10	7.35	6.08	5.18	4.52	4.00	3.59	3.26	2.98	2.74	2.54	2.37	2.22		
25	8.51	7.14	6.17	5.46	4.90	4.46	4.10	3.79	3.54	3.31	3.12	2.95		
50	9.39	7.82	6.70	5.86	5.20	4.68	4.25	3.90	3.60	3.34	3.12	2.92		
100	12.87	9.64	7.81	6.62	5.77	5.14	4.65	4.25	3.92	3.65	3.41	3.21		

Tc = time in minutes. Values may exceed 60.

Precip. file name: Sample.pcp

		I	Rainfall I	Precipita	tion Tab	le (in)		
Storm Distribution	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
SCS 24-hour	1.37	2.20	0.00	3.30	4.25	5.77	6.80	7.50
SCS 6-Hr	0.00	1.80	0.00	0.00	2.60	0.00	0.00	4.00
Huff-1st	0.00	1.55	0.00	2.75	4.00	5.38	6.50	8.00
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Custom	0.00	1.75	0.00	2.80	3.90	5.25	6.00	7.10

Hydraflow Table of Contents

New.gpw

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Proposed Public Housing

7 messages

Lois Grammer <loisaz@hotmail.com>
To: "dgress@raymore.com" <dgress@raymore.com>

Wed, Jun 19, 2019 at 7:30 AM

I am writing to protest the idea of rezoning behind the Fire Department in Raymore due to the fiasco that has been created behind my own duplex and others on Regina CT. No one in their right mind would ever want public housing built anywhere near something like the Fire Department, other homes, and especially up on top of other properties like was done on N. Foxwood Dr.

If this development for public housing gets the go-ahead, it will be a mess. Just like the 4-plexes they built right behind duplexes in my neighborhood behind Regina CT and facing North Foxwood Drive. It has ruined life as we knew it before these were built. The water run-off destroys part of my back yard even in light rains, the noise is too much, lights stay on in back of each unit shining in my back yard and bedroom (even with blinds), and some of it appears to be Section 8. When the area is mowed, the mowers get so close to fences that they scrape them, developers took it upon themselves to dig along all the fences behind our properties and now it is bare 6" out from the fences with gravel showing and water rushing down the areas when it rains. The City Developer himself showed me the original drawings of what was planned at the time, and it showed a barrier of trees and fences behind the 4-plexes. Do we have that? Of course not! There is barely 30 feet between my fence and the back of the 4-plexes. I would never be able to sell my property as the value has gone down, and who wants to live behind 4-plexes where it is noisy? That area should have been left bare as it was an area where people walked dogs, other wildlife used the area, and now it is a disaster! Everyone in Raymore needs to protest the proposed development of public housing behind the Fire Department!

Betty Grammer 519 Regina CT

David Gress dgress@raymore.com/
To: Lois Grammer loisaz@hotmail.com/

Wed, Jun 19, 2019 at 8:29 AM

Ms. Grammer - Thank you for sharing your concerns. I will ensure these are shared with the Planning and Zoning Commission and City Council members.

Thanks,
[Quoted text hidden]

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com

<u>~</u>

Help us ensure we are providing the best possible customer service by completing a brief anonymous survey

Lois Grammer <loisaz@hotmail.com>

To: David Gress <dgress@raymore.com>

Wed, Jun 19, 2019 at 5:25 PM

Thank you for your consideration and support.

By the way, where are the trees and fences that were promised on the original drawing? And can something be done about the water drainage behind those 4-plexes?

Betty Grammer 519 Regina CT

From: David Gress <dgress@raymore.com> Sent: Wednesday, June 19, 2019 8:29 AM

To: Lois Grammer

Subject: Re: Proposed Public Housing

[Quoted text hidden]

David Gress <dgress@raymore.com>
To: Lois Grammer <loisaz@hotmail.com>

Thu, Jun 20, 2019 at 8:44 AM

Ms. Grammer - Unfortunately I am not familiar with the drawing you are referencing. The town homes along Fox Ridge Drive were planned as part of the Remington Village subdivision, which was approved in 1997. The only screening that was required at that time was along the south property line, next to the commercial center.

Hope this helps. If you have any other questions, please let me know.

Thank you, [Quoted text hidden]

Lois Grammer <loisaz@hotmail.com>
To: David Gress <dgress@raymore.com>

Thu, Jun 20, 2019 at 9:18 AM

Mr. Gress - Of course I don't have the copy on my computer now that you originally sent me of the drawing, or at least I can't find it. BUT, there were definitely trees and fencing behind those--what you are calling townhomes-- and fencing of mine and neighbors.

Now, back to the question of the water drainage from those "townhomes". I don't appreciate having runoff water every time it rains coming into my back yard and flowerbeds. I constantly have to go out and pick mulch out of grass because it washes out of flowerbeds along my back fence and that water is coming down the slopes into my yard. My back doesn't appreciate all the bending required to do that chore, especially due to back surgery two years ago and my back has never stopped hurting. My guy friend and I have picked up big rocks from building sites to put in those flowerbeds to hold down the soil and mulch, but even they don't help all that much. Right now I need to dig up the landscape blocks that KCP&L supposedly put back when they were thru digging in my flowerbeds during the "townhomes" construction because the blocks were never set right, and I need to reset them. That is another backbreaking chore I don't need due to the City allowing those monstrosities to be built back of my and neighbor's yards. Two-story buildings should NEVER have been allowed in that area!

From: David Gress <dgress@raymore.com>

Sent: Thursday, June 20, 2019 8:44 AM

[Quoted text hidden]

[Quoted text hidden]



Virus-free. www.avg.com

David Gress <dgress@raymore.com>
To: Lois Grammer <loisaz@hotmail.com>

Thu, Jun 20, 2019 at 9:27 AM

Ms. Grammer - I attached the drawing that I believe may have been shared with you at some point. This is the only document I can find that was submitted as part of the development. Note, there are no trees indicated on this plan.

With regard to the storm water runoff, I understand your concerns. However, that may be an issue that would be better addressed through our Public Works department, who has a storm water specialist on staff. If you would like to reach out to them, you can contact them at (816) 331-1852.

Thank you,



Remington Village Site Plan.pdf 176K

Lois Grammer <loisaz@hotmail.com>
To: David Gress <dgress@raymore.com>

Tue, Jun 25, 2019 at 8:03 AM

I've not heard from you about the issue I mentioned in my previous email regarding the drainage behind those 4-plexes behind me. So, I'm sending you some pictures that my daughter took last evening so you can see just what I and others are dealing with behind our fences. I sure don't appreciate someone going behind MY fence and digging a trench along it just so water can drain off those 4-plexes! I'm downright mad and upset about it! Rain water is washing out what little dirt is below and behind the fences and soon there will be a wide trench below each fence. Mine seems to be the worst affected right now. In the pictures the bush you see is behind my fence. My friend and I hauled loads of dirt to put around the bush as its roots were showing. Then we went out and picked up two loads of ordinary rock from building areas to put on top of mulch we put on the dirt. We also have bags of dirt lying below the bush to keep erosion from happening around the bush. The mulch is covered with lots of plain old stones picked up by my friend and I on two occasions. In some of the pictures you see what appears to be something white along the fences. That is dried grass washed down by rains. All the dried grass has washed away from my fence and now I am left with erosion which is getting worse. I don't want my back yard to wash away due to laziness and carelessness on the part of some big-wig owners of 4-plexes that the City should never have allowed in that area in the first place! You will also see in the pictures some wiring along the back of fences. Obviously things aren't wired properly to those 4-plexes and is illegal.

I am requesting that you address this problem with the owners of the 4-plexes and insist that they fill in the trench behind fences with rock large enough not to wash away. I'm talking about rock one would get from a rock quarry to use on roads, etc. Also, I request that you find a solution to the wiring that is strung along fences. I don't know if that is cable or electrical wiring, but it needs to be taken care of properly. Lastly, I want to hear back from you as to what you plan to do to solve these problems.

Betty Grammer 519 Regina CT

P.S. The pictures will be sent in forwarded emails since I don't want to have to copy 8 pictures one by one.

From: Lois Grammer < loisaz@hotmail.com> Sent: Thursday, June 20, 2019 9:18 AM

To: David Gress [Quoted text hidden]

[Quoted text hidden]

February 24, 2020 City Council Meeting Page 107 of 230





Rezoning & Multi Family Housing

2 messages

Brandy Hammack <a href="mailto:sprange-size:monosprange

Thu, Jun 20, 2019 at 8:05 AM

Good morning,

I will not be able to attend the meeting on July 2nd so I appreciate the option to email. I am against multi family housing. I was born and raised in Belton and love Belton, but I believe their housing situation is a big problem. We moved to Raymore because of it. There are too many rentals and multi housing options in Belton. I would hate to see Raymore turn into that. I believe Raymore has done a great job with their housing and would like to see it that way by not adding more multi family housing options.

Thank you, Brandy Hammack

Sent from my iPhone

David Gress < dgress@raymore.com>

Thu, Jun 20, 2019 at 8:05 AM

To: Brandy Hammack <brandyhammack@gmail.com>

Good morning, Brandy. Thank you for sharing your concerns. I will ensure that they are shared with the Planning Commission and City Council Members.

Thank you, [Quoted text hidden]

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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PUD Questions

9 messages

 Fri, Jun 21, 2019 at 11:22 AM

Good morning sir,

Regarding the proposed PUD I have a few questions. In the packet from the last meeting, its states: Staff conducted a traffic impact analysis to evaluate the impacts that the proposed zoning amendment would have on adjacent roads and intersections, in comparison to the existing zoning classification. ... starts on page 21.... I am curious what the staff used to make this determination. 1980 Trips if it was office space? Look at the lack of traffic behind McDonald's with all of those offices.

Using their math, 67 units would produce 466 total trips, I am assuming that this is 1 trip to work and 1 trip back because it equates to 3.47 cars per unit average which is reasonable. I came to this number by taking 466 divided by 2. then taking that number divided by 67 units.

So, if I take the same math, for 100% office... 1980 divided by 2 is 990 cars per day. One trip in, one trip out. I would be willing to bet that even price chopper does not have 990 customers per day.

1. PAGE 22 states,,,, The City has a shortage of land available to provide housing options other than single family homes. Increasing the inventory of land appropriately zoned for this type of development would allow for increased diversity of housing options for community residents.

Really? Can you please explain this so I can better understand?

2. Page 25 of the document states: Access to the project will be off of Sunset and Route 58. The project is a redevelopment of an existing commercial plat and therefore was not required to complete a traffic study. However, in response to questions raised at the good neighbor meeting, the Engineering Department prepared a traffic impact study.

Redevelopment? How so, it has not been developed yet? Besides, that was about 20 years go when it was zoned if I am not mistaken... A lot has changed from then till now.

February 24, 2020 City Council Meeting

3. Page 26 states... The analysis shows that the townhomes will have significantly ressorting traffic than if the area was built out with office or office/retail options. With 46 total trips in the intersection during the peak hour, normally the split would be around 80%/20%, with 80% going in the peak direction. That means that in the morning peak, 37 addition cars will be turning north, or less than 1 per green light. The normal addition signal time to add one vehicle per cycle would be about 1.5 seconds. The signal can be adjusted to add this green time to the northbound green time without a reduction of service to the traffic on Route 58. In the evening peak hour, the 37 cars will be turning right from Route 58 onto Sunset. This turn can be made with the current timing and can be made utilizing right turn on red.

I am still trying to wrap my head around this,,, 37 cars will be turning right? 46 total trips in peak time? How so...? Someone's math is way off sir...

Is there a reason why a outside agency that specializes in studies can not be hired to conduct a real study of what this will do?

Lastly,

These PUD homes have been marketed to be attractive to millennial's. Almost two-thirds of millennial's say they're living paycheck to paycheck and only 38% feel financially stable, according to a new survey from Charles Schwab.

Millennial's, more than any other generation surveyed by Schwab, feel the most insecure when it comes to their finances. That's according to roughly 380 millennial's (ages 23 to 38) surveyed for Schwab's 2019 Modern Wealth report.

How will they afford this?

Brian Ahern

David Gress <dgress@raymore.com>
To: Brian Ahern <bahren71@yahoo.com>
Co: Gregory Rokos <grokos@raymore.com>

Fri, Jun 21, 2019 at 12:38 PM

Mr. Ahren - thanks for reaching out. I appreciate your questions, and hopefully I can provide some clarification. Based on your email, I tried to summarize your questions into the three answers below:

1. Traffic - The developer of the project was not required to conduct a traffic study. This is not uncommon with proposals like this. The City conducted it as part of their review in looking at the requested change in zoning, and as a response to the questions and concerns about potential additional traffic. This study was done using ITE Trip Generation Data, which is standard information for traffic analysis studies. The same information would be used regardless of who was conducting the traffic study.

I did not work on the traffic study myself, as it was performed by our Engineering Department. I would encourage you to reach out to our Engineering staff with specific questions on the stated distributions of traffic. I have copied our Assistant Director of Public Works, Greg Rokos, on this email. Please feel free to follow up with him if you would like a better explanation of the traffic study.

2. Current Land Available - Currently within the City, there are only 2 parcels of land that are currently zoned for this type of proposed development. Both of those pieces of land are already spoken for, and are not for sale. In order for the development of any residential product other than single family homes, a rezoning of land would likely have to occur, which explains why this site has been identified as appropriate for the request, being that it has remained undeveloped for 20+ years.

This is not a redevelopment in the sense of redeveloping existing buildings, because you are right, there are none, but rather the replatting of existing commercial lots to be arranged for a residential development.

3. Affordability - While I certainly can't speak to anyone's ability to afford this type of product, because everyone's financial situation and living preferences are different, I can certainly tell you that there is a demand for this type of product in Raymore. The units that we have in Raymore currently at this price point are leased, with a waiting list. Raymore has a strong residential market, and we are seeing a lot of interest in housing options other than single family homes.

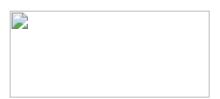
Again, I appreciate your questions, and hope I was able to answer them. If you have any additional questions, please let me know.

Thank you,

[Quoted text hidden]

--

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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at: https://www.surveymonkey.com/s/raymorecustomerservicesurvey

Gregory Rokos <grokos@raymore.com>
To: Brian Ahern

bahern71@yahoo.com>
Co: David Gress <dgress@raymore.com>

Fri, Jun 21, 2019 at 1:55 PM

Good Afternoon.

Mr. Gress is correct. The numbers come straight out of the ITE Trip Generation Manual. They are books that have many counts based upon similar land usage that you can project traffic volumes for similar developments.

The books for instance give us 466 daily trips from 67 units. This is not based in math, but from these books. It is an accepted rule that 10% of all trips to a residential unit occur in the peak hours. This would be 46 trips, both to the units and away from the units. In the morning most of the trips would be away, while in the evening, most of the trips would be toward the unit. So if you divided the trips 80%/20% based on the peak time, 80% of 46 is 37 trips. So there would be 37 trips in the direction of the peak flow with 9 trips the other direction in the peak hour.

I hope this answers your questions. If you have any other questions, please let me know!

Gregory J. Rokos, PE, Assistant Public Works Director - Engineering

City of Raymore 100 Municipal Circle, Raymore, MO 64083 P 816-892-3017 | F 816-892-3073 | grokos@raymore.com

On Fri, Jun 21, 2019 at 1:32 PM Brian Ahern bahern71@yahoo.com wrote:

Hi Greg,

Can i get a bit more information please on how these traffic figures were comprised please.

Thank you

Brian Ahern

[Quoted text hidden]

Gregory Rokos <grokos@raymore.com>
To: David Gress <dgress@raymore.com>

Fri, Jun 21, 2019 at 2:44 PM

FYI

Gregory J. Rokos, PE, Assistant Public Works Director - Engineering City of Raymore | 100 Municipal Circle, Raymore, MO 64083 P 816-892-3017 | F 816-892-3073 | grokos@raymore.com

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

From: Brian Ahern

 bahern71@yahoo.com>

Date: Fri, Jun 21, 2019 at 2:39 PM Subject: Re: PUD Questions

To: Gregory Rokos <grokos@raymore.com>

Thank You Greg,

Well, i ask and only offer my opinion based on my experience in this area. Living in this area and experiencing the traffic in this area at 645 am and 545 pm when i come through these intersections, i would bet that the book you are using is foo... not just a little, but a lot.

As you know from working here, peak traffic by this area is from about 630 am to 745 am and from 515 pm till about 615 pm.

since the demographic of the people that they are targeting are young professionals, they will fall into these categories of being an 8-5 employee somewhere. Most likely north of Raymore. according to:

https://datausa.io/profile/geo/raymore-mo/

Most people in Raymore, MO commute by Drove Alone, and the average commute time is 25.6 minutes. The average car ownership in Raymore, MO is 2 cars per household.

so, $67 \times 2 = 134$ additional cars passing through this intersection in this already congested area. Would you agree with that logic?

Now, Me, I live on N Park and have to turn left onto 58, and III tell ya... although i am not a proponent of additional stop lights, its difficult already to access 58 in the morning already which is why i go around the block to Sunset and use the light. On the drive home, it takes nearly 15 minutes on a bad day to get from 49 to the fire station... that is only 2.2 miles.

I know that it is time consuming to do this but if you collected data from existing traffic flow and plugged in the data from an additional 134 vehicles during this peak times, i am confident that your counts from the Book will we way off from what

will	be	the	rea	lity
------	----	-----	-----	------

Brian

[Quoted text hidden]

Brian Ahern

Sahern71@yahoo.com>

To: Gregory Rokos

Gresory Rokos

Gress@raymore.com>

Tue, Jun 25, 2019 at 8:38 AM

Good Morning Greg,

Do you have any additional comments to my reply to your email?

Brian

On Friday, June 21, 2019, 02:39:00 PM CDT, Brian Ahern bahern71@yahoo.com> wrote:

Thank You Greg,

Well, i ask and only offer my opinion based on my experience in this area. Living in this area and experiencing the traffic in this area at 645 am and 545 pm when i come through these intersections, i would bet that the book you are using is foo... not just a little, but a lot.

As you know from working here, peak traffic by this area is from about 630 am to 745 am and from 515 pm till about 615 pm.

since the demographic of the people that they are targeting are young professionals, they will fall into these categories of being an 8-5 employee somewhere. Most likely north of Raymore. according to:

https://datausa.io/profile/geo/raymore-mo/

Most people in Raymore, MO commute by Drove Alone, and the average commute time is 25.6 minutes. The average car ownership in Raymore, MO is 2 cars per household.

so, $67 \times 2 = 134$ additional cars passing through this intersection in this already congested area. Would you agree with that logic?

Now, Me, I live on N Park and have to turn left onto 58, and III tell ya... although i am not a proponent of additional stop lights, its difficult already to access 58 in the morning already which is why i go around the block to Sunset and use the light. On the drive home, it takes nearly 15 minutes on a bad day to get from 49 to the fire station... that is only 2.2 miles.

I know that it is time consuming to do this but if you collected data from existing traffic flow and plugged in the data from an additional 134 vehicles during this peak times, i am confident that your counts from the Book will we way off from what will be the reality.

On Friday, June 21, 2019, 01:57:30 PM CDT, Gregory Rokos <grokos@raymore.com> wrote:

[Quoted text hidden]

Gregory Rokos <grokos@raymore.com>

Tue, Jun 25, 2019 at 10:41 AM

Thank you for your email. I appreciate your concern for the traffic at the intersection.

We have just counted the intersection again and with the projected traffic from the development, there is not a problem with the number of cars entering the intersection. I have also been out there viewing the traffic and it confirmed that there is not an issue.

Once again, thank you for your email.

Gregory J. Rokos, PE, Assistant Public Works Director - Engineering City of Raymore | 100 Municipal Circle, Raymore, MO 64083 P 816-892-3017 | F 816-892-3073 | grokos@raymore.com

[Quoted text hidden]

Brian Ahern

bahern71@yahoo.com>

Tue, Jun 25, 2019 at 10:57 AM

To: Gregory Rokos <grokos@raymore.com> Cc: David Gress <dgress@raymore.com>

I am Not doubting you but asking... You are counting? Did you consider that this time of the year does not have school traffic? did you add additional 2 cars per unit to the equation during the peak time on sunset? May i ask what car count you observed in the peak time? Can 58 handle it? Maybe,,, Can sunset?

Traffic is a concern but the fact that there has really been no study is more concerning. The also main concern is where your Book shows office buildings would have a higher traffic count compared to these units. Thats the elephant in the room so to speak.

in comparison, I speak with Management at Price Chopper to get a comparison,,, They state that their average ticket count is close to 900 per weekday average. Page 21 of your book states, 1980 Trips if it was office space?....

How is this possible? If your book suggesting that office space would generate more traffic than Price Chopper?

Brian

[Quoted text hidden]

 Tue, Jun 25, 2019 at 11:49 AM

Cc: David Gress <dgress@raymore.com>

Thank you for your email. I want to make sure you understand what we mean by trips.

If Pricechopper averages 900 sales in a day, that would be 1800 trips. One trip to the store, one trip out of the store. Then you need to add all the trips for the employees (2 trips minimum per employee, they may leave during a shift and come back for a meal), then vendors, suppliers and maintenance staff. This would push their trips well over 2000 per

February 24, 2020 City Council Meeting

day. This also does not account for trips to Pricechopper for people who are not using Pricechopper 50% has been starbucks or other services they have. So you are correct, the Pricechopper does have more trips than this planned retail/office space would have.

Please remember that the current zoning is for retail and office space. That zoning has proven not to be effective since no one has purchased it and placed retail and office space in the area. But if it were to develop like the zoning allows and it was like the development between Foxridge and Johnston Drive on the north side of the road, you have the space for 2 fast food restaurants, plus a building that holds 2 sandwich shops, a fast serve coffee drive through, a bank and a daycare/ preschool that could hold 100 kids. There would still be room left over for a lab testing facility and office space. The lab could have 200 trips per day, the daycare over 200 trips a day and imagine the number of trips a McDonalds or Dunkin Doughnuts (I know there is not one in town) would bring to the area. Throw in 2 of your favorite sandwich shops and that is a lot of traffic, much more than 67 townhouses. This is what the current zoning allows for this area, and has the capacity to handle.

I hope this brings some clarity in your understanding of trips and the current and proposed zoning.

Gregory J. Rokos, PE, Assistant Public Works Director - Engineering City of Raymore | 100 Municipal Circle, Raymore, MO 64083 P 816-892-3017 | F 816-892-3073 | grokos@raymore.com

[Quoted text hidden]

David Gress <dgress@raymore.com>
To: Jim Cadoret <jcadoret@raymore.com>

Tue, Jun 25, 2019 at 3:14 PM

FYI - here's the thread between myself, Greg, and Mr. Ahern.

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

From: Gregory Rokos <grokos@raymore.com>

Date: Tue, Jun 25, 2019 at 11:51 AM

Subject: Re: PUD Questions

[Quoted text hidden]
[Quoted text hidden]
[Quoted text hidden]

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58 & Sunset Rezoning Discussion

2 messages

Brock & Sarah brocktsaraht@gmail.com
To: "dgress@raymore.com" dgress@raymore.com

Tue, Jun 18, 2019 at 9:43 PM

I was made aware of the proposed rezoning at Sunset and 58hwy via Facebook.

I have been a resident of Raymore for 16yrs. In that time there have been drastic changes, most being for the best.

That being said, I am against the rezoning of this property. All major infrastructure has been put on 58 hwy which lacks sufficient lanes, timing of lights, turning lanes, egress, etc. Our city continues to outgrow its infrastructure and the last thing we need is more people added to our population, much less on 58hwy. My children are 13 & 11 and we do not need additional children injected into Raymore-Peculiar school district at this time.

I propose no further growth initiatives such as "affordable housing" until we solve for our road congestion and packed schools. Knowing there are different levels of government responsible for 58 hwy, I propose initiates focused on change-management with all parties responsible instead of using the bureaucratic process as a scapegoat for not making substantive changes to the 58hwy problem.

Thank You, Brock & Sarah Thompson 1102 Johnston Dr Raymore, Mo 64083 816-456-2731

Sent from my iPhone

David Gress <dgress@raymore.com>
To: Brock & Sarah

Sorcktsaraht@gmail.com>

Wed, Jun 19, 2019 at 8:29 AM

Mr. and Mrs. Thompson - Thank you for sharing your concerns. I will ensure these are shared with the Planning and Zoning Commission and City Council members.

Thanks,
[Quoted text hidden]

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com

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Townhouses

2 messages

John Allegro <allegroracing@icloud.com>

Wed, Jun 19, 2019 at 8:24 AM

To: dgress@raymore.com

We don't need nor want any more housing like those which we ALL know degrades the quality of communities no matter what community they're built in. They're ALWAYS the cheapest built, lowest income producing structures that bring in the worse kinds of problems. Build the community smarter not cheaper!

Sent from my iPhone

David Gress <dgress@raymore.com>
To: John Allegro <allegroracing@icloud.com>

Wed, Jun 19, 2019 at 8:29 AM

Mr. Allegro - Thank you for sharing your concerns. I will ensure these are shared with the Planning and Zoning Commission and City Council members.

Thanks,

[Quoted text hidden]

--

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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Rezoning

2 messages

Kim Force <force.kd@gmail.com>
To: dgress@raymore.com

Wed, Jun 19, 2019 at 2:39 PM

I just wanted you know that I'm opposed to the rezoning and housing plans that are being brought to the table. It's not a good spot.

A better location would be across 58 to the North, still off Sunset.13 acres to plan out where 50 families and their 50 cars seems smarter than squishing them in a little field. That field would be better off being rezoned for single family homes- or I see room for about 12- 18 townhomes similar to what's already across from the field.

If rezoning does go through I would like to hear about when repaving that stretch of Sunset will happen along with painting lines to mark the lanes. And how the brick draining system at sunset and 58 will hold up to more traffic. Thanks for looking at all sides of this!

Kim

David Gress <dgress@raymore.com>
To: Kim Force <force.kd@gmail.com>

Wed, Jun 19, 2019 at 2:44 PM

Ms. Force - thank you for sharing your concerns. I will ensure that they are shared with the Planning Commission and City Council Members.

To speak to one of your questions, although not directly related to the rezoning, our Public Works department is proposing to resurface Sunset Lane, from 58 highway to Lucy Webb, as well as Pine Street, between Sunset and Park this year as part of their annual street preservation program. Those projects will still have to be approved by City Council, but they are on the City's radar. The paved crosswalks are also being closely watched for repairs as well.

Thank you for your input!

[Quoted text hidden]

--

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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Commercial Lot rezoning to PUD multi family residential

2 messages

Lee Shepard <leetshepard@gmail.com> To: dgress@raymore.com

Wed, Jun 19, 2019 at 2:07 PM

Good Afternoon,

My name is Lee Shepard Jr. I live in the Shadow Wood subdivision. I wanted to inform you that I do NOT want any more multi family units in the city of Raymore. Since, I may not be able to make it to the meeting. Can you please provide me with the names of the council members that vote against my opinion if there are any?

Thank you,

Lee Shepard

David Gress <dgress@raymore.com>
To: Lee Shepard <leetshepard@gmail.com>

Wed, Jun 19, 2019 at 2:17 PM

Mr. Shepard - Thank you for sharing your concerns. I will ensure these are shared with the Planning and Zoning Commission and City Council members.

The results of the vote on the request by the Planning Commission and City Council will be publicly available during and after the meeting. If you have any additional questions, please let me know.

Thank you,
[Quoted text hidden]

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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Zoning behind fire station

2 messages

Linda Ewing < lindaewing 48@gmail.com>

To: dgress@raymore.com

Mon, Jun 24, 2019 at 8:23 AM

Hopefully this will not pass. I believe this is not a plan for Raymore to improve value for all their home owners. Parking usually is an issue, turn over of people that do not care is an issue, and more crime is an issue. Renting is not the way to go. Please think of your home owners.

Thank you Linda Ewing 301 N Woodson Dr

Sent from my iPhone

David Gress <dgress@raymore.com>
To: Linda Ewing lindaewing48@gmail.com>

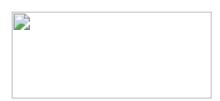
Mon, Jun 24, 2019 at 9:14 AM

Ms. Ewing - Thank you for sharing your concerns. I will ensure these are shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd to voice your concerns.

Have a great day! [Quoted text hidden]

--

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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Multi family housing

2 messages

Lou Manker <firedog122@yahoo.com>

To: dgress@raymore.com

Wed, Jun 19, 2019 at 1:35 PM

Please please no more multi family housing projects!!!! As a firefighter that works in Blue Springs, trust me when I say that the more apartments and duplexes we have in the city, the higher the crime rate and misuse of city services. I'm not saying that they are all bad, I'm just saying that even the nicest of places become Section 8 housing eventually. As a community, we can stop this from happening now.

Thank you Lou Manker.

Sent from my iPhone

David Gress <dgress@raymore.com>
To: Lou Manker <firedog122@yahoo.com>

Wed, Jun 19, 2019 at 1:36 PM

Mr. Manker, Thank you for sharing your concerns. I will ensure these are shared with the Planning and Zoning Commission and City Council members.

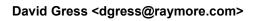
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David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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PUD Lot Resoning

2 messages

pat Barker <pat.barker@att.net>
Reply-To: pat Barker <pat.barker@att.net>
To: dgress@raymore.com

Wed, Jun 19, 2019 at 5:22 PM

I vote "NO" to rezoning at Hwy 58 and Sunset at July 2, 2019 meeting on same.

David Gress <dgress@raymore.com> To: pat Barker <pat.barker@att.net> Thu, Jun 20, 2019 at 7:56 AM

Good morning, Pat. Thank you for sharing your concerns. I will ensure that they are shared with the Planning Commission and City Council Members.

[Quoted text hidden]

--

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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Please no more rental townhomes or apartments in Raymore. Thank you!					
Pennie Brown <plbrown5118@att.net> To: dgress@raymore.com</plbrown5118@att.net>	Wed, Jun 19, 2019 at 8:04 AM				
Sent from my iPhone					
David Gress <dgress@raymore.com> To: Pennie Brown <plbrown5118@att.net></plbrown5118@att.net></dgress@raymore.com>	Wed, Jun 19, 2019 at 8:29 AN				
Ms. Brown - Thank you for sharing your concerns. I will ensure these are sharing commission and City Council members.	ared with the Planning and Zoning				
Thanks,					
On Wed, Jun 19, 2019 at 8:04 AM Pennie Brown <plbrown5118@att.net> w</plbrown5118@att.net>	rote:				
Sent from my iPhone					
David Gress Associate Planner City of Raymore 100 Municipal Circle (816) 892-3015 dgress@raymore.com					

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Fwd: New Development considered behind Fire Station and Mazuma Area

2 messages

Jim Cadoret <jcadoret@raymore.com>
To: David Gress <dgress@raymore.com>

Wed, Jun 19, 2019 at 8:45 AM

FYI, in case you didn't get this one.

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James A. Cadoret, AICP
Development Services Director - Assistant to the City Manager
City of Raymore, Missouri
100 Municipal Circle
Raymore, MO 64083
(816) 892-3030

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

From: Sherri Davis <sdavis2131@gmail.com>

Date: Tue, Jun 18, 2019 at 7:08 PM

Subject: New Development considered behind Fire Station and Mazuma Area

To: <jcadoret@raymore.com>

I don't know if you are keeping tallies but I would like to offer a vote of no on this planned development. We have plenty of other places that they can put apartments/duplex/homes. I like living in a housing area and Sunset is already to busy. If you put 54 units in there it will be crazy. Can we please ask them to look for another location? Maybe off Cass Parkway? Not in center of town.

Thank you for your consideration I had to work late tonight and was unable to attend the planned meetings,

Have a totally awesome day!

Sherri Davis

Phone: 816-200-4100

Email: sdavis2131@gmail.com

David Gress dgress@raymore.com To: Jim Cadoret jcadoret@raymore.com

Wed, Jun 19, 2019 at 8:49 AM

Thank you. She emailed me last night as well with a separate email. I'll be keeping track of all emails related to this, so please feel free to forward anything that you get.

Thanks,
[Quoted text hidden]

--

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com

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[Quoted text hidden]

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Zoning change behind firehouse

3 messages

Sherri Davis <sdavis2131@gmail.com>

To: dgress@raymore.com

Tue, Jun 18, 2019 at 9:40 PM

Please tally our vote as no on this issue. We do not want more apartments in Raymore. We want people vested in owning their properties.

We do not want townhomes behind the fire station.

Right now we're starting to lose the feeling you can safely walk to the park and around the blocks in the dark. More people make is worse.

Please vote no

Sherri Davis 816.200.4100

David Gress dgress@raymore.com To: Sherri Davis sdavis2131@gmail.com Wed, Jun 19, 2019 at 8:28 AM

Ms. Davis - Thank you for sharing your concerns. I will ensure these are shared with the Planning and Zoning Commission and City Council members.

Thanks,

[Quoted text hidden]

_

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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at: https://www.surveymonkey.com/s/raymorecustomerservicesurvey

Sherri Davis <sdavis2131@gmail.com>
To: David Gress <dgress@raymore.com>

Wed, Jun 19, 2019 at 9:11 AM

Thank you for your response

Sherri Davis 816.200.4100 [Quoted text hidden]

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(no subject) 2 messages	
8166511839@pm.sprint.com <8166511839@pm.sprint.com> To: dgress@raymore.com	Wed, Jun 19, 2019 at 12:13 PM
Sent from my mobile.	
Please No more apartments or town houses in Raymore. What we like Red Lobster, Olive Garden, Famous Dave's BBQ	we need is more businesses & better restaurants

David Gress <dgress@raymore.com> To: 8166511839@pm.sprint.com

Wed, Jun 19, 2019 at 12:15 PM

Thank you for sharing your concerns. I will ensure these are shared with the Planning and Zoning Commission and City Council members.

[Quoted text hidden]

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com

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Conway Place

2 messages

Ann Schultheis <amkschultheis@gmail.com>
To: "dgress@raymore.com" <dgress@raymore.com>

Fri, Jun 21, 2019 at 9:57 AM

Good Morning- I wanted to take a moment and share my excitement for the upcoming townhome project. Good for the city!!! This ground has been vacant for too long and people use it as their personal parking lot. It will be ready to see it developed with high end rentals. This is the kind of forward thinking we need in Raymore.

Good stuff!! When will it be built?

Ann

David Gress <dgress@raymore.com>
To: Ann Schultheis <amkschultheis@gmail.com>

Fri, Jun 21, 2019 at 9:58 AM

Good morning, Ann - Thank you for sharing your support. I will ensure that this is shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd (7:00pm) to voice your support.

Have a great day! [Quoted text hidden]

--

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com

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Conway townhome project.

3 messages

Mon, Jul 1, 2019 at 10:57 AM

David,

I am a long time home owner and resident of Raymore and I am emailing you to express my full support of the proposed townhome project off Conway. Raymore is in need of high end townhomes and this offers a great option for family renters that would not otherwise be able to live in Raymore and experience all it has to offer. This ground is best used for residential as no commercial user is going to build that far back.

I am very excited to see this and all the other growth going on here in my home town.

David Gress <dgress@raymore.com>
To: Bradley Rash

bradleyrash@gmail.com>

Mon, Jul 1, 2019 at 11:03 AM

Brad - Great to hear from you! I appreciate you voicing the support. I will make sure the Planning Commission and City Council members hear it.

The project has been delayed slightly at the applicant's request, but I encourage you to attend the Planning Commission meeting once it is scheduled.

If you have any questions, let me know!

[Quoted text hidden]

__

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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at: https://www.surveymonkey.com/s/raymorecustomerservicesurvey

Bradley Rash bradleyrash@gmail.com>
To: David Gress dgress@raymore.com>

Mon, Jul 1, 2019 at 11:06 AM

Thank you and I will. [Quoted text hidden]

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17		ILJV	V I I I I		

2 messages

Charles Campbell <charlescampbell1@yahoo.com>

To: Dgress@raymore.com

Fri, Jun 21, 2019 at 12:31 PM

Hi David

Sounds like exciting stuff coming to raymore with the new Townhome's Happening! It's about time as Raymore deserves high end rentals!! Good luck with the project.

Chuck!

Sent from my iPhone

David Gress <dgress@raymore.com>

Fri, Jun 21, 2019 at 12:40 PM

To: Charles Campbell <charlescampbell1@yahoo.com>

Chuck - Thank you for sharing your support. I will ensure this is shared with our Planning Commission and City Council Members.

Have a great day! [Quoted text hidden]

--

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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February 24, 2020 City Council Meeting Page 130 of 230





Rental Properties/Townhouses

2 messages

Demetric Mariner <demetricmariner@gmail.com>

To: dgress@raymore.com

Fri, Jun 21, 2019 at 11:42 AM

Good Morning Mr. Gress!

I wanted to reach out on behalf of the 60 unit townhouse development wanting to come to Raymore. The opportunity to be able to rent a luxury home while reaching our financial goals in a short term lease has had a great impact on my family. There was nothing available here in Raymore for my family to rent, besides apartments that could not accommodate the number of rooms we needed. Please consider the townhouses.

Demetric Mariner Sent from my iPhone

David Gress dgress@raymore.com

Fri, Jun 21, 2019 at 12:41 PM

To: Demetric Mariner <demetricmariner@gmail.com>

Mr. Mariner - Thank you for sharing your support. I will ensure this is shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd (7:00pm) to voice your support.

Have a great day! [Quoted text hidden]

--

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com

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February 24, 2020 City Council Meeting Page 131 of 230





Raymore homes proposal.

2 messages

Jake Carlsen < jakecarlsen 224@gmail.com>

To: Dgress@raymore.com

Cc: Andrew T Mackey < Mackeyandy@gmail.com >

Fri, Jun 21, 2019 at 1:08 PM

Hello, David, my name is Jake Carlsen. I was planning to attend the meeting last week about the townhome community but had to watch my girls. I grew up in the Raymore area until my parents built a house in Peculiar when they were more well off financially. Prior to that we lived in a duplex on the south east side of Raymore that was not well taken care of and not an ideal place to live. I think the new town homes would be a great start for newer families or individuals just starting out in their careers. I have seen Raymore grow a lot in the past 20 years and look forward to seeing it succeed. Thank you,

Jacob Carlsen

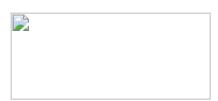
David Gress <dgress@raymore.com>

Fri, Jun 21, 2019 at 2:05 PM To: Jake Carlsen < jakecarlsen 224@gmail.com> Cc: Andrew T Mackey < Mackeyandy@gmail.com>

Jake - Thank you for sharing your support. I will make sure that this is shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd (7:00pm) to voice your support.

Have a nice weekend! [Quoted text hidden]

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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Support & Progress for Raymore

2 messages

Jerad Henkel <jerad.henkel@gmail.com>

Fri, Jun 21, 2019 at 1:14 PM

To: Dgress@raymore.com

Dear David-

I hope you are the right person to receive this. Looks like good things are coming with this townhome community next to city hall. I wanted to email and share my support.

Good stuff-go Raymore!!!

Jerad H.

David Gress <dgress@raymore.com>
To: Jerad Henkel <jerad.henkel@gmail.com>

Fri, Jun 21, 2019 at 2:08 PM

Mr. Henkel - Thank you for sharing your support. I will ensure that this is shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd (7:00pm) to voice your support.

Have a good weekend! [Quoted text hidden]

--

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com

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Conway	Droi	<u>nct</u>
Conway	FIUJ	CCL

2 messages

Mike Yeates <mtyeates@gmail.com> To: dgress@raymore.com

Fri, Jun 21, 2019 at 1:28 PM

Hi David,

I believe you are the right person I need to be forwarding on my comments to regarding the proposed 60 unit townhome project. I have heard rumors and then was able to review some of the facts. And overall, it appears a big win for the city. To have nice product like this really ensures a strong tax base, and will attract businesses I hope.

Anyways, we are all for it!!!

Good Job Raymore!!!

Thanks,

Mike Yeates

David Gress <dgress@raymore.com>
To: Mike Yeates <mtyeates@gmail.com>

Fri, Jun 21, 2019 at 2:08 PM

Mr. Yeates - Thank you for sharing your support. I will ensure that this is shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd (7:00pm) to voice your support.

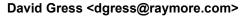
Have a good weekend. [Quoted text hidden]

--

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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Conway Place

2 messages

Slauter, **Mitchell S.** <msslauter@fedins.com>
To: "dgress@raymore.com" <dgress@raymore.com>

Wed, Jun 26, 2019 at 12:07 PM

Mr. Gress,

My name is Mitch Slauter and I am a current tenant of the townhomes leased by Andy Mackey on Foxridge Dr. My wife and I also attended the city meeting that addressed this last week. As a young married couple, building a family the opportunity that these beautiful townhomes created for us was incredible. We were in need of getting out of the city, and landing more space at a much more affordable price than what some units in the more civilized areas were requesting. This being said, The City of Kansas City is continuing to grow and that requires the suburban areas to grow and adapt with. What a community like Conway Place will create is the ability to for young and old that are looking for temporary housing. Life happens, and that is very evident in all walks of life. This complex gives a place for those who need space, a rental, as well as having some luxurious finishes. As a community always wishes to grow and never go backwards, this will give the City of Raymore an incredible opportunity to allow many folks in different stages of life the opportunity to live in our special area. This will promote more growth, and more income in the city. Many people have said they want a community center, but we all know that requires money and more tax dollars in which our two largest housing communities (Creekmoor and Eagle Glen) will have no interest due to their own amenities. More population creates more tax money, therefore helping create some of these other opportunities without doubling a tax budget. Just ask the citizens of Pleasant Hill they feel about their taxes post building their beautiful new Fire Station.

I hope this email reaches your attention, because I truly believe the only thing holding Raymore back from growing and bringing more young and successful professionals are those who oppose things such as this. Please feel free to reach out to me and ask me any questions.

Thank you,

Mitch Slauter | Marketing Representative

<u>Federated Insurance</u> – Jackson, Cass, Bates Counties Missouri 3351 SW Kessler Drive #1305, Lees Summit, MO 64081 C: 816-825-4155 | E: msslauter@fedins.com



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David Gress dgress@raymore.com To: "Slauter, Mitchell S." msslauter@fedins.com Wed, Jun 26, 2019 at 12:18 PM

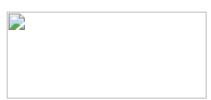
Mitch, thank you for reaching out and sharing your support, I appreciate your comments. And thank you to you and your wife for attending the meeting earlier this month. I will ensure that your comments are shared with our Planning Commission and City Council members.

To update you, the public hearing that was originally continued to the July 2nd meeting has been cancelled. Mr. Mackey reached out and requested to place a hold on the project until details could be worked out between the applicants and the current property owner. Regardless, these comments will still be shared.

If you would like to receive a notification when this project moves forward, please visit http://bit.ly/2ZORHKB

If you have any questions, please let me know! [Quoted text hidden]

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February 24, 2020 City Council Meeting Page 136 of 230





Raymore Project

2 messages

Shannon Deterding <sdeterding@live.com>
To: "dgress@raymore.com" <dgress@raymore.com>

Fri, Jun 21, 2019 at 2:03 PM

Hi Mr Gress,

Thank you for hosting the meeting last week about the new MF development. I wasn't there but was briefed on the progress. It sounds like there is some opposition by those that just don't like renters. That's unfortunate as we know more rooftops equals more value and more businesses.

Thanks to moving this project along!!! We support it.

My Best, Shannon

David Gress <dgress@raymore.com>
To: Shannon Deterding <sdeterding@live.com>

Fri, Jun 21, 2019 at 2:09 PM

Hi Shannon - Thank you for sharing your support. I will ensure that this is shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd (7:00pm) to voice your support.

Have a nice weekend, [Quoted text hidden]

--

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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February 24, 2020 City Council Meeting Page 137 of 230





New Sunset Zoning Project

2 messages

Shawn Loveland <shawnloveland.it@gmail.com>

Fri, Jun 21, 2019 at 10:53 AM

To: dgress@raymore.com Cc: mackeyandy@gmail.com

To Whom It Concerns,

I am in favor of the zoning for the Townhome development on Sunset Lane. I was a home owner for the past 15+ years, on South Sunset, and after my recent divorce, I become a renter. I feel that it was in the best interest for myself and kids to downsize from a 6 bedroom to a 3 bedroom. It was very difficult to find an apartment or a more luxury Townhome for rent vs a house that fits my life style. As for the cost to rent a 3 or 4 bedroom home in Raymore is ridiculous high \$1500-\$2500 a month, just for rent. You might as well buy a home, my house payment was only \$1300 for a 6 bedroom. I feel that the location next to Mazuma, land that has been vacant for well over 20+ years, is a perfect central location to develop. The location is not going to drive that much more additional traffic, as I lived on Sunset, the traffic will always be pretty steady regardless of the development.

I know everyone has a freedom to voice their opinion, but with all of the negativity being put out on Facebook, is childish, unprofessional and irrelevant. I see the complaints that are coming from home owners that live in the area, however, have no concern to worry about a need to rent. As for there is a demand for additional renting property, with first time buyers looking to move into the Raymore community, downsizing (gives time decide to find a house after a few years) divorces, young adults moving out of parents homes. The need of rental property will only continue to increase as the community becomes larger and larger every year. As we can see, Raymore continue to grow, not decrease in size.

I want to thank you for the opportunity to voice my opinion as well, on behalf of a Raymore resident. If you need any additional comments, feel free to contact me via this email address or my cell number provided below.

Thank you!!

R/S

Shawn Loveland Cell#: (816)898-1556



David Gress <dgress@raymore.com>

To: Shawn Loveland <shawnloveland.it@gmail.com> Cc: Andrew T Mackey <mackeyandy@gmail.com> Fri, Jun 21, 2019 at 10:56 AM

Mr. Loveland - Thank you for sharing your support. I will ensure this is shared with our Planning Commission and City Council members. It was great talking to you Tuesday evening, and I encourage you to attend the Planning Commission meeting on July 2nd (7:00pm) to voice your support.

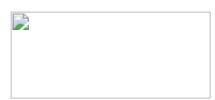
Have a great day!

[Quoted text hidden]

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David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com

February 24, 2020 City Council Meeting Page 138 of 230



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Raymore Town home development

3 messages

Shelley Mariner <shellzbellz2219@gmail.com>
To: "dgress@raymore.com" <dgress@raymore.com>

Fri, Jun 21, 2019 at 11:16 AM

Mr. David Gress,

Good Morning!

I would like to thank you for hearing us out on Tuesday nights meeting, regarding the 60 unit townhome development. Raymore needs more luxury rentals available for those who can't get into a home due to other life situations other than cost.

My family is beyond grateful that these came about right when our 3rd child was about to make her entrance. We were in a small apartment (only ones in Raymore) all of the three bedrooms were full and none coming available anytime soon. We had to deal with complaints of neighbors because of our kids being kids, I was tired of the small space and my kids not being able to go outside and play. At the time we were not at our goal yet to purchase a house.

Raymore has nothing but \$200,000 Plus homes available. There is nothing to accommodate people who have restrictions that are stopping them to get a home. My family just needed a place till we were ready to buy. Some or most people would like to have some debt paid off before owning a home.

Thank you for reading this long email, I hope you consider these great townhomes coming to Raymore.

Shelley Mariner Resident of Townhomes on Foxridge

Shelley Mariner

David Gress To: Shelley Mariner shelley Mariner <a href="mailto:

Fri, Jun 21, 2019 at 11:17 AM

Good morning, Mrs. Mariner - Thank you for sharing your support. I will ensure that this is shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd (7:00pm) to voice your support.

Have a great day! [Quoted text hidden]

David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com



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at: https://www.surveymonkey.com/s/raymorecustomerservicesurvey

Shelley Mariner <shellzbellz2219@gmail.com> To: David Gress <dgress@raymore.com>

Fri, Jun 21, 2019 at 11:20 AM

Thank you!
[Quoted text hidden]

Shelley Mariner

February 24, 2020 City Council Meeting Page 141 of 230





New Apartment community

2 messages

Tori Anderson <andertori@gmail.com>

Fri, Jun 21, 2019 at 10:04 AM

To: "dgress@raymore.com" <dgress@raymore.com>

Hello David-

Thanks for hosting the meeting this week. I wanted to take a minute and express my 1000% support For this. It seemed most all

Of the comments at the meeting weren't directly targeted at the project, but the city. The comments regarding making the site a parking lot or community center were ridiculous. In addition, that one lady who kept insulting people really is a Horrible person. It really

Does seem the Only

Opposition for this is that one loudmouth lady.

Good luck!!!

Tori Anderson

David Gress <dgress@raymore.com>

Fri, Jun 21, 2019 at 10:07 AM

To: Tori Anderson <andertori@gmail.com>

Ms. Anderson - Thank you for sharing your support. I will ensure that this is shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd (7:00pm) to voice your support.

Have a great day!
[Quoted text hidden]

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David Gress | Associate Planner City of Raymore | 100 Municipal Circle (816) 892-3015 | dgress@raymore.com

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Planning and Zoning Commission Meeting Minutes Excerpt February 18, 2020

7. New Business -

A. Case #19007 - Sunset Plaza PUD Rezoning (public hearing)

Sean Siebert, representing SPC, LLC, presented the request to the Commission and provided handouts of a powerpoint presentation on the project.

Commissioner Bowie arrived at 7:05 p.m.

Mr. Siebert stated he was raised in one of the two-family dwellings built by his father that is adjacent to the subject property. The subject property was vacant 30 years ago, and it remains vacant today.

Mr. Siebert stated he is partnering with Andy Mackey, who combined have completed over a half-dozen communities. The closest community is Oak Ridge Farms. He stated they wanted to duplicate the design of those units for Sunset Plaza.

Mr. Siebert indicated the development will be done in 3 concurrent phases, starting with units along Conway Street.

Mr. Siebert reviewed the parking that is provided for the units. There will be a mixture of units with 1 and 2 car garages, with 65% of the units having a 2-car garage. He commented that 4-feet has been added to the garage space to accommodate storage area and area for the trash/recycling carts.

Mr. Siebert closed his presentation with a review of his Oak Ridge Farms development in Raymore, including photographs of the interior and exterior of the units. The proposed Sunset Plaza development will have similar architecture and features.

Development Services Director Jim Cadoret provided the staff report.

Mr. Cadoret stated the request is to reclassify the zoning of 5 acres located in the Town Center 4th Plat. He stated the southern two lots of the property are currently zoned "C-1" Neighborhood Commercial and the northern three lots are zoned "C-2" General Commercial.

Mr. Cadoret stated there is R-2 zoning to the east and to the south, and the land to the north is zoned C-2.

Mr. Cadoret entered into the record the notices mailed to adjoining property owners; the notice of publication in The Journal; the Unified Development Code; the application submitted; the Growth Management Plan; the staff report; the proposed development plan; and the comments submitted by residents.

Mr. Cadoret stated the rezoning application includes submittal of a proposed preliminary development plan for a proposed 67-unit townhome development.

Mr. Cadoret stated a Good Neighbor meeting was held in May of 2019. A public hearing was scheduled to be held at the June 18 Planning Commission meeting, but no quorum of the Commission was present and the hearing was rescheduled for July 2nd. The applicants did hold an impromptu Good Neighbor meeting with those residents who were present for the hearing. The applicants placed a hold on review of the request prior to the July 2nd meeting date.

Mr. Cadoret stated the Engineering Division has indicated that the application does comply with the design standards of the City and have submitted a memorandum of their review comments.

Mr. Cadoret stated the PUD zoning designation provides the City with more control over the development while providing some flexibility in design.

Mr. Cadoret provided a summary of residential construction activity that has occurred over the past 10 years, which reflected that 82% of the dwelling units constructed were detached single-family homes. When combining existing dwelling units with all approved dwelling units in the City, the percentage of detached single-family dwelling units remains over 75% of the total. He indicated that Raymore remains a predominately single-family community.

Mr. Cadoret stated staff provided the Commission with proposed findings of fact and indicated staff recommends the Commission accept those findings and forward the request to the City Council with a recommendation of approval, subject to 5 conditions outlined in the staff report.

Chairman Faulkner opened the public hearing at 7:35 p.m.

Sarah Locke, 404 S. Sunset Lane, expressed her concern on the stormwater detention basin. She handed-out correspondence she had with Greg Rokos, former Assistant Public Works Director, regarding stormwater runoff. Pam Hatcher, 1402 Young Circle, expressed her support for the request. She commented that the land should never have been zoned commercial as the land area has no visibility to 58 Highway. She was the listing agent for the property and there has been no interest in commercial development on the property.

Dr. Clarence Simmons, 613 W. Conway Street, indicated he is the closest affected property owner as he has his dental practice in the professional office building adjacent to the north. He also is the owner of the lot south of his practice, which is part of the proposed rezoning. He first bought his lot in 2003,

and there has been no other interest in commercial development on any of the other lots. He stated he wanted to locate a coffee shop on the lot but with no visibility none of the franchises were interested. He expressed his support for the proposed rezoning.

Brad Rash, 409 N. Madison Street, expressed his support for the proposed development.

David Forester, owner of Dave's Bike Shop at 319 N. Municipal Circle, indicated he was neutral on the request. He stated he lives nearby and expressed concern on the volume of residents that would live in the development. He also expressed concern on pollutants getting into the stormwater system.

Sheryl Dunham, 404 N. Park Drive, expressed her concerns with the proposed rezoning. She felt the application was not compliant with the requirements for a PUD and that the application itself was insufficient. She also expressed concern on stormwater runoff and lack of storm shelters for residents of the development.

Chairman Faulkner closed the public hearing at 8:00 p.m.

Mayor Turnbow requested Mr. Krass to address the stormwater questions raised under public comments.

Mike Krass, Public Works Director, stated one of the first projects he was involved with when he began work for the City in 2001 was the Sunset ditch project which helped to address erosion into Silver Lake. He stated the stormwater detention pond was constructed to the standards in place in 2001 and if this project develops commercially no work is required to occur to the pond. He stated the proposed development includes enhancements to the detention basin that will address issues with erosion in the stream and bring the pond into compliance with current stormwater control and treatment requirements.

Commissioner Wiggins asked if the detention pond is a dry pond or if there will permanently be water in the pond.

Mr. Krass stated the pond will be a dry basin.

Commissioner Urquilla asked the applicant to speak to the impact of home values near the multi-family developments they have completed.

Andy Mackey, partner with Sean Siebert on the project, provided examples of what home values have done in the two-family units to the east of the subject property and within the Oak Ridge Farms development.

Commissioner Urquilla asked about the traffic generation impact on 58 Highway.

Mr. Cadoret commented that the trip generation from townhomes development is 3 to 4 times less than commercial development.

Commissioner Urquilla indicated his concern was more on the impact of residents getting onto I-49.

Mr. Krass commented on the traffic study that the City is having completed looking at 58 Highway and the I-49 interchange and what can be done to improve traffic flow.

Commissioner Urquilla asked for clarification on the impact of the development on the middle school or high school.

Mr. Cadoret stated the School District only commented on the impact of the development on the elementary school. He stated that if the district had any concerns they would have commented on it.

Commissioner Urquilla asked if the wait time for the signal at 58 and Sunset has been reviewed.

Mr. Krass commented that the timing of the lights are coordinated by Operation Green Light and by design the priority is for traffic flow on 58 Highway.

Commissioner Bowie asked if the modifications to the detention basin were part of the PUD.

Mr. Cadoret stated yes, the work required to the stormwater detention pond is listed as one of the staff recommended conditions.

Commissioner Bowie asked why staff requested the variations in architectural design within the development.

Mr. Cadoret stated the City wanted some variation in building design and wanted to ensure that the architectural drawings included in the applicant's presentation was the final product that gets built.

Commissioner Bowie asked about enforcement of the limitations on parking and other rules of the subdivision.

Mr. Mackey stated enforcement is typically done through the lease and by the Homeowner's Association.

Commissioner Wiggins asked how the number of residents within an individual unit are controlled.

Mr. Siebert commented that the number of tenants occupying a single unit is controlled through the lease agreement and restrictions.

Commissioner Petermann asked if there would be on-site management for the development.

Mr. Mackey stated if necessary, they would consider it.

Motion by Mayor Turnbow, Seconded by Commissioner Bowie, to accept the staff proposed findings of fact and forward Case #19007: Sunset Plaza PUD Rezoning and Preliminary Development Plan to the City Council with a recommendation of approval, subject to the 5 conditions recommended by staff.

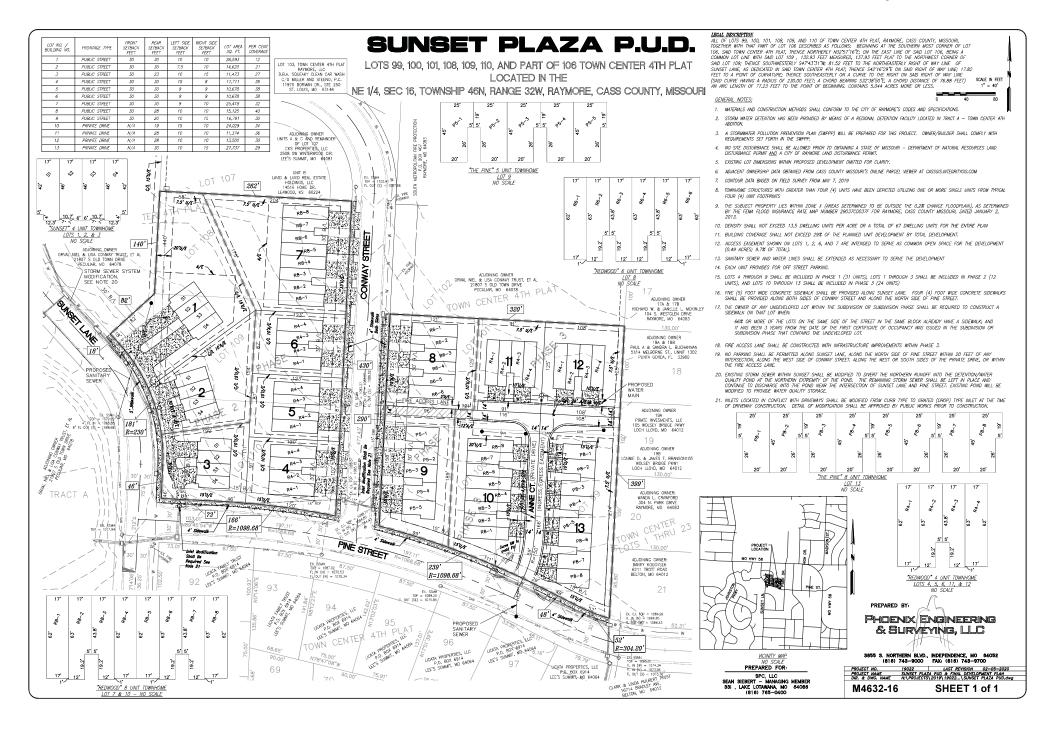
Mayor Turnbow made several comments related to the proposal: the School District indicated there is capacity in the schools and they are fully aware of the proposed developments in the City; commercial businesses are not interested in locating in this area; the Engineering Division provided information on the improvements that will occur with the stormwater detention basin; and the proposed use is the highest and best use for the property.

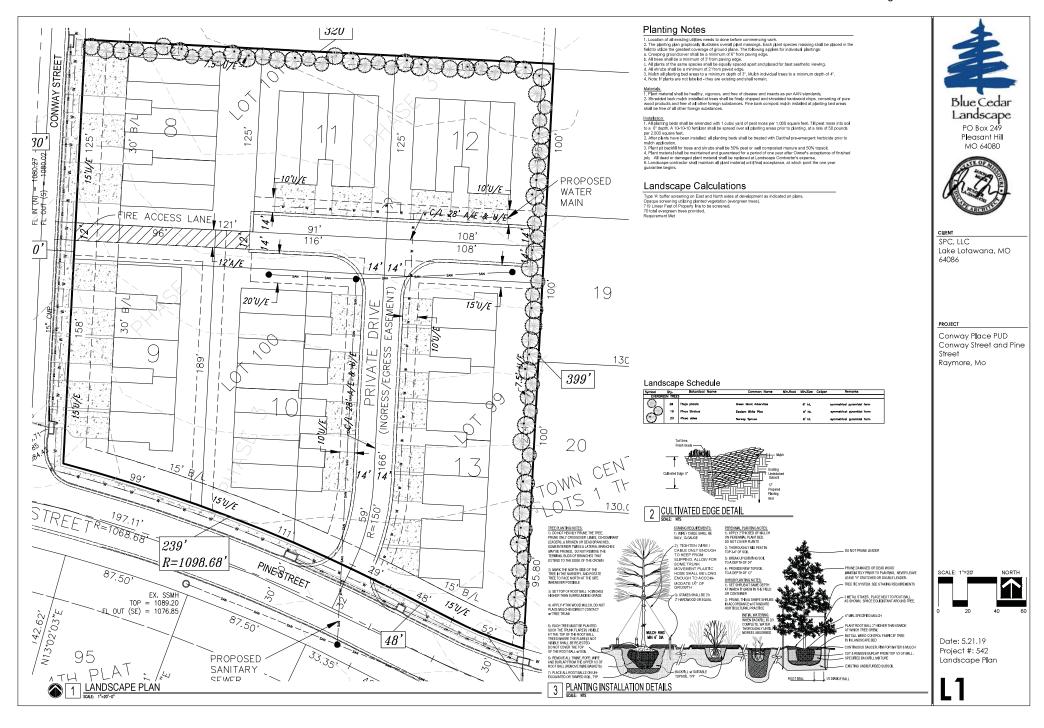
Vote on Motion:

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

Motion passed 7-1-0.

Commissioner Urquilla commented he voted against the motion as he has concerns with the impact the development will have on traffic flow and movement on 58 Highway.







CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

DATE: Feb. 24, 2020				
SUBMITTED BY: Jim C	adoret	DEPAR	RTMENT: Develo	opment Services
☑ Ordinance [Resolution		Presentation	☐ Public Hearing
☐ Agreement ☐	Discussion		Other	
	TITLE / ISS	SUE / RE	EQUEST	
Bill 3530: Sunset Plaza F	-inal Plat			
	STRATEGIC PL	AN GOA	L/STRATEGY	
3.2.4: Provide quality, di	verse housing op	otions tha	at meet the need	Is of our community.
	FINANC	IAL IMP	ACT	
Award To:				
Amount of Request/Con	ıtract:			
Amount Budgeted:				
Funding Source/Accoun	ıt#:			
	PROJEC	CT TIMEI	INE	
Estimated Star	t Date		Estimated	End Date
	OTAFE DE		JDATION	
	STAFF RECOMMENDATION			
	A	Approval		
	OTHER BOARDS & COMMISSIONS ASSIGNED			
Name of Board or Commission: Planning and Zoning Commission				
Date:	2/18/2	2020		
Action/Vote:	Appro	oval 8-0		
LIST OF	REFERENCE	DOCUM	ENTS ATTACHE	D
Staff Report				
Development Agreeme	nt			
Final Plat				
	REVIE	WED BY	:	

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Sean Siebert is requesting final plat approval for Sunset Plaza, a 67-unit townhome development proposed on 13 lots located on 5+ acres north of Pine Street, east of Sunset Lane.			

BILL 3530 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR SUNSET PLAZA, A SUBDIVISION LOCATED IN TOWN CENTER 4TH PLAT, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the Planning and Zoning Commission met and reviewed the Sunset Plaza Final Plat and submits a recommendation of approval on the application to the City Council; and

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

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

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

<u>Section 2</u>. That the subdivision known as Sunset Plaza is approved for the tract of land described below:

ALL OF LOTS 99, 100, 101, 108, 109, AND 110 OF TOWN CENTER 4TH PLAT, RAYMORE, CASS COUNTY, MISSOURI, TOGETHER WITH THAT PART OF LOT 106 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERN MOST CORNER OF LOT 106, SAID TOWN CENTER 4TH PLAT, THENCE NORTHERLY N02°57'16"E; ON THE EAST LINE OF SAID LOT 106, BEING A COMMON LOT LINE WITH SAID LOT 109, 132.93 FEET MEASURED, 137.93 FEET PLAT TO THE NORTHWEST CORNER OF SAID LOT 109; THENCE SOUTHWESTERLY S47°43'31"W; 81.52 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SUNSET LANE, AS DEDICATED IN SAID TOWN CENTER 4TH PLAT; THENCE S42°16'29"E ON SAID RIGHT OF WAY LINE; 17.82 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT ON SAID RIGHT OF WAY LINE (SAID CURVE HAVING A RADIUS OF 230.00 FEET; A CHORD BEARING S32°38'50"E, A CHORD DISTANCE OF 76.88 FEET) AN ARC LENGTH OF 77.23 FEET TO THE POINT OF BEGINNING. CONTAINS 5.044 ACRES MORE OR LESS.

<u>Section 3.</u> That the Development Agreement between the City of Raymore, Missouri and SPC, LLC., is hereby approved and the City Manager is authorized and directed to execute the agreement on behalf of the City of Raymore, Missouri.

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

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

DULY READ THE FIRST TIME THIS 24TH DAY OF FEBRUARY, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF MARCH, 2020, 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

Bill 3530 2



To: City Council

From: Planning and Zoning Commission

Date: February 24, 2020

Re: Case #19008: Sunset Plaza Final Plat

GENERAL INFORMATION

Applicant/ SPC, LLC

Property Owner: 33i

Lake Lotawana, MO 64086

Property Location: Generally located on Coway Street, between Sunset Lane

and N. Park Drive



Site Photographs:



View looking north along Sunset Lane from the intersection of Sunset and W. Pine.



View looking north from W. Pine Street along the eastern property line. Existing two-family dwellings to the east.



View looking south along Conway Street toward the existing two-family dwellings along W. Pine Street.



View looking north along Conway Street at the South Metro Fire Station near the project's north property line.



View looking west along Conway towards Sunset Lane.



View looking west toward Sunset Land from the intersection of W. Pine St. and Conway St.

Existing Zoning: "C-1" Neighborhood Commercial District "C-2" General Commercial District



Proposed Zoning: "PUD" Planned Unit Development

Existing Surrounding Zoning: North: C-2 General Commercial

South: R-2 Single and Two Family Residential East: R-2 Single and Two Family Residential

West: C-2 General Commercial

Existing Surrounding Uses: North: Medical Office; South Metro Fire District

South: Two Family Residential (Duplex)

East: City Hall, Public Use

West: Two Family Residential (Duplex)

Total Tract Size: 5.05 Acres
Total Number of Lots: 13
Total Number of Units: 67

Density – units per Acre: 13.5

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for Commercial development.

Major Street Plan: The Major Thoroughfare Plan Map contained in the Growth Management Plan classifies N. Sunset Lane and W. Pine Street as Minor Collector Roadways. Conway Street is classified as a local road.

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

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

PROPOSAL

<u>Outline of Requested Action:</u> The applicant seeks to obtain Final Plat approval for a multi-unit residential planned unit development

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

- 1. Lots 99, 100 and 110 along W. Pine Street were rezoned from "C-2" Neighborhood Shopping Center District and "R-2" Two Family Residential District to the current "C-1" Neighborhood Commercial District on August 28, 2000.
- 2. Lots 101, 108 and 109 were rezoned from "R-2" Two Family Residential District to the current "C-2" Neighborhood Commercial District on August 28, 2000.
- 3. The Town Center 4th Plat, which created the subject properties, was approved by the City on May 14th 2001.
- 4. A Building Permit for the commercial building located directly north of the subject properties (613 W. Conway) was issued on May 22, 2014.

ENGINEERING DIVISION COMMENTS

The Engineering Division of the Public Works Department has reviewed the application and indicated that it does comply with the design standards of the City of Raymore and recommends approval of the application. Please see the attached memorandum for specific comments.

STAFF COMMENTS

- 1. The Sunset Plaza Final Plat is being considered coincident with the request to reclassify the zoning of the subject property from "C-1" Neighborhood Commercial and "C-2" General Commercial to "PUD" Planned Unit Development. Approval of the final plat is contingent upon approval of the rezoning application.
- 2. Under the proposed PUD zoning designation the following development standards will be applicable to the property:

	PUD (Proposed)
Minimum Lot Area	
per lot	10,000 sq.ft.
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	90
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	19
side	8
side, abutting residential district	15
Maximum Building Height (feet)	50
Maximum Building Coverage (%)	40

- 3. A development agreement has been prepared that outlines the expectations from the applicant, property owner and City regarding the project.
- 4. The applicant is requesting final plat approval of the entire development, but will construct the development in three concurrent phases in order to accommodate the construction of the necessary utility extensions, and the proposed private drive.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

The Final Plat is substantially the same as the Preliminary Development Plan. Roadway alignments and lot configurations generally remain the same.

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

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

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

The proposed plat complies with the conditions of the Preliminary Plan submitted with the request to reclassify the zoning of the property to PUD.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	Planning Commission	City Council 1st	City Council 2nd
Review	February 18, 2020	February 24, 2020	March 9, 2020

STAFF RECOMMENDATION

City Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #19008: Sunset Plaza Final Plat to the City Council with a recommendation of approval, subject to the following condition:

1. Approval of the Final Plat is contingent upon City Council approval of Case #19007: Sunset Plaza Rezoning and Preliminary Development Plan.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its February 18, 2020 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #19008: Sunset Plaza Final Plat to the City Council with a recommendation of approval, subject to the following condition:

1. Approval of the Final Plat is contingent upon City Council approval of Case #19007: Sunset Plaza Rezoning and Preliminary Development Plan.



Development Agreement For

Sunset Plaza Lots 1 through 13

Legal Description Contained on Page 2

SPC, LLC 33i Lake Lotawana, MO 64086

and

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

March 9, 2020

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS 9th day of March, 2020, by and between, **SPC**, **LLC** hereinafter referred to as "Sub-divider" and the **City of Raymore**, **Missouri**, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, sub-divider seeks to obtain approval from the City for a subdivision to be known as **Sunset Plaza Final Plat Lots 1 through 13**, which is located in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Sunset Plaza Final Plat Lots 1 through 13**

ALL OF LOTS 99, 100, 101, 108, 109, AND 110 OF TOWN CENTER 4TH PLAT, RAYMORE, CASS COUNTY, MISSOURI, TOGETHER WITH THAT PART OF LOT 106 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERNMOST CORNER OF LOT 106, SAID TOWN CENTER 4TH PLAT, THENCE NORTHERLY N02°57'16"E; ON THE EAST LINE OF SAID LOT 106, BEING A COMMON LOT LINE WITH SAID LOT 109, 132.93 FEET MEASURED, 137.93 FEET PLAT TO THE NORTHWEST CORNER OF SAID LOT 109; THENCE SOUTHWESTERLY S47°43'31"W; 81.52 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SUNSET LANE, AS DEDICATED IN SAID TOWN CENTER 4TH PLAT; THENCE S42°16'29"E ON SAID RIGHT OF WAY LINE; 17.82 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT ON SAID RIGHT OF WAY LINE (SAID CURVE HAVING A RADIUS OF 230.00 FEET; A CHORD BEARING S32°38'50"E, A CHORD DISTANCE OF 76.88 FEET) AN ARC LENGTH OF 77.23 FEET TO THE POINT OF BEGINNING. CONTAINS 5.044 ACRES MORE OR LESS.

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.

- 2. The Improvements are to be designed and installed at the Sub-Divider's expense by the Sub-Divider are hereinafter referred to as "Improvements".
- 3. It shall be the obligation of the Sub-Divider to furnish the City plans and specifications for said construction. Before any construction is commenced, the City Engineer shall approve plans and specifications, and copies of all required permits provided to the City Engineer. Once the City Engineer has approved the plans, any changes to the plans must be submitted to the City Engineer for approval.
- 4. The Sub-Divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Engineer for approval for development of the project. Before any construction is commenced within that phase, the City Engineer must approve plans and copies of all required permits that shall be provided to the City Engineer. It shall be the Sub-Divider's responsibility to assure compliance with grading plans.
- 5. The Sub-Divider shall provide and pay for all engineering and surveying necessary to design and construct the improvements. The Sub-Divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property

INSTALLATION AND MAINTENANCE

- 1. Prior to the issuance of building permits, the sub-divider shall install all public improvements as shown on approved engineering plans of said subdivision and the City Council shall accept by Resolution all public improvements.
- 2. The sub-divider shall be responsible for the installation and maintenance for a period of two years after acceptance by the City, in accordance with the City specifications and policies, of all public improvements as shown on the approved engineering plans of the subdivision. Said plans shall be on file with the City and shall reflect the development of said subdivision. Said plans shall include but are not exclusive to sanitary sewer system, storm drainage system and channel improvements, erosion control, MBF elevations and water distribution systems.
- 3. The sub-divider shall be responsible for the installation of all improvements in accordance with the approved engineering plans. Sub-divider hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction of the improvements located on sub-divider's property or from the City's inspection or lack of inspection of

the plans, specifications and construction relating to the improvements to be placed on the sub-divider's property. Sub-divider hereby agrees to pay to the City all damages; costs and reasonable attorney's fees incurred by the City and its employees, officers and agents in defending said claims.

- 4. The sub-divider agrees to provide the City of Raymore "as-built" plans for all public improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the improvements, for the purpose of acceptance by the City.
- 5. Prior to acceptance of public improvements, a waiver of mechanic's lien shall be submitted to the City. The sub-divider will indemnify and save the City of Raymore harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

FEES, BONDS & INSURANCE

- 1. The sub-divider agrees to pay to the City, a 1% Plan Review Fee and 5% Construction Inspection Fee based on the contract development costs of all public improvements as shown on approved engineering plans of said subdivision. The City Engineer shall review and determine that the costs, as presented, are reasonable. An estimate of these fees is provided in Attachment A.
- 2. The sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Subdivision Regulations of the City of Raymore.
- 3. The sub-divider agrees to furnish performance bonds as required in the Subdivision Regulations of the City of Raymore.
- 4. Prior to acceptance of improvements within said subdivision, sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Engineer. This guarantee shall be based on 50% of the cost of all public improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.
- 5. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.
- 6. The sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (445.030). The technical specifications and design criteria are set forth in Public Works

Department Policies 120 through 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to acceptance of the public improvements by the City Council.

7. The sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agree to have installed, at their cost, all required street name signage determined to be necessary by City Staff (445.030). The technical specifications and design criteria are set forth in Public Works Department Policies 120 through 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to acceptance of the public improvements by the City Council.

ADDITIONAL REQUIREMENTS

1. Development Standards

a. The development standards for the **Sunset Plaza Final Plat**Lots 1 thru 13 shall be:

PUD	
Minimum Lot Area	
per lot	10,000 sq.ft.
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	90
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	19
side (interior)	8
side (exterior)	15
Maximum Building Height (feet)	50
Maximum Building Coverage (%)	40

b. Lots 10 thru 13 do not have frontage along a public road as required by Section 405.030 of the Unified Development Code. The establishment of a PUD allows for flexibility in the design of buildings, yards, courts and circulation. The private drive (Anne Ct.) shall be constructed to provide access to Lots 10 thru 13.

2. Architectural Design Elements

a. Building Types and Elevations - The sub-divider shall provide, at a minimum, (3) distinct building elevations that incorporate architectural elements that distinguish each building type from one another. The PUD includes the following building types:

Building Type	Number of Units	Percentage of Overall Development
Sunset	12	18%
Pine	13	19%
Conway	42	63%

3. Maximum Allowable Density

a. The maximum density for the development shall not exceed 13.5 dwelling units per acre.

4. Sidewalks

- a. Sidewalks five foot (5') in width shall be installed on Lots 1 through 3 along S. Sunset Lane.
- b. Sidewalks four foot (4') in width shall be installed on Lots 4 through 9 along Conway Street.
- c. Sidewalks four foot (4') in width shall be installed on Lots 3, 4, 9, 10 and 13 along Pine Street.
- d. ADA curb ramps on Lots 3, 4, 8, 9, 10 and 13 shall be installed prior to the issuance of a Certificate of Occupancy for a building on the applicable lot.

5. Installation and Maintenance of Private Infrastructure

- a. The private drive (Anne Ct.) shall be installed in accordance with the plans approved by the South Metropolitan Fire Protection District prior to the issuance of any building permits for Lots 10 thru 13.
- b. The Fire Access Lane connecting Anne Court to Conway Street shall be installed and maintained in accordance with the plans approved by the South Metropolitan Fire Protection District prior to the issuance of any building permits for Lots 10 thru 13.
- c. The Sub-divider shall be responsible for the installation and maintenance of all private infrastructure and amenities within the development, including, but not limited to private roadways, sanitary sewer lines, water lines, common areas, and/or off-street parking areas.
- d. A Homeowner's or Property Owners association shall be established for the maintenance of all private infrastructure and amenities within the development.

6. Parking and Traffic Control

- a. Sub-divider shall provide appropriate measures and enforcement to prohibit the parking of vehicles along the south side and west side of the private drive to maintain full access for emergency vehicles through the fire access lane.
- b. Sub-divider shall provide appropriate measures and enforcement to prohibit the parking in front of the residential units on Sunset Lane, Conway Place, and the private drives on the day trash is collected by the City.

7. Streetlights

- a. Two streetlights are required to be installed. One at the intersection of Pine Street and Conway Street and one near the shared property line between Lot 6 and Lot 7. Street lights shall be installed at the same time as all other public improvements and accepted by the City prior to the issuance of any Certificates of Occupancy for buildings located upon Lots 4 thru 9.
- **8. Screening and Landscaping -** A Type-A screen shall be installed in accordance with the approved Landscaping plan.
 - a. The Type-A screen and landscape buffer, as illustrated on the landscape plan dated 5/21/2019, shall be installed along the north property line prior to the issuance of a Certificate of Occupancy for Lots 8, 11, and/or 12.
 - b. The Type-A screen and landscape buffer, as illustrated on the landscape plan dated 5/21/2019, shall be installed along the eastern property line prior to the issuance of a Certificate of Occupancy for Lots 12 and/or 13.

9. Stormwater Management

- a. The property owner shall provide a Stormwater Maintenance Agreement to the City of Raymore. Such agreement shall be signed by the property owner and recorded with the Cass County Recorder of Deeds prior to the acceptance of any public improvements.
- b. The property owner shall install all stormwater infrastructure in accordance with the approved plans at the same time as all other public improvements. All public improvements shall be installed and accepted by the City of Raymore prior to the issuance of any building permits.
- **10. Additional Review Required -** A separate building permit shall be required by the South Metropolitan Fire Protection District for each building within the subdivision.

GENERAL PROVISIONS

- 1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the sub-divider must comply and does not in any way constitute prior approval of any future proposals for development.
- 2. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.
- 3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
- 4. If, at any time, any part hereof has been breached by sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.
- 5. This agreement shall be recorded by the Subdivider and its covenants shall run with the land and shall bind the parties, their assign and successors in interest and title.
- 6. Any provision of this agreement which is not enforceable according to law will be severed here, from and the remaining provisions shall be enforced to the fullest extent permitted by law.
- 7. The undersigned represents that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
- 8. The Sub-Divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-Divider's interest in the Subdivision is as a fee owner.
- 9. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at: If to the Sub-Divider, at:

City Manager SPC, LLC

100 Municipal Circle 33i

Raymore, MO 64083 Lake Lotawana, MO 64086

10. The Sub-Divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Sunset Plaza Final Plat Lots 1 through 13** unless said plat is recorded in the Cass County Recorder of Deeds office; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Sunset Plaza Final Plat Lots 1 through 13**.

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

(SEAL)	THE CITY OF RAYMORE, MISSOURI
	Jim Feuerborn, City Manager
Attest:	
Jean Woerner, City Clerk	
	Subdivider – Signature
	Printed Name
	Subdivider – Signature
	Printed Name
Subscribed and sworn to me on this the day of,	Stamp:
State of Notary Public:	My Commission Expires:

Attachment A

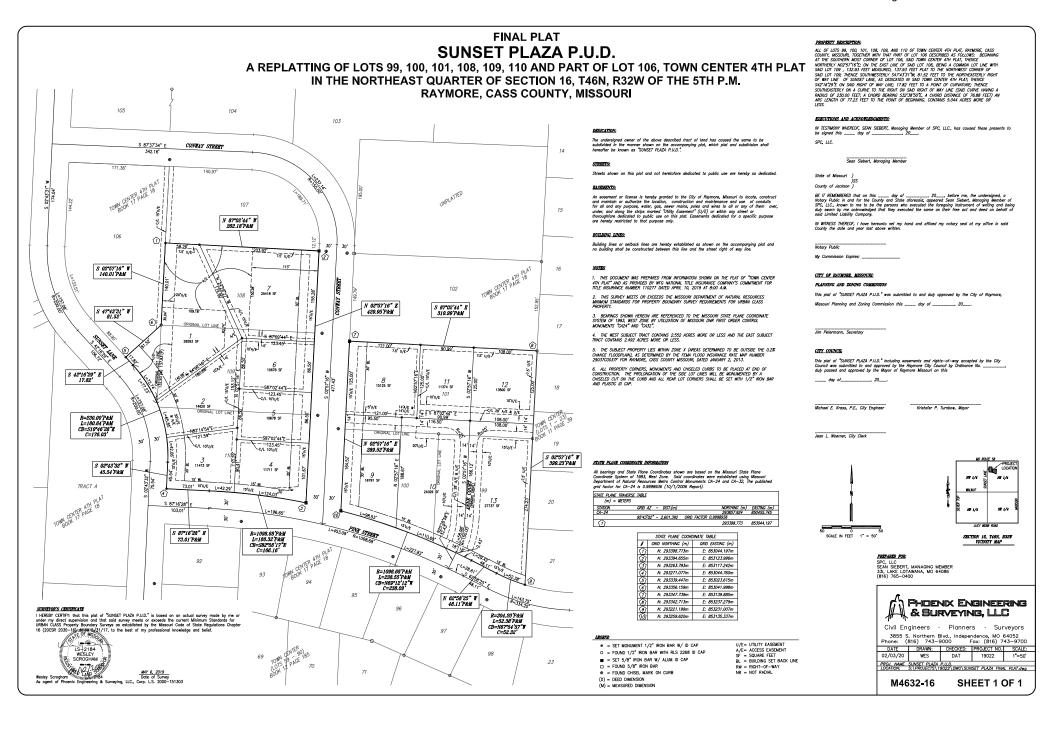
FEE CALCULATION FOR SUNSET PLAZA FINAL PLAT LOTS 1 THRU 13

Total Cost for 'New' Public Improvements:

\$.00

All fees and deposits shall be paid prior to recording the final plat. The land disturbance permit fee and erosion control financial security deposit shall be paid prior to commencement of any land disturbance activity (site grading), or if no land disturbance activity started prior to recording of final plat, paid at time of recording final plat.

1	Land Disturbance Permit Fee. [455.010B]	
	01-00-4170-0000	\$500.00
	If fee paid prior to recording of plat, receipt #	
	*must be paid prior to issuance of a land disturbance permit	
2	Erosion Control Financial Security Deposit: Developer shall provide financial security for erosion	
	control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash	\$0.00
	deposit to the City. [455.010F]	
	60-00-2811-0000	
	If deposit paid prior to recording of plat, receipt#	
	*must be paid prior to issuance of a land disturbance permit	
	Additional erosion control financial security (The remaining deposit above the first \$5,000 due can	\$0.00
	be paid in cash) [455.010F]: (8 ac. total disturbed)	
	If deposit paid prior to recording of plat, receipt#	
	If letter of credit submitted:	
	financial institution:	
	renewal date of letter of credit:	
	*must be paid prior to issuance of a land disturbance permit	
3	Infrastructure Construction Plan Review Fee: An amount equal to one percent (1%) of the	\$0.00
	estimated public improvement costs performed by the developer. [445.020H1]	
	01-00-4165-0000	
	*must be paid prior to issuance of a construction permit	
4	Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated	\$0.00
	public improvement costs performed by the developer. [445.020H2]	
	01-00-4165-0000	
	*must be paid prior to issuance of a construction permit	





CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

DATE: Feb. 24, 2020			
SUBMITTED BY: Mike Ekey DEPARTMENT: Administration			
_			
	ing		
□ Agreement □ Discussion □ Other			
TITLE / ISSUE / REQUEST			
Bill 3525: Award of Contract - Mowing and Landscaping Services			
STRATEGIC PLAN GOAL/STRATEGY			
1.2: Enhance first impressions of the community			
FINANCIAL IMPACT			
Award To: Forever Green Professional Lawn Care			
Amount of Request/Contract: \$20,237.50			
Amount Budgeted:			
Funding Source/Account#: 01-07-6430-1010			
PROJECT TIMELINE			
Estimated Start Date Estimated End Date			
April 1, 2020 Oct. 1, 2020			
STAFF RECOMMENDATION			
Approval			
OTHER BOARDS & COMMISSIONS ASSIGNED			
Name of Board or Commission:			
Date:			
Action/Vote:			
LIST OF REFERENCE DOCUMENTS ATTACHED			
Contract			
Map of Locations			
REVIEWED BY:			

Jim Feuerborn

BACKGROUND / JUSTIFICATION

As part of the City's Strategic plan to improve first impressions and enhance City properties, the staff proposes awarding a contract for mowing and median landscaping services to Forever Green Professional Lawn Care, LLC. This contract will cover mowing of City properties at Municipal Circle, Animal Shelter and Public Works Facility. The contractor will also provide landscaping and maintenance services to more than a dozen street medians and islands. Staff advertised this bid and three companies submitted materials for consideration. Of those three proposals, Forever Green Professional Lawn Care completed a valid proposal that staff determined was the lowest and best bid.

BILL 3525 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FOREVER GREEN PROFESSIONAL LAWN CARE FOR MOWING AND LANDSCAPING SERVICES."

WHEREAS, the City Council's strategic plan seeks ways to enhance the first impression of the City and its facilities; and

WHEREAS, the City advertised a bid for mowing and landscaping services for various city facilities and roadway flowerbeds/medians; and

WHEREAS, staff found Forever Green Professional Lawn Care to be the lowest and best bid proposal.

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

- <u>Section 1</u>. The Agreement is approved and the City Manager is directed to enter into the Agreement with Forever Green Lawn Care, attached as **Exhibit A**.
- <u>Section 2.</u> The City Manager and the City Clerk are directed to execute the Agreement on behalf of the City of Raymore.
- <u>Section 3. Effective Date</u>. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.
- <u>Section 4. Severability</u>. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 24th DAY OF FEBRUARY 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9th DAY OF MARCH, 2020, 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

Bill 3525 2



CITY OF RAYMORE CONTRACT FOR SERVICES

LAWN AND LANDSCAPE SERVICES

This Contract for mowing and landscaping services, hereafter referred to as the **Contract** is made this 9th day of March, 2020, between **Forever Green Professional Lawn Care, LLC**, an entity organized and existing under the laws of the State of Missouri, with its principal office located at **1228 Wiltshire Blvd**, **Raymore, MO 64083**, 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 <u>March 9, 2020</u> 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 20-003 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

Services would start approximately April 1, 2020 and end about Oct. 31, 2020 with weekly mowing required. Contractor agrees to perform services as prescribed in the RFP document. This contract is for services provided in a one year period beginning approximately March 15, 2020 and ending March 14, 2021. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

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: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. 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.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor or vendor with the necessary

and applicable qualifications to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor hired to do such repairs within 10 days of completion of the repairs.

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 26) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to

deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor 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 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.

By:	
,	Jim Feuerborn, City Manager
Attest:	
	Jean Woerner, City Clerk
(SEAL)	
FOREVER G	REEN PROFESSIONAL LAWN CARE, LLC.
Ву:	
Title:	
Attest:	

THE CITY OF RAYMORE, MISSOURI

APPENDIX A SCOPE OF SERVICES AND SPECIAL PROVISIONS

LAWN AND LANDSCAPE SERVICES

Scope of Service

The City of Raymore is seeking a lawn and landscape contractor to mow and manicure the City's non-park facilities.

Starting about April 1 and ending about Oct. 31, we are seeking a proposal for weekly mowing of property at:

- 100 Municipal Circle (City Hall)
- 227 Municipal Circle (Centerview)
- 217 & 219 Municipal Circle (Empty Lots, 2.2 acres)
- 1021 S. Madison St. (Public Works Operations/Animal Shelter, parking lot area only)
- Remington Neighborhood Island (North side of 58 Highway and Johnston)

This weekly service **will** include:

- professional mowing of grass to roughly 3 inches
- trimming/edging of grass along all sidewalks and other concrete/hard edges
- blowing or removal of all grass clippings from parking areas, sidewalks and walkways

The contractor is allowed to begin work as early as 7 a.m. on weekdays. The contractor will provide all equipment and materials for the work. Preference will be given to those contractors who could specify a day or establish a regular schedule for all work to be done.

When completed the mowed area should be free of grass clumps or mounds and free of any tire ruts that may be caused by equipment. Alternating patterns should be used each week to ensure that ruts do not form.

It is illegal to blow or dump grass clippings into a stormwater inlet.

The contractor will also need to pick up any litter before mowing. Dumpsters are located at each facility to dump any trash or debris that is found during the course of work.

Bids will need to include the cost for mowing each property and facility separately.

This contract will be for one year, with provisions to automatically renew for an additional two years.

Optional Bid

Landscaping services for street medians

The City will also consider an optional bid from contractors for the maintenance and semi-annual cleaning, weeding, bush trimming and three-inch mulching of roughly seven street medians:

- 58 Highway and Huntsman
- 58 Highway and Skyline
- Lucy Webb and Center
- Dean and Lucy Webb (roundabout)
- N. Sunset Lane (between Town Center and N. Walker Drive)
- N. Walker Drive (between Sunset and Town Center)
- E. Maple Street and S. Monroe Street

ADDITIONAL BIDDING INFORMATION

1. Project is tax exempt.

CITY OF RAYMORE, MISSOURI RFP # 20-003

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 Assistant City Manager or their authorized representative(s) in consultation with the City Manager. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Assistant City Manager 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 March, 2020. Contractor agrees to perform services as prescribed in the RFP document. This contract is for services provided in a one year period beginning approximately <u>March 15, 2020</u> and ending <u>March 14, 2021</u>. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

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 <u>City of Raymore shall be named as an additional insured under such insurance contracts</u> (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 <u>required within ten calendar days</u> from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

Insurance requirements are minimums required for a City Occupational License. General Liability \$300,000 and workers compensation if required by State statute.

D. Hold Harmless Clause

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person

or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. Exemption from Taxes

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

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

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

G. Invoicing and Payment

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

Invoices shall be based on the following schedule:

At completion of work – the contractor shall invoice for amounts due on a monthly basis. 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.

H. Cancellation

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

I. Contractual Disputes

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

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

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

J. Severability

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

K. Applicable Laws

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

L. Drug/Crime Free Workplace

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

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

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the

City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Assistant City Manager 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 warrantees 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 (<u>Public Projects under \$75,000 are excluded</u>)
The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 26). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. Permits/Certificates

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

R. Bid Bond

A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in the amount of \$500.00 must accompany each proposal. Prior approval 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 sixty (60) days after the date of opening of bids.

S. Rejection of Bids

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

T. Release of Information

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

U. Affidavit of Work Authorization and Documentation

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

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

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

PROPOSAL FORM A

RFP 20-003

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Terry B KENNEY JR having authority to act on behalf of (Company name) FORTH GREEN PROFESSIONAL LAW CARE, LLC do hereby acknowledge that (Company name) FORTH GREEN PROFESSIONAL LAW CARE, LLC will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.
FORWER GROWN PROFESSIONAL LOWN CARE, LLC
ADDRESS: 1228 WILTSHIRE BLVD Street
ADDRESS: Aymore Mo 64083 City State Zip
PHONE: \$16 510 7053
-MAIL: TERRY @ FOREVERBREEN KC. CUM
DATE: 2/11/20 (Month-Day-Year)
OATE: (Month-Day-Year) Signature of Officer/Title
ndicate Minority Ownership Status of Bidder (for statistical purposes only): Check One:
MBE (Minority Owned Enterprise) WBE (Women Owned Enterprise) Small Business

PROPOSAL FORM B

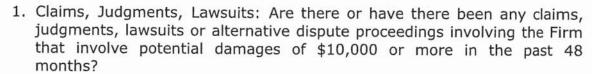
RFP 20-003

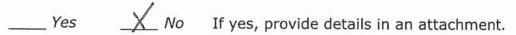
CONTRACTOR DISCLOSURES

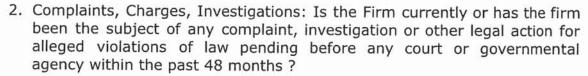
The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project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

1.	Has the Firm been debarred, suspended or other business with any federal, state or local gover enterprise?	wise prohibit nment agend Yes	cy, or private
2.	Has the Firm been denied prequalification, decorberwise declared ineligible to submit bids or prederal, state or local government agency, or private	proposals for	work by any
3.	Has the Firm defaulted, been terminated for cau complete any project that it was awarded?	use, or other Yes	wise failed to No X
4.	Has the Firm been assessed or required to p connection with work performed on any project?	ay liquidated Yes	I damages in No X
5.	Has the Firm had any business or professional licer or certification suspended or revoked?	nse, registrati Yes	
6.	Have any liens been filed against the Firm as a subcontractors, suppliers, or workers?	result of its Yes	failure to pay No X
7.	Has the Firm been denied bonding or insurdiscontinued by a surety or insurance company?	rance covera Yes	ge, or been No
8.	Has the Firm been found in violation of any laws, contracting or antitrust laws, tax or licensing la laws, environmental, health or safety laws?	ws, labor or	not limited to employment No
	*With respect to workplace safety laws, this state federal or state safety law violations.	tement is lim	ited to willful
9.	Has the Firm or its owners, officers, directors or n of any criminal indictment or criminal investigation the Firm's business?	nanagers bee n concerning Yes	n the subject any aspect of No
10. 20-003	Has the Firm been the subject to any bankruptcy p	roceeding? Yes	No X

Legal Matters







Required Representations

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

- 1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
- 2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
- 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.
- 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.
- 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.

INSTRUCTIONS FOR RESPONDING TO RFP 20-0003

Please Remit

- One (1) original signed unbound proposal
- * Two (2) copies of original signed proposal (no wire bindings)

/	PROPOSAL CHECKLIST TO INCLUDE WITH PACKET	
V	Form A - Commitment to sign Agreements	
V	Form B - Contractor Disclosures	
V	Form C - Experience/References	
/	Form D - Work Agreement	
/	Form E - Proposal Pricing (Including unit prices, where required)	
	Addenda, if applicable	
/	E-Verify - Attach to original	
V	Bid Bond (if required) - Attach to original	
V	Certificate Copies (if required) - Attach to original - See Appendix B Section Q	

Total of three (3) proposals submitted

MUST BE RECEIVED BY: February 12, 2020 10:00 a.m.

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL 20-003" WITH YOUR COMPANY NAME PRINTED ON IT AND SUBMIT IT TO:

Kim Quade, CPPB
Purchasing Specialist
City of Raymore
100 Municipal Circle
Raymore, Missouri 64083

Any questions regarding this Request for Proposal shall be submitted to the Purchasing Specialist, Kim Quade, CPPB by email at Kquade@raymore.com or by phone at (816) 892-3045.

The Owner reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. To negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates and to approve the bond.

NO BID:

If not submitting a Proposal, respond by returning the attached "No Bid Response Form". Failure to submit either a Proposal or a **No Bid Response** may be cause for removal of the Respondent from the City of Raymore mailing list.

City of Raymore Kim Quade, CPPB 100 Municipal Circle Raymore, MO 64083 (816) 892-3045 Fax: 816-892-3093

E-Mail: Kquade@raymore.com

"NO BID RESPONSE FORM"

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE

If you do not wish to respond to this proposal request, but would like to remain on the City of Raymore vendor list, please fill out this form and return to the Purchasing Specialist by e-mail or fax.

Company Name Address:	e:			 ****
Telephone: Contact: Date:				
Reasons for not	submitting	g a proposa	I response:	

Request for Proposal: 20-003

PROPOSAL FORM C

RFP 20-003

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	BIG CREEK OUTDOORS
ADDRESS	PO BOX 2401 LS MD 64063
CONTACT PERSON	JOE TAMBURELLO
CONTACT EMAIL	JOE @ KCMOV. COM
TELEPHONE NUMBER	816 525 8873
PROJECT, AMOUNT AND DATE COMPLETED	MISC CAUN CORE AND SNOW REMOVAL 2015-2020 \$58,623

COMPANY NAME	GRACE BAPTIST CHURCH
ADDRESS	850 SW Huy 150 LS MD 64087
CONTACT PERSON	BRAD NELSON
CONTACT EMAIL	BRADNGBC@gmail.com
TELEPHONE NUMBER	816 560 -7908
PROJECT, AMOUNT AND DATE COMPLETED	MISC. LAWI GRE 2014-2020 MOST DONE FOR FORE 4: 4,100 BING

COMPANY NAME	EPOM STRVICES
ADDRESS	15320 KELLY RD GANDVIEW MD 64630
CONTACT PERSON	TODD JEFFRIES
CONTACT EMAIL	JEFFROSY@ gmail. Com
TELEPHONE NUMBER	816-898-9590
PROJECT, AMOUNT AND DATE COMPLETED	VARIOUS PROJECTS FROM MOWING TO HARDS CAPES 2017-2020

COMPANY NAME	HORITALE BIOLOGICS
ADDRESS	255 NW VICTORIA DR LS MO 64081
CONTACT PERSON	CIANAH FAUST
CONTACT EMAIL	AP @ HERITAGE BIOLOGICS. COM
TELEPHONE NUMBER	816 875 5127
PROJECT, AMOUNT AND DATE COMPLETED	VARIOUS LAWN MAINT & SNOW REMOVA 2015-2020 \$19,415

COMPANY NAME	SIGNATURE BUILDERS
ADDRESS	2751 DOUGLAS ST LS MO 64064
CONTACT PERSON	BILLY BAWHARD
CONTACT EMAIL	BILLY @ Sb-KC.net
TELEPHONE NUMBER	816 885 2664
PROJECT, AMOUNT	BURNARD & DUAN LANDSCAPING
AND DATE COMPLETED	2017

State the number of Years in Business:	8_		
State the current number of personnel on	staff:	4	

PROPOSAL FORM D

RFP 20-003

Proposal of Forwar	CROW PROFESSIONAL LAW, organized and
	(Company Name)
existing under the laws of	the State of Missour , doing business
as S-coap	<u>(*)</u>

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. 20-003 – Lawn and Landscape Services.

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

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

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

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

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

BID PROPOSAL FORM E - Project No. 20-003

Lawn and Landscape Services

Base Bid Cost for Services: Breakout costs for individual areas below as shown. Mowing to occur weekly.

Item	Description	Costs	Costs	Costs
No.		2020	2021	2022
1	100 Municipal Circle - City Hall	175	184	194
2	227 Municipal Circle - Centerview	100	105	111
3	217 & 219 Municipal Circle - Empty Lots	125	/32	139
4	1021 S Madison St - Public Works/Animal Shelter	135	142	150
5	Remington Neighborhood Island	30	32	34

TOTAL COST FOR WEEKLY MOWING ALL AREAS:

2020	2021	2022
\$565 x 31 = \$17,515	#595 x 31 = #18.44	15 \$628 × 31 = \$19,468

31 = # OF WEEKS, ROUNDED UP 51/. INCREASEIN 2021 & 2022 TO PROTURT FROM RISING FUTE COSTS AND RISING MINIMUM WAGE Optional Proposal - Landscaping Services for Street Medians

- 58 Highway and Huntsman
- 58 Highway and Skyline
- Lucy Webb and Center
- Dean and Lucy Webb (roundabout)
- N. Sunset Lane (between Town Center and N. Walker Drive)
- N. Walker Drive (between Sunset and Town Center)
- E. Maple Street and S. Monroe Street

TOTAL COST FOR LANDSCAPING SERVICES ALL AREAS:

2020	2021	2022
\$2722.50	#2859	\$3002

FOR 2020 \$ 1800 FOR SPRING TRIM, CLORNUP, MULCH \$ 562.50 FOR FALL TRIM + CUIDN UP \$ 360 FOR 2 WHEDINGS (MAY & JULY)

20-003

Lawn and Landscape Services

Page 30 of 32

2021 + 2022 ball HAVE 5%. INCREASE FOR MINIMUM WAGE EFFECT

BID PROPOSAL FORM E - RFP 20-003 CONTINUED

Company Name FORVER GREEN PROFESSIONS	¥
ByAuthorized Person's Signature	ADDENDA Bidder acknowledges receipt of the following addendum:
TERRY B KIENNEY JR Print or type name and title of signer	Addendum No
Time of type hame and title of signer	Addendum No
Company Address 1228 WILTS HIRE BUD	Addendum No
RAYMORE, MO 64083	Addendum No
	Addendum No
Phone 816 510 7053	Addendum No
Fax	
Email TENRY Q FORENDE GREENK	c, con
Date 2-//- 20	

LATE BIDS CANNOT BE ACCEPTED!

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

BEFORE ME, the undersigned authority personally appeared, who, being duly sworn, states on his oath or affirmation as follows:
Name/Contractor: TERRY B KENNEDY JA
Company: FORWER GREEN PROFESSIONAL LAWN GAR, LLC
Address: 1228 WILTSHIRE DUD RAYMORE MO 64083

- I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 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 # 20-003.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

employees working in connection with th	e contracted services.
FORENDE GREEN PROFESSION AL CA	LARE, LIC
Signature	
Name: TENRY B KENNERY JA	
Title: OWNER	
STATE OF	COUNTY OF
Subscribed and sworn to before me this	day of, 2020
Notary Public:	
My Commission Expires:	Commission #
PLEASE NOTE: Acceptable enrollment and nor	ticination described

Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the

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

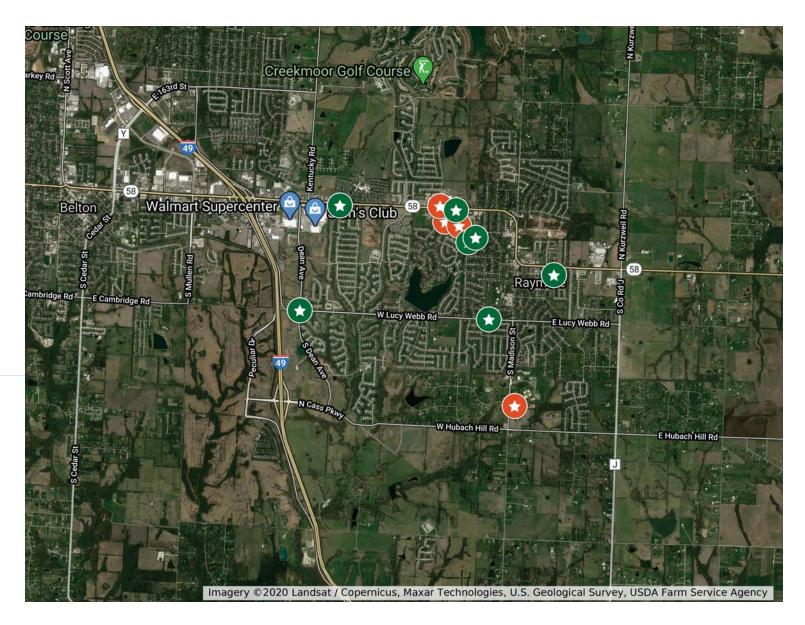
- A valid, completed copy of the first page identifying the Contractor; and
- A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.

4

Mowing & Landscaping

Untitled layer

- City Hall
- City Lots 1 & 2
- Centerview
- Remington Island
- Public Works
- Maple & Monroe
- 58 Highway and Huntsman
- Monument Sign
- Lucy Webb & Canter
- Dean & Lucy Webb
- North Sunset Lane
- North Walker Drive





CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

AGENDATIENTI	NI OKWATION POKWI	
DATE: Feb. 24, 2020		
SUBMITTED BY: Mike Ekey DEPARTMENT: Administration		
☐ Agreement ☐ Discussion	☐ Other	
TITLE / IS	SSUE / REQUEST	
Bill 3526: Budget Amendment - Building	js & Grounds	
STRATEGIC PL	LAN GOAL/STRATEGY	
1.2: Enhance first impressions of the cor	mmunity	
FINANC	CIAL IMPACT	
Award To:		
Amount of Request/Contract:		
Amount Budgeted:		
Funding Source/Account#:		
PROJE	CT TIMELINE	
Estimated Start Date Estimated End Date		
STAFF RE	COMMENDATION	
	Approval	
OTHER BOARDS & C	COMMISSIONS ASSIGNED	
Name of Board or Commission:		
Date:		
Action/Vote:		
LIST OF REFERENCE	DOCUMENTS ATTACHED	
REVIE	EWED BY:	
JC	CJZME	

	BACKGROUN	ID / JUSTIFICAT	ION
			Forever Green Professional ces to various City facilities
Budget Buildings & Grounds	FY 2020 Budget \$0	Amendment \$25,000	Change \$25,000

BILL 3526 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2020 OPERATING AND INTERNAL SERVICES BUDGETS."

WHEREAS, the Fiscal Year 2020 operating and internal services budgets have been adopted by the Raymore City Council; and

WHEREAS, Council wishes to contract for mowing and landscaping services through the Buildings and Grounds budget; and

WHEREAS, the City Council desires to amend the Fiscal Year 2020 budget accordingly.

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

<u>Section 1.</u> That the City of Raymore Fiscal Year 2020 Operating and Internal Services Budgets are amended as follows:

Budget	Budgeted FY2020	Amendment	Change
Buildings & Grounds	\$ 0	\$25,000	\$25,000
Grounds Maintenance			

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

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

DULY READ THE FIRST TIME THIS 24th DAY OF FEBRUARY, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9th DAY OF MARCH, 2020, 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

Bill 3526 2



CITY OF RAYMORE AGENDA ITEM INFORMATION FORM

TIGET (ETTTE)	
DATE: February 24, 2020	
SUBMITTED BY: Mike Krass	DEPARTMENT: Public Works
	n
□ Agreement □ Discussion	on Other
TITLE	/ ISSUE / REQUEST
Bill 3527 - SCADA Systems Upgrade	
STRATEGIC	PLAN GOAL/STRATEGY
2.2.3 Value and protect natural resou	rces and green spaces
FINA	NCIAL IMPACT
Award To: Micro	comm
Amount of Request/Contract: \$55,0	65
Amount Budgeted: \$70,0	00
Funding Source/Account#: Sewe	r Connection Fund (53)
PRO	JECT TIMELINE
Estimated Start Date	Estimated End Date
April 2020 June 2020	
STAFF	RECOMMENDATION
	Approval
OTHER BOARDS	& COMMISSIONS ASSIGNED
Name of Board or Commission:	
Date:	
Action/Vote:	
LIST OF REFERENCE	CE DOCUMENTS ATTACHED
Agreement	
	(IEIA/ED D)/
RE'	VIEWED BY:
Jin	n Feuerborn

BACKGROUND / JUSTIFICATION

Microcomm provides SCADA (supervisory control and data acquisition) software, hardware and maintenance for the City's water and sewer systems. This equipment provides data and control for pumps, valves and other equipment at the lift stations and Kentucky Booster Station.
Staff received a proposal in the amount of \$55,065 to make the necessary upgrades to the SCADA system by the current software/hardware provider.
l l

BILL 3527 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO APPROVE THE SCADA SYSTEMS UPGRADE BY MICROCOMM IN THE AMOUNT OF \$55,065"

WHEREAS, the SCADA Systems Upgrade project was included in the FY2020 budget; and

WHEREAS, the City has contracted with Microcomm for the City's SCADA System; and

WHEREAS, the City Council finds the improvements are necessary and finds it to be in the best interest of public health, safety, and welfare.

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

<u>Section 1</u>. The City Manager is directed to approve the proposal from Microcomm in the amount of \$55,065 for SCADA Systems Upgrade.

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

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

DULY READ THE FIRST TIME THIS 24TH DAY OF FEBRUARY, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF MARCH, 2020, 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

Bill 3527 2



February 3, 2020

Raymore, City of 100 Municipal Circle/1021 S. Madison Raymore, MO. 64083

Attn: Mike Krass

Re: SCADA System Upgrades, Revision 02/03/2020

Dear Mr. Krass

Micro-Comm appreciates the opportunity to have discussed our proposals regarding our recommended SCADA system upgrades, and I appreciate your time to discuss this proposal further today. At your request I have combined the major proposals into a single proposal and showing the PC unit update as a add option. Please be advised I removed the SCADAview CSX upgrade to your HMI from original PC update and made it part of the CTU upgrade. As indicated in our Terms and Conditions, please allow 30 to 45 days for submittal preparation, and 30 to 45 days for delivery after receipt of approved submittals. Micro-Comm will make every effort to have your project completed in a timely manner.

Based on our recent discussions, I eliminated the PLC Spare Parts to the Owen Good Odor Control Station. The upgrade will provide an updated PLC System for pumping operation and required monitoring at that station. I listed a list of spare parts based on the original project. These PLC cards are readily available from our supplier and Micro-Comm does try and maintain a limited number of Allen Bradley spare PLC components and cards. We will be providing the City of Raymore a Certificate of Insurance for your files.

If you should have questions or need additional information please call our office at your convenience. Micro-Comm appreciates your business and we look forward to working with you on this project.

Sincerely.

Tim D. Ochs

Corporate Secretary



Today's Date: February 3, 2020
To: Raymore, MO City of

Project: CTU Upgrade Revision 05/15/2019

Estimator: Tim D. Ochs - Sales & Technical Engineer/Corporate Secretary

NOTES & TERMS:

- 1. Does **NOT** include taxes, insurance or bonding. Proposal will be good for 90 days.
- 2. Equipment supplied does not include anchor bolts, fasteners, supports, antenna towers, or masts unless specifically listed in this quotation.
- 3. This control system provides PILOT DUTY signals to control panels and devices by others. Primary devices, i.e. motor starters, VFD's, transformers, circuit breakers, control valves, flow meters Antenna Tower(s) and power panels <u>ARE NOT</u> included unless specifically listed in this quotation.
- 4. This proposal <u>DOES NOT</u> include the installation of any additional control circuits or conduits by Micro-Comm, Inc. unless specifically listed in this proposal.

 Micro-Comm can provide one day of installation supervision to guide the contractor or owner on installation of this equipment. This additional installation assistance is available at \$1250/per day, plus expenses.
- 6. Submittal drawings will be provided within 30 45 days from receipt of an approved and signed Purchase Order or acceptance of this proposal.
- 7. Equipment will ship 30 45 days from receipt of approved drawing submittals.
- 8. Two week notice and full payment (less Retainage) are required for startup of equipment.
- 9. With the acceptance of this proposal for the updated CTU and RTU's with software, will result with a minimum a deduct of \$1,000.00 on the next Service Contract update.

Accepted By:	Purchase Order Number:
Date:	Purchase Order Amount: \$

Material and Labor Specification Information

(1) M655 Master/CTU Unit Upgrade

Micro-Comm M655 PLC/CTU upgrade, mounted in the existing NEMA 12 enclosure with "Single-Board M655" PLC/CTU, Motorola radio transceiver(s), power supply, and coaxial cable lightning arrestor. Existing coaxial cable, cable connectors, and Yagi antenna(s) will be re-used. Note: If these are determined to be defective, Micro-Comm reserves the right to charge accordingly.

CTU panel up-grade to include:

Oty Description

- 1 Sub Panel Assembly
- 1 Power Supply
- 1 4 hour battery back-up,
- 1 M655 Single-Board PLC/CTU assembly
- 1 Ethernet Switch
- 3 Motorola Radius Radio
- 3 Motorola Radius Power & Modem Interface Cable
- 3 Coaxial Lightning Arrestor, Patch Cord & Bracket
- 1 Engineering, Programming, & Testing of CTU
- 1 Factory start-up and adjustment services of above Micro-Comm equipment The existing Sub-Panel will be removed and replaced by Micro-Comm personal, Micro-Comm is to retain ownership of the removed subpanel and its components.
- 1 Freight to jobsite (FOB Factory)

(1) 1600 Water Tower RTU Upgrade: Foxwood Tower RTU

Micro-Comm M1600 remote unit upgrade mounted in the existing RTU enclosure with "Single-Board 1600" PLC/RTU module, I/O Sub-panel type construction, Motorola radio transceiver, and power supply. - Will re-use existing antenna and coax.

RTU panel to include:

Qty Description

- 1 Sub-Panel Assembly for mounting in the existing enclosure.
- 1 Power Supply
- 1 4 hour battery back-up,
- 1 M1600 Single-Board PLC/RTU assembly
- 1 Motorola Radius UHF Radio 451.23125MHz
- 1 Motorola Radius Power & Modem Interface Cable
- 1 Coaxial Lightning Arrestor, Patch Cord & Bracket
 - (4) Control Outputs as follows:
 - (7) Local Discrete Inputs as follows:
 - (4) Analog Inputs
- 1 Analog Input #1: Tank Level (4-20mA form existing level transducer)

Page 2 of 6

(1) Pulse (Flow) Inputs as Follows

- 1 Micro-Comm Keypad & Display Module w/ Cable
- 1 Engineering & Design, Programming, & Testing of RTU
- 1 Factory start-up/adjustment services of above Micro-Comm equipment (includes mounting of sub-panel and installation of new coax and antenna)
- I Freight to jobsite (FOB Factory)

(1) 1600 RTU Upgrade for Lucy Web Road Valve Vault

Micro-Comm M1600 remote unit upgrade mounted in the existing RTU enclosure with "Single-Board 1600" PLC/RTU module, I/O Sub-panel type construction, Motorola radio transceiver, and power supply. - Will re-use existing antenna and coax.

RTU panel to include:

Qty Description

- 1 Sub-Panel Assembly for mounting in the existing enclosure. (16x14)
- 1 Power Supply
- 1 4 hour battery back-up,
- 1 M1600 Single-Board PLC/RTU assembly
- 1 Motorola Radius UHF Radio 451.23125MHz
- 1 Motorola Radius Power & Modem Interface Cable
- 1 Coaxial Lightning Arrestor, Patch Cord & Bracket (4) Control Outputs as follows:
- I Valve #1 Call Output (Primary)
- 1 Valve #2 " " (Secondary)
- 1 Valve #1 Call Indication to KCMO Interface Panel)
- 1 Valve #2 Call Indication to KCMO Interface Panel)

(8) Local Discrete Inputs as follows:

- 1 Valve #1 Open
- 1 Valve #2 Open
- 1 Station Flooding (existing float switch)
- 1 Entry Alarm (existing contact by others)
- 1 Door/Hatch Switch (existing contact by others)
- Power Failure (software generated) DI #6
- 1 KCMO Flow #1 DI #7 (if available from KCMO)
- 1 KCMO Flow #2 DI #8 (if available from KCMO)

(4) Analog Inputs

- 1 Analog Input #1: Inlet Pressure (Existing Pressure Transducer w/4-20mA)
- 1 Analog Input #2: Outlet Pressure (Existing Pressure Transducer w/4-20mA)
- 1 Analog Input #3: Valve #1 Position (/4-20mA by others)
- 1 Analog Input #4: Valve #2 Position (/4-20mA by others)
- 1 Micro-Comm Keypad & Display Module w/ Cable and cover plate (existing lamps to be removed)
- 1 Engineering & Design, Programming, & Testing of RTU
- 1 Factory start-up/adjustment services of above Micro-Comm equipment (includes mounting of sub-panel and clean up of existing panel)
- 1 Freight to jobsite (FOB Factory)

(1) PLC Panel - Update at Owen Good Station

LOCATION: Owen Good PLC Panel

Notes: The Existing M655 PLC Communications interface PLC, Radio, Antenna,

Coax and Enclosure will be maintained and utilized in this upgrade.

PLC Upgrade will bring the 5/04 up to date and will provide required

pump operation and other system monitoring.

PLC panel to include:

Qty Description

Panel Components

- 1 Replacement of the Existing Allen Bradley SLC 5/04 PLC w/ CompactLogix
- 1 Updated and Upsized UPS
- 1 DR240-24 Power Supply
- 1 DR120-12 Power Supply

PLC Components

1	Power supply for rack	1769-PA4
1	Compact Logix, 2MB, Dual Ethernet	1769-L33ER
4	16 Point 120 VAC Input Module	1769-IA16
1	16pt RELAY output	1769-OW16
1	16 Channel Compact High- density Ana	1769-IF16C
	Current Input Module	
2	8 Channel Analog Current Output Mod	1769-OF8C

The following items will be shipped separately for field mounting:

1 INSTALLATION of UPDATED PLC PROVIDED IN THIS PROPOSAL

1769-ECR

1 Engineering, Programming, & Testing

1 Compact Logix I/O Right End Cap

- 1 Factory start-up & adjustment of Micro-Comm equip.
- 1 Freight to jobsite (FOB Factory)

(1) Typical KCMO Interface Modifications to meet KCMO Requirements

Interface RTU/PLC Unit update to support communication with Kansas City water district. Includes programming necessary for proper operation to KCMO site. KCMO will be responsible for accepting transmitted information and all required program changes to their equipment. (Note, This is for the 163rd St Master Meter only)

Note: This is for owner purchased KCMO Interface units for Micro-Comm only, does not include any of the KCMO provided interface units.

Master Meter RTU panel Modifications to include:

Qty Description

- 1 4RF Aprisa SR+ 900MHZ Radio w/Serial Interface (for connection To KCMO)
- 1 Remote Adapter and Mounting Bracket
- 1 Engineering, Programming, & Testing for serial interface to current RTU and system interface maintaining current IO points transferred to KCMO
- 1 Factory start-up and adjustment services of above Micro-Comm equipment (1 trip)
- 1 Freight to jobsite (FOB Factory)

MISCELLANEOUS ITEMS TO INCLUDE:

Qty Description

- I Engineering and Design
- 3 Engineering Submittal
- 3 Operation and Maintenance Manuals
- 1 Freight to Job Site (FOB Factory, Freight allowed)
- 1 Customer Training on New CTU/PLC Modules
- 1 Factory Startup and Adjustment Service
- 1 THREE Year Parts & Labor Warranty on Micro-Comm Upgrades

Base System Proposed Price: \$58,017.00 Existing Customer Discount: \$-5,802.00 Proposed Price with discount: \$52,215.00

Note: Price Does NOT Include Taxes or any additional Installation)

OPTIONAL ITEMS TO INCLUDE:

(1) ODC - Desktop Computer

(The following pricing includes Service Contract Labor Discounts)

Qty Description

- 1 Dell OptiPlex 7060 PC
- 1 16GB of RAM memory
- 1 500GB SSD, Dual Ethernet
- 1 USB External Hard Drive 1 TB
- 1 24" Color Monitor (Flat Panel)
- 1 Window 10 Pro Operating System
- 1 Set of System Manuals
- 1 Back-Ups Power Supply
- 1 Three Year Parts and Labor Warranty on PC
- 1 Freight to jobsite (FOB Factory)

Price Each: \$2,850.00 Add Price: \$2,850.00

(1) PLC Spare Parts

The following listed spare PLC cards are based on the original project. As an Allen Bradley Systems Integrator we attempt to maintain typical AB Spare parts. In checking with our supplier these cards are readily available.

PLC panel to include:

Qty Description

PLC Components

1	Power supply for rack	1769-PA4
1	Compact Logix, 2MB, Dual Ethernet	1769-L33ER
4	16 Point 120 VAC Input Module	1769-IA16
İ	16pt RELAY output	1769-OW16
1	16 Channel Compact High- Density	1769-IF16C
	Analog Current Input Module	
2	8 Channel Analog Current Output	1769-OF8C
	Module	

Price Each: \$8,521.00 Add Price: \$8,521.00

Miscellaneous

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY**, **FEBRUARY 4**, **2020**, 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, MARIO URQUILLA, ERIC BOWIE, MATTHEW WIGGINS AND MAYOR KRIS TURNBOW. ABSENT WAS CALVIN ACKLIN. ALSO PRESENT WERE DEVELOPMENT SERVICES DIRECTOR JIM CADORET, CITY PLANNER KATIE JARDIEU, 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 December 17, 2019 meeting.

Motion by Commissioner Urquilla, Seconded by Commissioner Wiggins, to approve the minutes as corrected.

Vote on Motion:

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

Motion passed 7-0-0.

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

A. Update to Planning and Zoning Commission Bylaws

Development Services Director Jim Cadoret provided the staff report.

Mr. Cadoret indicated the rules of procedure were last amended in 2015. Staff determined the timing appropriate to review the rules.

Mr. Cadoret stated that the rules need to reflect the new Development Services Department name, replacing any reference to Community Development Department.

Mr. Cadoret stated the driving factor to update the rules was the need to have similar language with the City Council and Park Board rules regarding meeting absences. The specific amendment is in Article VI, Section 9.

Mr. Cadoret stated staff recommended language is:

Section 9. When a Commission member is absent for three (3) consecutive meetings, or for twenty-five percent (25%) or more of the total meetings held, in a twelve (12) month period without justification, excuse, or good cause, the member shall automatically forfeit his/her position on the Commission. Commission may make a recommendation to the Mayor requesting that consideration be given to consider the position vacant and take necessary action to replace the unexpired term as indicated in Article III. The Mayor may, with consent of the City Council, remove a member from the Commission for misconduct or neglect of duty.

Mr. Zerr provided the following alternate language for the Commission to consider:

No Commission member shall fail to attend three consecutive regular meetings of the Commission or more than 25% of the Commission regular meetings or work sessions during any 12 month period without being excused by the Commission.

Mr. Zerr commented that the alternate language addresses a scenario where a Commission member has an extended illness and misses several meetings but the Commission desires for the Commissioner to remain a member.

Mr. Zerr indicated the Commission could determine what qualifies as an excused absence.

Mr. Cadoret reviewed the final change proposed by staff being a change in the order of business on the agenda to match past meeting practices.

Chairman Faulkner stated he researched bylaws over the past 10 years and the early bylaws did not reflect the pledge of allegiance. He indicated the current bylaws included the pledge before roll call and that is what he has been following.

Commissioner Wiggins indicated that the Commission has a set meeting calendar, but there are some years when as many as 25% of the meetings are cancelled. He expressed concern on the rules reflecting "total meetings held" language. He thought it should be 25% of the scheduled meetings.

Commissioner Wiggins stated he did not want a Commissioner to be disqualified simply because the Commission has cancelled a number of meetings any given year.

Mr. Zerr commented that he likes the 25% rule and it is up to the Commission to decide if the language utilized is meetings held or meetings scheduled.

Commissioner Urquilla thought it could say 25% of the regularly scheduled meetings. There are typically 24 meetings a calendar year.

Chairman Faulkner asked if the 12 month period being referenced is a calendar year.

Mr. Cadoret stated the language is not referencing calendar year. It says "within a 12 month period".

Chairman Faulkner commented that the need for a provision on absences in the rules is based on the importance of ensuring there is a quorum at Commission meetings to conduct business.

Mr. Wiggins commented that the proposed language from Mr. Zerr included the term "excused" absences which can complicate the matter.

Commission members expressed interest in including language on absences.

Commissioner Bowie stated since the Commission does not have work sessions that the language should only reference regular meetings of the Commission.

Mr. Zerr stated the Commission could make reference to the schedule of meetings that the Commission approves each year.

Chairman Faulkner inquired about Section 6 of Article VI that indicates a request for a personal appearance must be submitted in writing. He asked if an email constitutes compliance with the in writing requirement.

Mr. Zerr indicated an email request is acceptable.

Referencing Section 9 of Article VI, Commissioner Wiggins asked if misconduct or neglect of duty is defined anywhere.

Mr. Cadoret stated the terms are not defined, but removal of a Commission member can only occur with the consent of the Council.

Mr. Zerr indicated removal of a member would be done by the same process as when a resident is appointed to the Commission.

Mayor Turnbow stated that removal of a member is typically done at the end of the term of a board or commission member, not during a term.

Chairman Faulkner, referencing order of business at meetings, indicated that he prefers keeping the rules as they are written and to correct future agendas to reflect the order identified in the rules.

Commissioner Bowie asked if the bylaws have any reference to security for the meetings.

Mr. Cadoret stated security is not a section included in the bylaws, but there is a standing invitation from the Police Department to provide security when requested.

Mr. Zerr provided the following language for Commission consideration:

"A Commissioner shall be deemed to be neglecting their duty if they fail to attend three (3) consecutive regular meetings of the Commission or more than twenty-five percent (25%) of the Commission's regular scheduled meeting dates as established by Article VI, Section 1 of these Rules of Procedure during any twelve (12) month period without being excused. The Commission may make a recommendation to the Mayor requesting the removal and replacement of a Commission member that is negligent in their duties for their remaining unexpired term as indicated in Article III. The Mayor may, with consent of the City Council, remove a member from the Commission for misconduct or neglect of duty".

Mr. Zerr stated action is not necessary yet and a motion to continue the matter would be appropriate.

Motion by Commissioner Urquilla, Seconded by Commissioner Bowie, to continue the acceptance of updates to the bylaws to the next Commission meeting to allow staff time to incorporate changes as suggested by the Commission.

Vote on Motion:

Chairman Faulkner Aye
Commissioner Wiggins Aye
Commissioner Bowie Aye
Commissioner Acklin Absent
Commissioner Fizer Aye
Commissioner Petermann Aye
Commissioner Urquilla Aye

Mayor Turnbow Aye

Motion passed 7-0-0.

8. City Council Report

Jonathan Zerr provided a review of the December 23, 2019, January 13, 2020 and January 27, 2020 Council meetings.

9. Staff Report

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

Mr. Cadoret invited a Commission member to attend the National Planning Conference that is scheduled in Houston, Texas from April 25-28.

Mr. Cadoret provided a Public Works update on the status of the construction of Westgate Drive. He also indicated Greg Rokus resigned as Assistant Public Works Director and has taken the position of Public Works Director for Belton.

10. Public Comment

No public comment.

11. Commission Member Comment

Commissioner Petermann mentioned some initial utility work commencing near the proposed Hy-Vee Fast and Fresh store.

Commissioner Bowie requested an updated UDC book.

Mayor Turnbow discussed a potential City initiated TIF district for the Willowind, Orscheln and HyVee development areas.

Commission members welcomed City Planner Katie Jardieu and thanked Mr. Rokos for his years of service to the Commission.

12. Adjournment

Motion by Commissioner Wiggins, Seconded by Commissioner Bowie, to adjourn the February 4, 2020 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 7-0-0.

The February 4, 2020 meeting adjourned at 8:11 p.m.

Respectfully submitted,

Jim Cadoret