

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, March 9, 2020

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
 - A. Development Services (pg 7)
 - B. Monthly Court Report (pg 13)
 - C. Police/Emergency Management

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 24, 2020 (pg 17)

9. Unfinished Business. Second Reading.

A. Reclassification of Zoning - Sunset Plaza

- Reference:
- Agenda Item Information Sheet (pg 27)
 - Bill 3529 (pg 29)
 - Staff Report (pg 31)
 - Planning and Zoning Commission Minutes (pg 122)
 - Preliminary Development Plan (pg 127)

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
- City Council, 2/24/20: Approved 8-0

B. Sunset Plaza Final Plat

Reference: - Agenda Item Information Sheet (pg 129)
- Bill 3530 (pg 131)
- Staff Report (pg 133)
- Development Agreement (pg 141)
- Final Plat (pg 152)

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
- City Council, 2/24/20: Approved 8-0

C. Award of Contract - Mowing and Median Landscaping Services

Reference: - Agenda Item Information Sheet (pg 153)
- Bill 3525 (pg 155)
- Contract (pg 157)
- Map of Service Areas (pg 185)

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.

- City Council, 2/24/20: Approved 8-0

D. Budget Amendment - General Fund (Buildings & Grounds)

Reference: - Agenda Item Information Sheet (pg 187)
- Bill 3526 (pg 189)

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

- City Council, 2/24/20: Approved 8-0

E. SCADA System - Owen Good Pump Station Improvements

Reference: - Agenda Item Information Sheet (pg 191)
- Bill 3527 (pg 193)
- Agreement (pg 195)

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.

- City Council, 2/24/20: Approved 8-0

10. New Business. First Reading.

A. Award of Contract - Memorial Park Arboretum Light Replacement

Reference: - Agenda Item Information Sheet (pg 205)
- Bill 3528 (pg 207)
- Contract (pg 209)

As part of the FY20 Capital Improvement Plan, the lights along the trail in the Arboretum at Memorial Park are scheduled to be removed and replaced. A contract with Brinton Electric to replace the old lights to match the street lights in Original Town is now before the Council.

- Parks and Recreation Board, 02/25/2020: Approved 7-0

B. Award of Contract - Westgate Drive Extension Project

Reference: - Agenda Item Information Sheet (pg 243)
- Bill 3531 (pg 245)
- Contract (pg 247)

Staff recommends approval of Bill 3531 awarding a contract to J.M. Fahey Construction for the Westgate Drive Extension Project. This project will construct a road from the existing traffic signal on 58 Highway (Lowe's entrance) to Kentucky Road.

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

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 02/03/2020 and 03/02/2020 (pg 289-290)
 - Planning and Zoning Commission minutes, 02/18/2020 (pg 291)
 - Park Board minutes, 01/28/2020 (pg 298)
-

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



MONTHLY REPORT FEBRUARY 2020

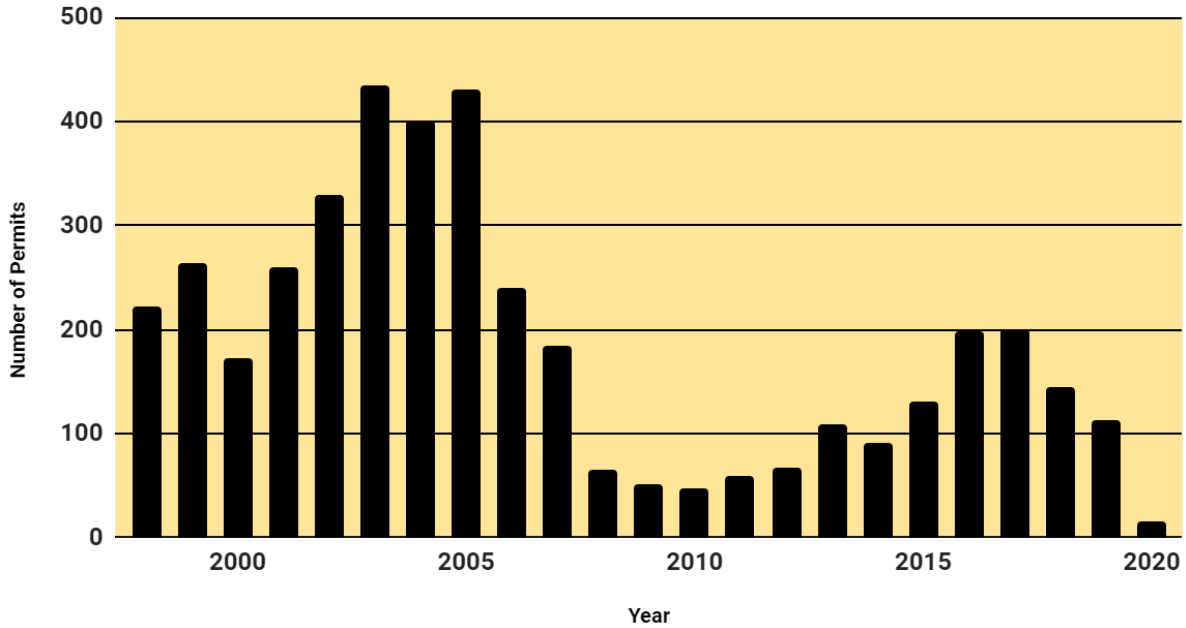
Building Permit Activity

Type of Permit	Feb 2020	2020 YTD	2019 YTD	2019 Total
Detached Single-Family Residential	12	15	20	113
Attached Single-Family Residential	6	6	0	26
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	39	82	62	720
Commercial - New, Additions, Alterations	0	4	2	18
Sign Permits	1	7	7	54
Inspections	Feb 2020	2020 YTD	2019 YTD	2019 Total
Total # of Inspections	209	475	506	3,858
Valuation	Feb 2020	2020 YTD	2019 YTD	2019 Total
Total Residential Permit Valuation	\$3,534,400	\$4,512,100	\$5,176,000	\$34,498,600
Total Commercial Permit Valuation	\$0.00	\$7,482,000	\$143,500	\$1,822,300

Additional Building Activity:

- Construction is nearing completion on the final building in the new self-storage facility at 308 E. Walnut Street.
- Site grading continues on the Compass Health office building.
- Site work and utility installation continues for The Lofts at Fox Ridge apartment community.
- Land Disturbance/grading permit has been issued for commencement of installation of the extension of Dean Avenue to serve the proposed Van Trust Industrial development at the southwest corner of Dean Avenue and North Cass Parkway.
- Remodeling (interior demolition) of the former Pizza Hut building has commenced.
- Site and building work continues at T.B. Hanna Station.

Single Family Building Permits



Code Enforcement Activity

Code Activity	Feb 2020	2020 YTD	2019 YTD	2019 Total
Code Enforcement Cases Opened	57	90	39	642
<i>Notices Mailed</i>				
-Tall Grass/Weeds	0	0	0	135
- Inoperable Vehicles	22	40	5	138
- Junk/Trash/Debris in Yard	6	13	20	146
- Object placed in right-of-way	0	1	0	14
- Parking of vehicles in front yard	5	8	5	13
- Exterior home maintenance	5	8	3	41
- Other (trash at curb early; signs; etc)	2	3	2	2
Properties mowed by City Contractor	0	0	0	71
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	0	10
Signs in right-of-way removed	16	42	19	370
Violations abated by Code Officer	17	37	5	126

Development Activity

Current Projects

- Variance, Fence in front yard setback area, 712 Meadow Lane
- Rezoning, 4 acres located north of Foxwood Springs, from Agricultural to Planned Unit Development District (no development plan; rezoning to for consistency of maintenance building area zoning with the remainder of Foxwood Springs)

	As of Feb 29, 2020	As of Feb 28, 2019	As of Feb 28, 2018
Homes currently under construction	160	171	267
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	328	386	402
Total number of dwelling units in City	8,674	8,516	8,223

Actions of Boards, Commission, and City Council

City Council

February 10, 2020

- Appointed Jeremy Mansur to the Planning and Zoning Commission
- Appointed Mike Cox, Chad Buck, Randy Reed, Lloyd Brown, Mike Ekey, and Wade Beck to the Board of Appeals
- Appointed Pam Hatcher, Jerry Martin, Aaron Harrison, Terri Woods and Susan Dooley to the Board of Adjustment

February 24, 2020

- Approved on 1st reading the rezoning of 5 acres located east of Sunset Lane, north of Pine Street, from C-1 and C-2 Commercial to Planned Unit Development District
- Approved on 1st reading the Sunset Plaza Final Plat

Planning and Zoning Commission

February 4, 2020

- Discussion on amendments to the Commission Rules of Procedure

February 18, 2020

- Recommended approval of the rezoning of 5 acres located east of Sunset Lane, north of Pine Street, from C-1 and C-2 Commercial to Planned Unit Development District.
- Recommended approval of the Sunset Plaza Final Plat
- Approved amendments to the Commission Rules of Procedure

Upcoming Meetings – March & April

March 3, 2020 Planning and Zoning Commission

- Meeting Cancelled

March 9, 2020 City Council

- 2nd reading - Reclassification of Zoning from "C-1" Neighborhood Commercial and "C-2" General Commercial to "PUD" Planned Unit Development, property located north of Pine Street, east of Sunset Lane. (Sunset Plaza, formerly referred to as Conway Place)
- 2nd reading - Sunset Plaza Final Plat

March 17, 2020 Planning and Zoning Commission

- Rezoning of 4 acres located north of Foxwood Springs from Agricultural to Planned Unit Development District (public hearing)

March 23, 2020 City Council

- 1st reading of rezoning of 4 acres located north of Foxwood Springs from Agricultural to Planned Unit Development District (public hearing)

April 7, 2020 Planning and Zoning Commission

- Annual Review of the Growth Management Plan (public hearing)

April 13, 2020 City Council

- 2nd reading of rezoning of 4 acres located north of Foxwood Springs from Agricultural to Planned Unit Development District (public hearing)

April 21, 2020 Planning and Zoning Commission

- No applications currently scheduled

April 27, 2020 City Council

- No development applications currently scheduled

Department Activities

- City Planner Katie Jardieu participated in a 2020 Census Partner Training workshop held in Overland Park, Kansas.
- Director Jim Cadoret and City Planner Katie Jardieu attended the First Suburbs Coalition meeting held in Grandview.
- Director Jim Cadoret participated in the Raymore-Peculiar School District Facility Planning Committee meeting.

- Building Official Jon Woerner reviewed construction plans for interior and exterior renovations to be completed on the CVS store located at 1215 W. Foxwood Drive.
- GIS Coordinator Heather Eisenbarth attended the KC Metro GIS meeting to discuss plans for 2020 Aerial Photography of the Kansas City region.
- Building Official Jon Woerner commenced final review of construction plans for [The Lofts at Foxridge](#) apartment community under construction in the Eagle Glen Subdivision.
- City Planner Katie Jardieu participated in the Census 2020 - KC Regional Complete Count Committee meeting held at the Mid America Regional Council.
- Director Jim Cadoret and City Planner Katie Jardieu participated in the monthly meeting of the Cass County Non-Profits.
- Staff updated the City [Development Guide](#), created for developers, builders, contractors, property owners, and homeowners as a guide to the development process in the City.

GIS Activities

- Continued to develop IIS to allow for development of data driven web applications (DNS, TCIP, Port Bindings, etc)
- Continued building/styling replacement [asp.net](#) application
- Continued to publish web mapping services and itemize in portal
- Responded to BAS and other Census inquiry
- Responded to requests for (geospatial) information from MARC (e911, regional trail publication, data acquisition efforts, etc)
- Updated features in database servers on svits1052085/1052386 & geospatial database for public works client(s)
- Creation of services for arcgis enterprise portal functionality; geometry, geocoding, elevation, etc
- Continued to migrate/recreate applications & dashboards
- Update of client machine software/drivers
- Street addressing/reporting as needed

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

Reporting Period:		
February	2020	Court activity occurred in reporting period: Yes
Clerk's Physical Address:		Mailing Address:
100 Municipal Circle Raymore, MO 64083		100 Municipal Circle Raymore, MO 64083
Telephone Number:		Vendor
(816) 331-1712		Incode (Tyler Technologies)
Prepared by:		Prepared by E-mail Address:
Donna Furr-Court Administrator		donna.r.furr@courts.mo.gov
		Municipal Judge(s) Active During Reporting Period:
		Ross Nigro

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	58	1,251	623
B. Cases (citations / informations) filed	2	139	44
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	1	1
4. plea of GUILTY in court	5	105	24
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	30	3
6. dismissed by court	0	4	2
7. nolle prosequi	0	9	4
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	5	149	34
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	55	1,241	633
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	144	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	76	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,601		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$12,700.50
Clerk Fee – Excess Revenue	\$1,378.51
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$42.55
Bond forfeitures (paid to city) – Excess Revenue	\$159.50
Total Excess Revenue	\$14,281.06
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$7,760.25
Clerk Fee – Other	\$474.37
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$155.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,110.85
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$15.10
Law Enforcement Training (LET) Fund surcharge	\$308.80
Domestic Violence Shelter surcharge	\$617.50
Inmate Prisoner Detainee Security Fund surcharge	\$308.82
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$156.00
Total Other Revenue	\$10,906.69
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
DUI	\$100.00
Total Other Disbursements	\$100.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$25,287.75
Bond Refunds	\$2,018.00
Total Disbursements	\$27,305.75

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, FEBRUARY 24, 2020 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, MAYOR TURNBOW CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK JEANIE WOERNER.

- 1. Call To Order.** Mayor Turnbow 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.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**

Incoming Superintendent for the Raymore-Peculiar School District, Dr. Mike Slagle, introduced himself to the Council.

6. Staff Reports.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet and reviewed ongoing projects of the department.

Parks and Recreation Director Nathan Musteen Krass provided a review of the staff report included in the Council packet and reviewed upcoming events.

Communications Manager Melissa Harmer announced she has been working on a communication plan that will notify utility customers of the elimination of user fees for website payments and explain new processes for utility payments previously made by phone. She is also working with the Development Services Department to develop an informational campaign for participation in the 2020 census. She answered general questions.

City Manager Jim Feuerborn announced agenda items for the March 2 work session.

7. Committee Reports.

8. Consent Agenda.

A. City Council Minutes, February 10, 2020

MOTION: By Councilmember Holman, second by Councilmember Barber 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. 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 second reading of Bill 3524 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second 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

Mayor Turnbow announced the motion carried and declared Bill 3524 as **Raymore City Ordinance 2020-007.**

10. New Business. First Readings.

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

BILL 3529: "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."

City Clerk Jeanie Woerner conducted the first reading of Bill 3529 by title only.

Mayor Turnbow opened the public hearing at 7:16 p.m.

Applicant Sean Siebert, representing SPC, LLC, provided a visual and verbal overview of their proposed project. They feel their proposed high-end townhome project fits the current as well as future housing market trend.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. 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. He provided background facts on this area and adjoining lots. This public hearing was properly advertised in *The Journal* and he asked for the mailed notices to adjoining property owners, notice of publication, Unified Development Code (UDC), application, Growth Management Plan (GMP), staff report, proposed development plan and resident comments included in the Council packet be entered into the record. He reviewed the Findings of Fact outlined in the staff report noting that Council should take these into consideration when considering approval. Staff supports this rezoning because it is prime for residential development, improvements will be made to the stormwater pond that would not be made if it were subject to commercial development, the PUD gives the City control over the architectural style and layout, this type of residential development is supported by commercial businesses for employee housing, and from a planning perspective, is appropriate transitional development. Staff recommends approval of the rezoning based on the five (5) conditions outlined in the staff report pertaining to; screening, stormwater detention basin improvements, certain building elevations and requirements for architectural design standards, establishment of a homeowners association (HOA) for maintenance of the stormwater pond, private roadways, screening and landscape buffer, and enforcement of parking restrictions. The Planning and Zoning Commission voted 7-1 to accept the staff proposed findings of fact and forward to the City Council with a recommendation of approval subject to the conditions outlined. He answered general questions from Council.

Councilmember Burke asked how the HOA restrictions would be enforced on renters.

Business partner, Andy Mackey, stated they would be the two member board controlling the HOA. A warning notice of violation would be issued and if the violation is not corrected, a fine would be imposed against the lease.

General discussion ensued.

Councilmember Berendzen asked for the reason for the one dissenting vote of the Planning and Zoning Commission.

Mr. Cadoret stated the member had concerns with the impact of traffic flow to 58 Highway and traffic movement on 58 Highway leading to the I49 Highway.

Mayor Turnbow opened the floor for public comment at 7:56 p.m.

Pam Hatcher, 1402 Young Circle, stated she is the listing agent for this property as well as the two adjoining lots. The two adjoining lots are zoned commercial and will be re-listed for sale soon. She stated her support for the rezoning and the project.

Sheryl Dunham, 404 N. Park, asked if the units and sidewalks were going to be ADA compliant.

Mr. Cadoret stated public sidewalks are required to be ADA accessible as outlined in City Code.

Mayor Turnbow opened the floor for further public comment, and hearing none, closed the public hearing at 8:00 p.m.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3529 by title only.

DISCUSSION: Councilmember Holman asked questions on behalf of his constituents: was a traffic study required, are the improvements to the stormwater detention pond sufficient for a 1% storm, and are the units ADA compliant.

Mr. Cadoret stated that a traffic engineering study is not required because the trip calculations are less for residential than commercial. However, based on comments heard at the Good Neighbor meeting, staff did a traffic impact study which led to minor adjustments in the timing of the light at 58 Highway and Sunset. The improvements that will be made to the stormwater detention pond are sufficient.

Mr. Mackey stated their units may have some accommodations, but will not be fully ADA compliant.

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

B. Sunset Plaza Final Plat

BILL 3530: "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."

City Clerk Jeanie Woerner conducted the first reading of Bill 3530 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. 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, six (6) lots located east of Sunset Lane, north of Pine Street. With approval of the previous agenda item, this item is now before Council for approval.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3530 by title only.

DISCUSSION: Councilmember Holman noted the emails and comments provided in the Council packet are nearly 50% in support and 50% in opposition.

Councilmember Barber noted that most of the emails did not identify the writers information. He stated it would be helpful if writers identified themselves.

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

C. Award of Contract - Mowing and Median Landscaping Services

BILL 3525: "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."

City Clerk Jeanie Woerner conducted the first reading of Bill 3525 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. As part of the City's Strategic Goal to improve first impressions and enhance City properties, 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. He answered general questions from Council on the frequency of weeding and care of the medians and islands.

Terri Kennedy, owner of Forever Green Professional Lawn Care, 1228 Wiltshire Raymore, stated they are planning on performing bi-monthly weeding and the conditions of the medians and islands will be improved.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3525 by title only.

DISCUSSION: None

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

D. Budget Amendment - General Fund (Buildings & Grounds)

BILL 3526: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2020 OPERATING AND INTERNAL SERVICES BUDGETS."

City Clerk Jeanie Woerner conducted the first reading of Bill 3526 by title only.

Assistant City Manager Mike Ekey stated with approval of the previous agenda item, a budget amendment is necessary to the general funds-buildings and grounds.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3526 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

E. SCADA System - Owen Good Pump Station Improvements

BILL 3527: "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."

City Clerk Jeanie Woerner conducted the first reading of Bill 3527 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. 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.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3527 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 Turnbow and Councilmembers welcomed Dr. Mike Slagle to the community.

Councilmember Barber and Circo stated they attended the recent Raymore-Peculiar School Foundation fundraising event and noted its success.

Councilmember Holman asked citizens who are not in agreement with proposed projects, to speak their disagreement without impugning City staff.

Councilmember Burke spoke to the tragic death of Bob Nill, a school crossing guard in Kansas City, Kansas.

Councilmember Townsend asked Chief of Police Jan Zimmerman to speak to recent promotions and new hires in the department.

Chief of Police Zimmerman stated Detective Sergeant David Billings has been promoted to Lieutenant and Officer Cory Miller has moved into the Detective Sergeant position. Allen Prodoehl was sworn in as a new officer today and three dispatchers began employment with the City today.

Mayor Turnbow stated he is looking forward to the presentation on the license plate readers at the next work session.

13. Adjournment.

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

DISCUSSION: None

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

The regular meeting of the Raymore Council adjourned at 8:26 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Feb. 24, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3529: Sunset Plaza Rezoning

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: 2/18/2020
Action/Vote: Approval 7-1

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Preliminary Plan

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:

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

Section 2. 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.

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

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

DULY READ THE FIRST TIME THIS 24TH DAY OF 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



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/
Property Owner:** SPC, LLC
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:

Is there any possibility of restricting the development as a senior living community?

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 require 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

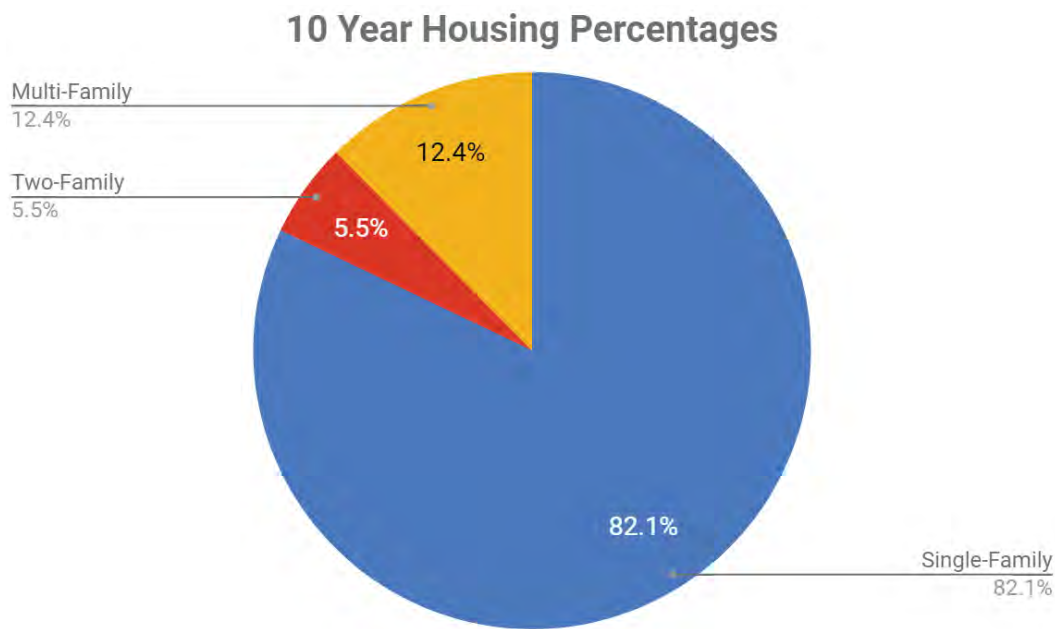
5. The minimum parking standards for the uses allowed within the proposed

development are as follows:

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

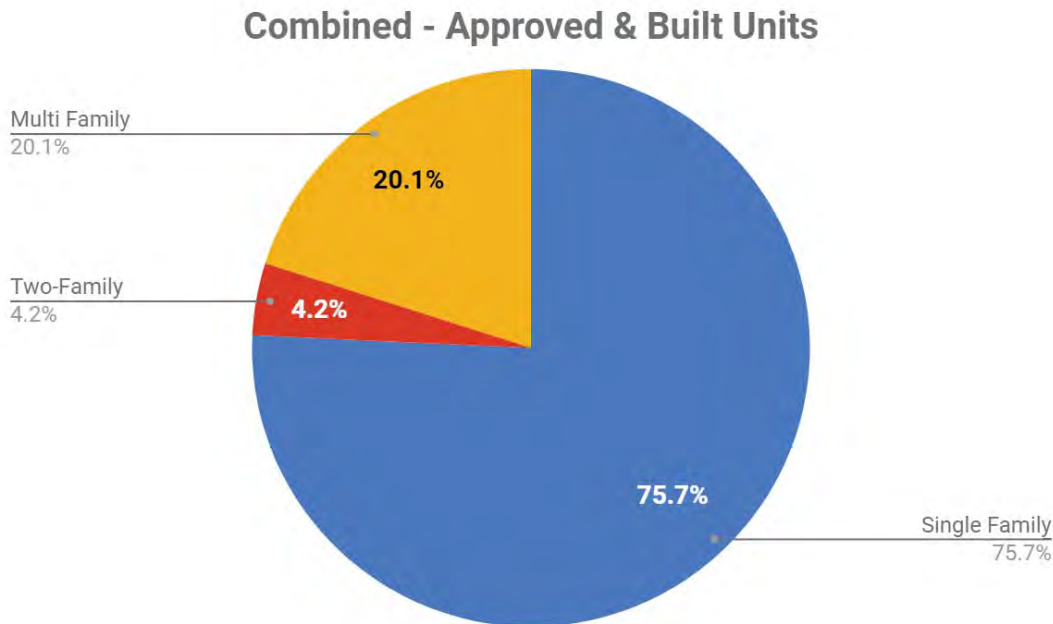
Based on the 67 proposed units, a total of 134 spaces are required. Through the provision of elongated driveways, and a mix of 1 and 2-car garages, a total of 268 parking spaces are provided.

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%**



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 Strategic Plan Goal 3.2.4: 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.

9. 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

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	June 18, 2019	-----	-----
Public Hearing	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 #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.

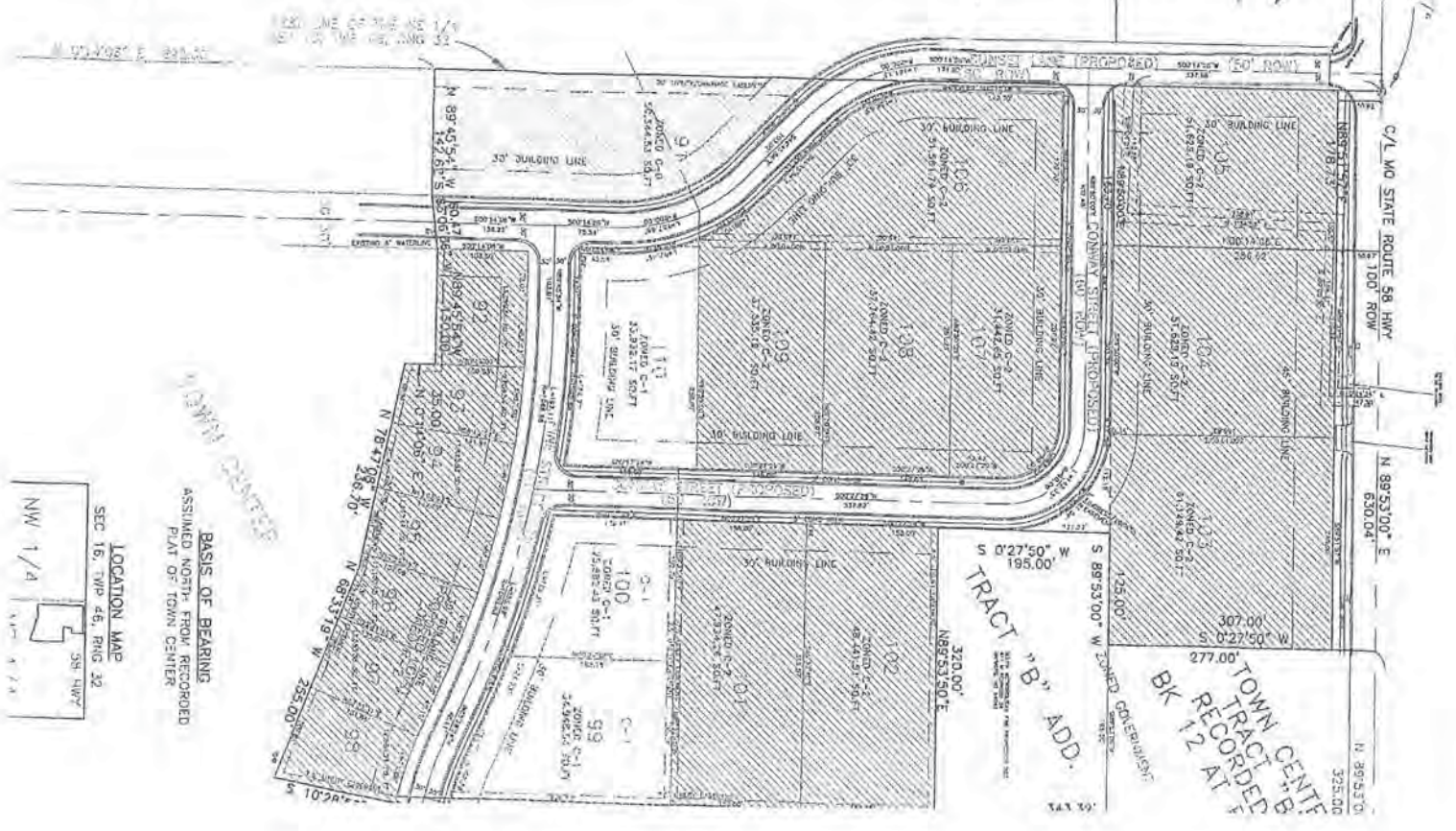
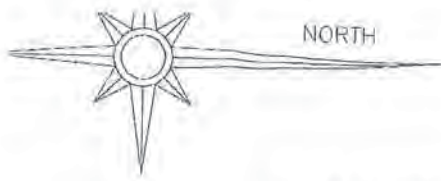
Gregory J. Rokos, PE, Assistant Public Works Director - Engineering
City of Raymore|100 Municipal Circle, Raymore, MO 64083
P 816-892-3017 | F 816-892-3073 | grokos@raymore.com

3 attachments

 **DOC071019 (2).pdf**
97K

 **DOC071019 (1).pdf**
203K

 **DOC071019.pdf**
1242K



LOCATION MAP
SEC 16, TWP 46, RNG 32
NW 1/4
S 81° 48' 07"

BASIS OF BEARING
ASSUMED NORTH FROM RECORDED
PLAT OF TOWN CENTER

Municipal Center

CORNER OF THE NE 1/4
16, TWP 46, RNG 32
REQUIRED OF TRACT 11
ZONED C-2
PATERSON OIL CO.
VACANT

TRACT 1
ZONED C-0
DINER JACKSON
VACANT

TRACT "B" ADD.
320.00'
N 89° 53' 50" E

TOWN CENTER
TRACT "B"
BK 12 AT 1

S 10° 26' 11" W
102.00'

S 89° 45' 54" W
30.17'

S 89° 53' 00" E
630.04'

N 89° 53' 00" E
325.00'

S 0° 27' 50" W
195.00'

S 0° 27' 50" W
277.00'

S 89° 53' 00" W
255.00'

S 89° 53' 00" W
255.00'

S 0° 27' 50" W
277.00'

S 89° 45' 54" W
30.17'

S 89° 53' 00" E
630.04'

S 89° 53' 00" E
325.00'

S 0° 27' 50" W
195.00'

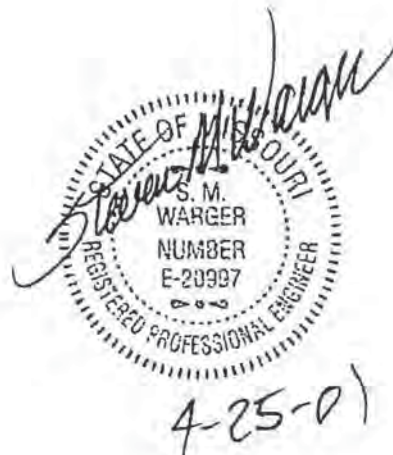
S 0° 27' 50" W
277.00'

TOWN CENTER 4TH PLAT

**DETENTION BASIN
LOT 91**

March 23, 2001

Revised April 24, 2001



**HARRINGTON & CORTELYOU, INC.
HCI NO. : 97111**

DETERMINE DETENTION
 BASIN REQUIREMENTS
 FOR TOWN CENTER.

OUTFLOW & STORAGE.

PARAMETERS:

OUTLET IS 2' x 1.75' BOX

DETAIL THE 100 YR
 STORM DIFFERENCE BETWEEN
 PROPOSED AND EXISTING

	ELEV	STORAGE	OUTFLOW
DRAINAGE AREA	969	0	0
USE 21 ACRES - TOTAL	969.5	0.26	2.6
PLAT AREA	970	0.51	5.3
	970.5	0.79	9.6
$T_c = 15 \text{ min}$	971	1.07	14
Can developed = 94	971.5	1.38	19.3
RAINFALL DIST = II	972	1.68	23.8
INTENSITY 24 hr = 7.5 in	972.5	2.02	26.3
	973	2.35	30
	973.5	2.69	33.3
TOTAL Q = 143 cfs	974	3.06	35
(SCS TR 55)	974.5	3.43	36.8
	975	3.82	39
RELEASE RATE = 21(1.8) = 38 cfs	975.5	4.22	40.3
(MAX PER APWA)	976.0	4.63	42

DEVELOPED DETENTION BASIN

PEAK INFLOW = 143 cfs
 PEAK OUTFLOW = 39 cfs
 TARGET 38 cfs

MAX DEPTH = 7.0 FEET

MAX BOND ELEV = 975.18 FEET

FLOW LIN = 969.00

EMERGENCY SPILLWAY

15' WIDTH 5:1 @ 0.5% SLOPE
 1.75' DEEP (SEE SPREAD SHEET)

MADE: SMW DATE: 3-24-01

CHECKED: _____ DATE: _____



HARRINGTON & CORTELYOU, INC.
 Consulting Engineers

JOB NO: _____

SECTION: _____

PAGE NO. 1 OF _____

TOWN CENTER DETENTION BASIN

COMPOSITE 3 20 97 36 14 9 7 6 4 3 2 0

THE PEAK FLOW IS 96.5 cfs - OCCURS AT 12.2 hrs

=====

 * PSUHM: MODULE <4> - SCS TR-55 TABULAR METHOD *

WATERSHED TITLE: TOWN CENTER

100 YR. STORM: PRECIPITATION = 7.5 in.

=====

SUMMARY OF INPUT PARAMETERS

SUBAREA	AREA (sqmi)	CURVE NUMBER	IA/P	RUNOFF (in)	TC (hrs)	ADJ. TC (hrs)	TT (hrs)	ADJ. TT (hrs)
1	0.030	94	0.100	6.78	0.250	0.200	0.000	0.050
COMPOSITE	0.030	94		6.78				

INDIVIDUAL SUBAREA & COMPOSITE HYDROGRAPHS

SUBAREA	TIME (hrs)											
	11.0	11.9	12.2	12.5	12.8	13.2	13.6	14.0	15.0	17.0	20.0	26.0
1	4	30	143	53	21	13	10	8	6	4	3	0
COMPOSITE	4	30	143	53	21	13	10	8	6	4	3	0

THE PEAK FLOW IS 142.6 cfs - OCCURS AT 12.2 hrs

=====

 * PSUHM: MODULE <4> - SCS TR-55 TABULAR METHOD *

WATERSHED TITLE: TOWN CENTER

100 YR. STORM: PRECIPITATION = 7.5 in.

=====

SUMMARY OF INPUT PARAMETERS

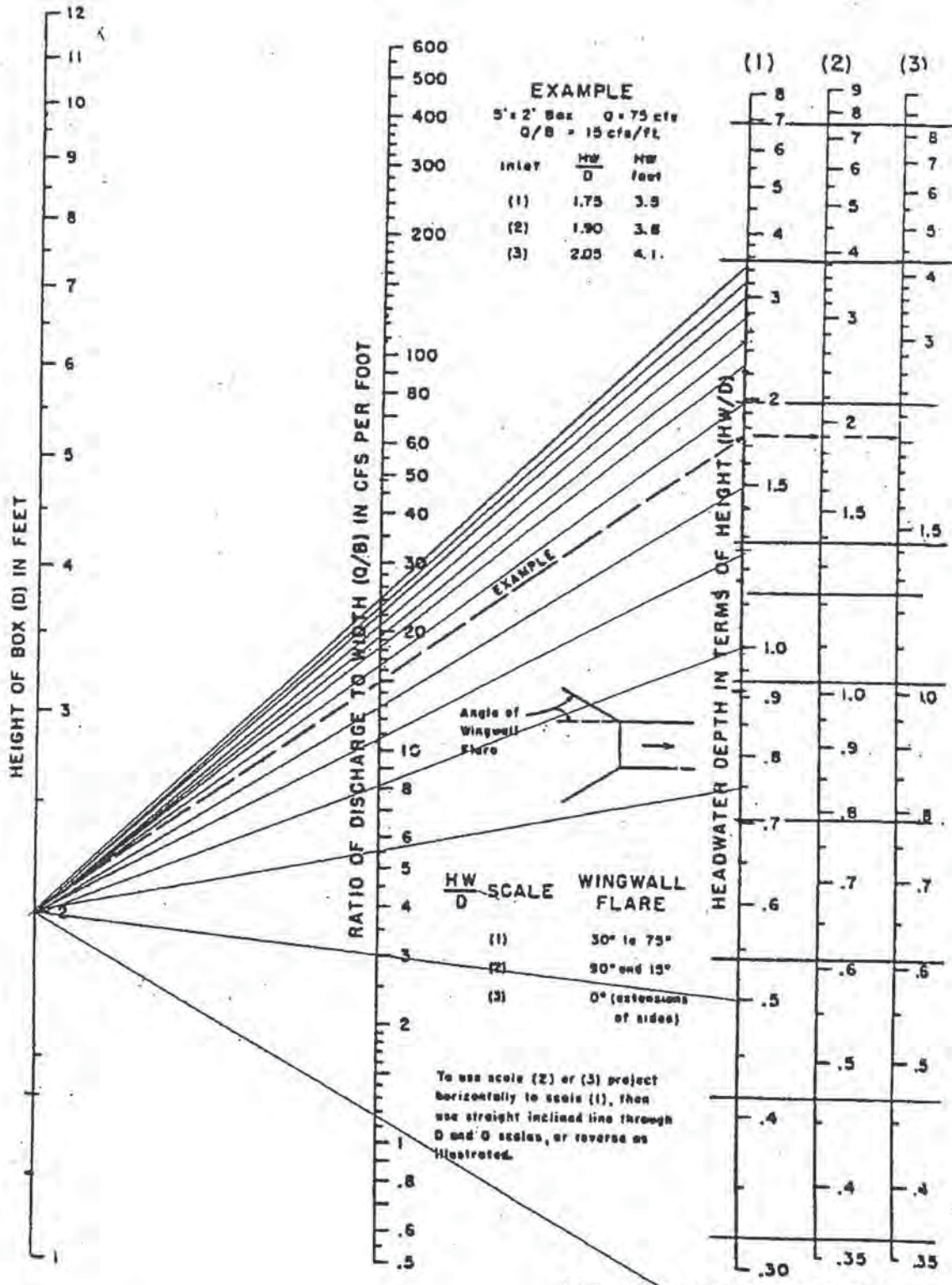
SUBAREA	AREA (sqmi)	CURVE NUMBER	IA/P	RUNOFF (in)	TC (hrs)	ADJ. TC (hrs)	TT (hrs)	ADJ. TT (hrs)
1	0.030	75	0.100	4.59	0.250	0.200	0.000	0.050
COMPOSITE	0.030	75		4.59				

INDIVIDUAL SUBAREA & COMPOSITE HYDROGRAPHS

SUBAREA	TIME (hrs)											
	11.0	11.9	12.2	12.5	12.8	13.2	13.6	14.0	15.0	17.0	20.0	26.0
1	3	20	97	36	14	9	7	6	4	3	2	0
COMPOSITE	3	20	97	36	14	9	7	6	4	3	2	0

THE PEAK FLOW IS 96.5 cfs - OCCURS AT 12.2 hrs

=====



BUREAU OF PUBLIC ROADS JAN. 1963

HEADWATER DEPTH FOR BOX GULVERTS WITH INLET CONTROL

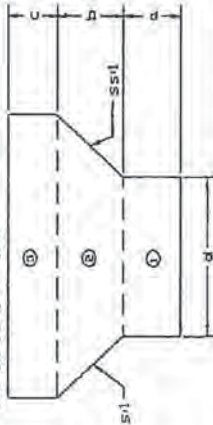
FIG. 7-1

TOWN CENTER

DETENTION BASIN

Channel Flow, Velocity and Hydraulic & Energy Grade Lines

Storm Year = 100



Description	Pipe Flow Q (cfs)	Area (acre)	Runoff Coefficient	Time of Conc (min)	Rainfall Rate 100 (in/hr)	Flow Q100 (cfs)	Total Flow (cfs)	Dimensions of Channel				Slope (%)	Length (ft)	Area (ft ²)	Perimeter (ft)	Capacity Flow (cfs)	Capacity Check	Velocity (ft/sec)	Initial Water Elev. (ft)	Head Loss		EGL Elev. (ft)	HGL Elev. (ft)	
								a (ft)	b (ft)	c (ft)	d (ft)									e (ft)	Coefficient k			Head Loss (ft)
					0.0	0.0			1	15	5	5	0.035	20	25.20	51.47	OK	2.57		0.4	0.041	0.04	-0.15	
					0.0	0.0			1.2	15	5	5	0.035	25.2	27.24	71.83	OK	2.85		0.4	0.050	0.09	-0.14	
					0.0	0.0			1.5	15	5	5	0.035	33.75	30.30	108.88	OK	3.23		0.4	0.065	0.16	-0.15	
					0.0	0.0			1.75	15	5	5	0.035	41.563	32.85	145.98	OK	3.51		0.4	0.077	0.23	-0.13	
					0.0	0.0							0.00	0	0.00	#DIV/0!	#####	#DIV/0!		0.4	#DIV/0!	#####	#####	
					0.0	0.0							0.00	0	0.00	#DIV/0!	#####	#DIV/0!		0.4	#DIV/0!	#####	#####	
					0.0	0.0							0.00	0	0.00	#DIV/0!	#####	#DIV/0!		0.4	#DIV/0!	#####	#####	
					0.0	0.0			1.5	20	5	5	0.035	41.25	35.30	137.40	OK	3.33		0.4	0.069	#####	#####	
					0.0	0.0			1.75	20	5	5	0.035	50.313	37.85	182.62	OK	3.63		0.4	0.082	#####	#####	
					0.0	0.0			2	20	5	5	0.035	60	40.40	234.49	OK	3.91		0.4	0.095	#####	#####	
					0.0	0.0							0.00	0	0.00	#DIV/0!	#####	#DIV/0!		0.4	#DIV/0!	#####	#####	
					0.0	0.0							0.00	0	0.00	#DIV/0!	#####	#DIV/0!		0.4	#DIV/0!	#####	#####	
					0.0	0.0							0.00	0	0.00	#DIV/0!	#####	#DIV/0!		0.4	#DIV/0!	#####	#####	
					0.0	0.0							0.00	0	0.00	#DIV/0!	#####	#DIV/0!		0.4	#DIV/0!	#####	#####	
					0.0	0.0							0.00	0	0.00	#DIV/0!	#####	#DIV/0!		0.4	#DIV/0!	#####	#####	
					0.0	0.0							0.00	0	0.00	#DIV/0!	#####	#DIV/0!		0.4	#DIV/0!	#####	#####	
					0.0	0.0							0.00	0	0.00	#DIV/0!	#####	#DIV/0!		0.4	#DIV/0!	#####	#####	
					0.0	0.0							0.00	0	0.00	#DIV/0!	#####	#DIV/0!		0.4	#DIV/0!	#####	#####	

Description

Made: SMW Date: 4/23/01
 Checked: Date:
 HARRINGTON & CORTELYOU, INC.
 Consulting Engineers
 Job No: 971
 Section: 11
 Page No:
 Channel Flow, Velocity and Hydraulic & Energy Grade Lines TOWN CENTER DETENTION BASIN

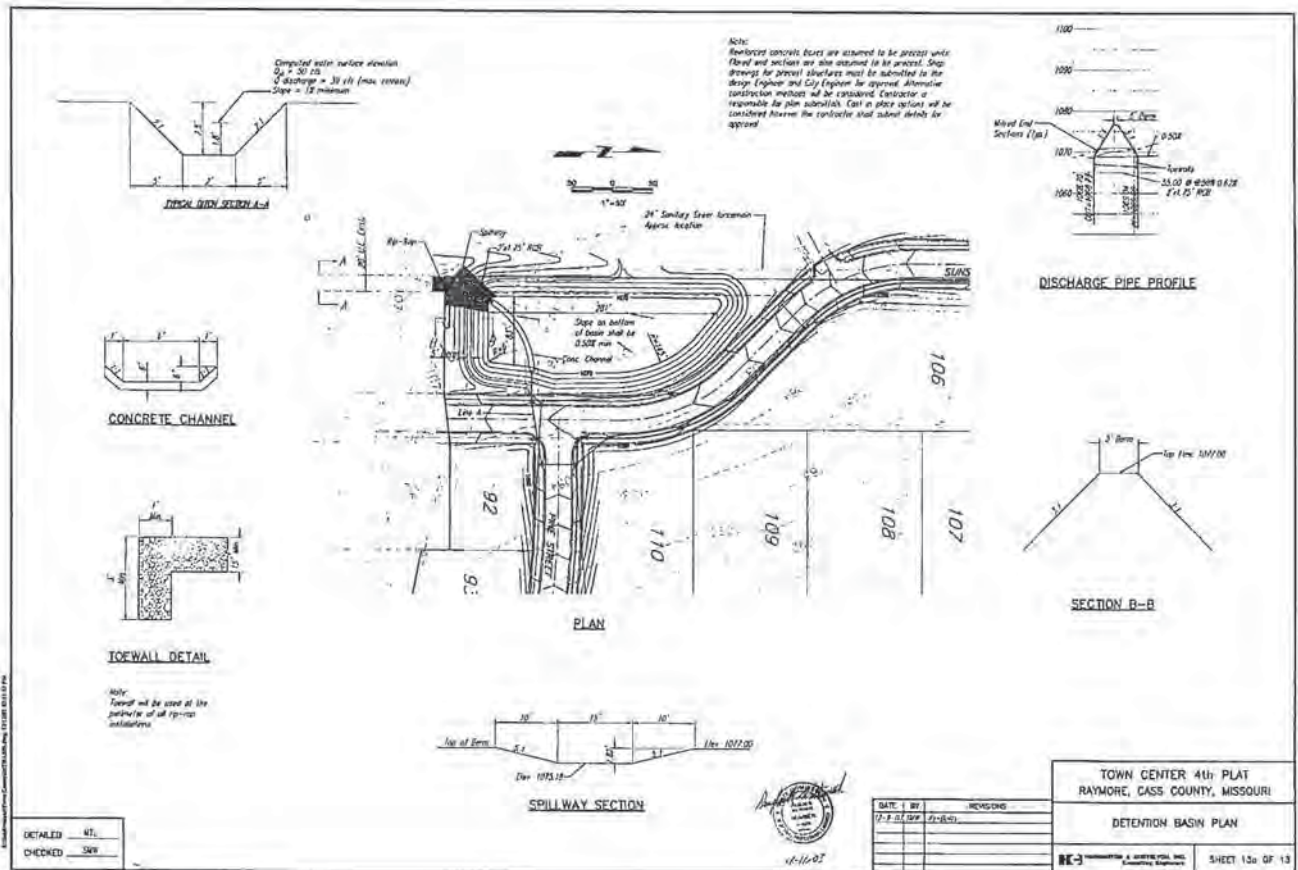
 * PSURM: MODULE <6> - MODIFIED PULS ROUTING

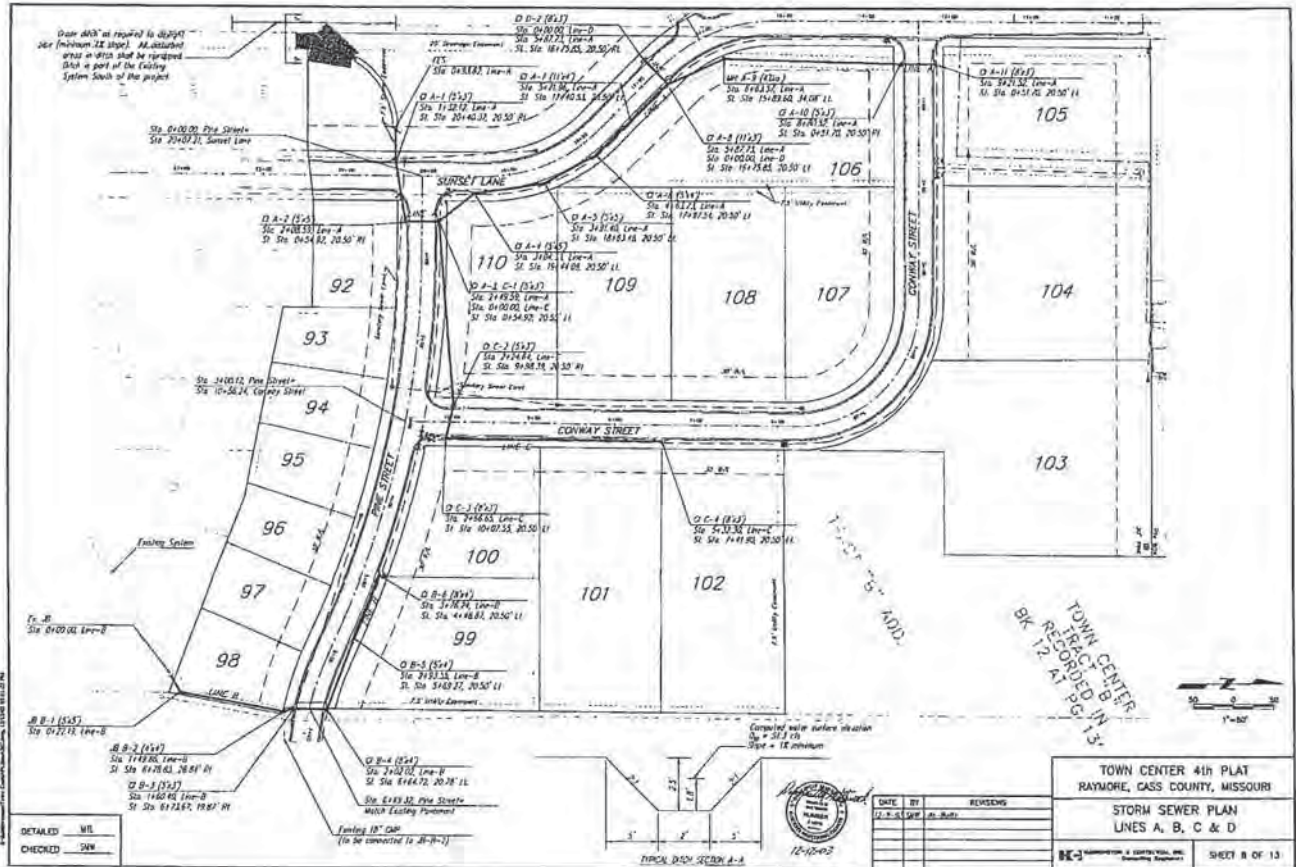
NAME OF RESERVOIR OR CHANNEL: TOWN CENTER
 FILENAME OF INFLOW HYDROGRAPH: B:TOWNPROP.HYD
 FILENAME OF RATING MATRIX: B:TC423.ESO

DATE	TIME	INFLOW (cfs.)	I1+I2 (cfs.)	2*ST/DT-O (cfs.)	2*ST/DT+O (cfs.)	OUTFLOW (cfs.)	STORAGE (ac.Ft.)	ELEVATION (ft. MSL)
00/00/0	0006	4.3	9.1	0.0	0.0	0.0	0.00	969.00
00/00/0	0012	4.8	10.1	8.4	9.1	0.4	0.04	969.07
00/00/0	0018	5.3	11.1	17.0	18.5	0.7	0.07	969.14
00/00/0	0024	5.8	12.6	25.9	28.1	1.1	0.11	969.21
00/00/0	0030	6.8	14.6	35.4	38.5	1.5	0.15	969.29
00/00/0	0036	7.8	16.6	46.1	50.0	2.0	0.20	969.38
00/00/0	0042	8.8	24.6	57.7	62.7	2.5	0.25	969.48
00/00/0	0048	15.8	38.7	75.7	82.3	3.3	0.33	969.63
00/00/0	0054	22.9	52.9	105.0	114.4	4.7	0.45	969.89
00/00/0	0100	30.0	88.1	143.8	157.9	7.0	0.62	970.20
00/00/0	0106	58.1	166.4	208.9	231.9	11.5	0.91	970.72
00/00/0	0112	108.3	250.9	334.1	375.3	20.6	1.50	971.64
00/00/0	0118	142.6	266.2	526.2	585.0	29.4	2.30	972.92
00/00/0	0124	123.6	206.5	721.8	792.4	35.3	3.10	974.09
00/00/0	0130	82.9	135.9	851.9	928.3	38.2	3.70	974.82
00/00/0	0136	53.0	89.3	909.1	987.8	39.3	3.90	975.12
00/00/0	0142	36.3	63.1	919.5	998.4	39.5	4.00	975.18
00/00/0	0148	26.8	48.0	904.1	982.6	39.3	3.90	975.10
00/00/0	0154	21.2	39.6	874.6	952.1	38.7	3.80	974.94
00/00/0	0200	18.4	34.0	838.5	914.2	37.9	3.60	974.75
00/00/0	0206	15.6	30.0	798.6	872.5	36.9	3.50	974.53
00/00/0	0212	14.4	27.6	756.5	828.6	36.0	3.30	974.29
00/00/0	0218	13.2	25.6	713.8	784.1	35.2	3.10	974.05
00/00/0	0224	12.4	23.9	670.7	739.4	34.3	2.90	973.80
00/00/0	0224	11.5	22.4	627.6	694.6	33.5	2.70	973.56
00/00/0	0230	10.9	21.3	586.1	650.0	32.0	2.60	973.30
00/00/0	0236	10.4	20.2	546.7	607.4	30.3	2.40	973.05
00/00/0	0242	9.8	19.1	509.7	566.9	28.6	2.20	972.81
00/00/0	0248	9.3	18.2	475.0	528.8	26.9	2.10	972.58
00/00/0	0254	8.9	17.3	441.9	493.2	25.7	1.90	972.37
00/00/0	0300	8.4	16.5	409.9	459.2	24.7	1.80	972.17
00/00/0	0306	8.1	16.2	379.3	426.4	23.6	1.70	971.97
00/00/0	0312	8.1	16.2	351.9	395.5	21.8	1.50	971.77
00/00/0	0318	8.1	16.2	327.8	368.1	20.2	1.40	971.60
00/00/0	0324	8.1	16.2	306.6	344.0	18.7	1.30	971.44
00/00/0	0330	8.1	16.2	288.2	322.8	17.3	1.30	971.31
00/00/0	0336	8.1	16.2	272.3	304.4	16.1	1.20	971.20
00/00/0	0342	8.1	16.2	258.4	288.5	15.0	1.10	971.10
00/00/0	0348	8.1	16.2	246.4	274.6	14.1	1.10	971.01
00/00/0	0354	8.1	16.2	235.9	262.6	13.4	1.00	970.93
00/00/0	0400	8.1	16.2	226.6	252.1	12.7	0.99	970.86
00/00/0	0406	8.1	16.2	218.5	242.8	12.2	0.95	970.79
00/00/0	0412	8.1	16.2	211.4	234.7	11.7	0.92	970.73
00/00/0	0418	8.1	16.2	205.1	227.6	11.2	0.89	970.69
00/00/0	0424	8.1	16.2	199.6	221.3	10.9	0.87	970.64
00/00/0	0430	8.1	16.2	194.8	215.8	10.5	0.85	970.60
00/00/0	0436	8.1	16.2	190.5	211.0	10.2	0.83	970.57
00/00/0	0442	8.1	16.2	186.8	206.7	10.0	0.81	970.54
00/00/0	0448	8.1	16.2	183.5	203.0	9.7	0.80	970.52
00/00/0	0454	8.1	16.2	180.6	199.7	9.5	0.79	970.49
00/00/0	0500	8.1	16.2	178.1	196.8	9.4	0.77	970.47
00/00/0	0506	8.1	16.2	175.9	194.3	9.2	0.76	970.46
00/00/0	0512	8.1	16.2	173.9	192.1	9.1	0.76	970.44
00/00/0	0518	8.1	16.2	172.2	190.1	9.0	0.75	970.43
00/00/0	0524	8.1	16.2	170.7	188.4	8.9	0.74	970.41
00/00/0	0530	8.1	16.2	169.3	186.9	8.8	0.74	970.40
00/00/0	0536	8.1	16.2	168.2	185.5	8.7	0.73	970.39
00/00/0	0542	8.1	16.2	167.1	184.4	8.6	0.73	970.39
00/00/0	0548	8.1	16.2	166.2	183.3	8.6	0.72	970.38
00/00/0	0554	8.1	16.2	165.4	182.4	8.5	0.72	970.37
00/00/0	0500	8.1	16.2	164.7	181.6	8.5	0.72	970.37
00/00/0	0606	8.1	16.2	164.1	180.9	8.4	0.71	970.36
00/00/0	0612	8.1	16.2	163.5	180.3	8.4	0.71	970.36
00/00/0	0618	8.1	16.2	163.0	179.7	8.3	0.71	970.35
00/00/0	0624	8.1	16.2	162.6	179.2	8.3	0.71	970.35
00/00/0	0630	8.1	16.2	162.2	178.8	8.3	0.70	970.35
00/00/0	0636	8.1	16.2	161.9	178.4	8.3	0.70	970.34
00/00/0	0642	8.1	16.2	161.6	178.1	8.2	0.70	970.34
00/00/0	0648	8.1	16.2	161.3	177.8	8.2	0.70	970.34
00/00/0	0654	8.1	16.2	161.1	177.5	8.2	0.70	970.34
00/00/0	0700	8.1	16.2	160.9	177.3	8.2	0.70	970.34
00/00/0	0706	8.1	16.2	160.7	177.1	8.2	0.70	970.34
00/00/0	0712	8.1	16.2	160.6	176.9	8.2	0.70	970.34
00/00/0	0718	8.1	16.2	160.4	176.8	8.2	0.70	970.33
00/00/0	0724	8.1	16.2	160.3	176.6	8.2	0.70	970.33
00/00/0	0730	8.1	16.2	160.2	176.5	8.2	0.70	970.33
00/00/0	0736	8.1	16.2	160.1	176.4	8.1	0.70	970.33
00/00/0	0742	8.1	16.2	160.0	176.3	8.1	0.69	970.33
00/00/0	0748	8.1	16.2	160.0	176.2	8.1	0.69	970.33
00/00/0	0754	8.1	16.2	159.9	176.2	8.1	0.69	970.33
00/00/0	0800	8.1	16.2	159.9	176.1	8.1	0.69	970.33
00/00/0	0806	8.1	16.2	159.8	176.1	8.1	0.69	970.33
00/00/0	0812	8.1	16.2	159.8	176.0	8.1	0.69	970.33
00/00/0	0818	8.1	16.2	159.7	176.0	8.1	0.69	970.33
00/00/0	0824	8.1	16.2	159.7	175.9	8.1	0.69	970.33
00/00/0	0830	8.1	16.2	159.7	175.9	8.1	0.69	970.33

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
1	SCS Runoff Proposed Conditions
2	Reservoir Existing Pond Discharg

Hydrograph Return Period Recap

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

Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)								Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	SCS Runoff	----	21.71	41.07	----	----	88.65	----	----	162.57	Proposed Conditions Existing Pond Discharg
2	Reservoir	1	7.725	13.79	----	----	28.99	----	----	58.71	

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	
New.gpw					Return Period: 1 Year			Thursday, 07 / 11 / 2019		

Hydrograph Report

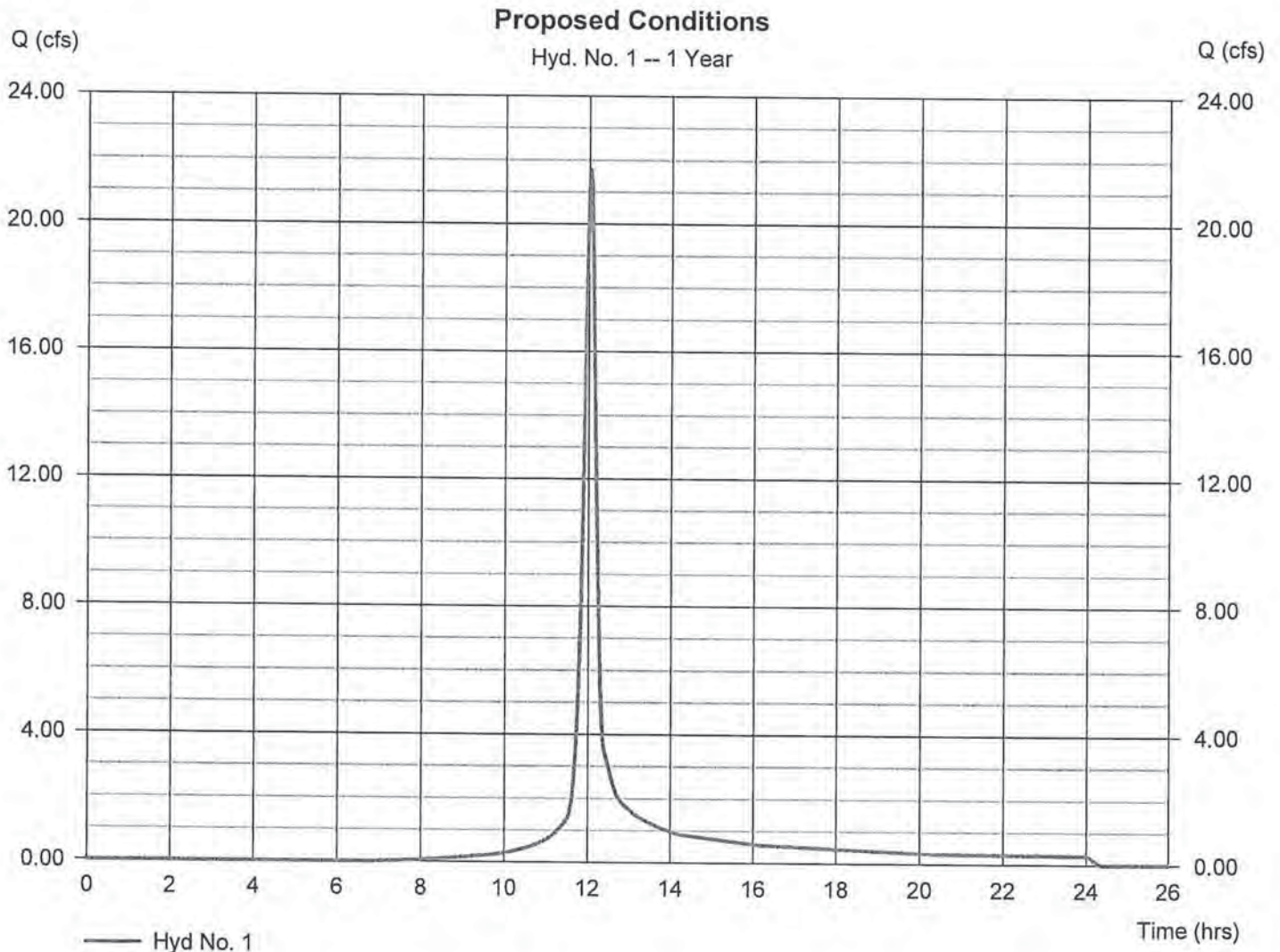
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Thursday, 07 / 11 / 2019

Hyd. No. 1

Proposed Conditions

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



Hydrograph Report

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

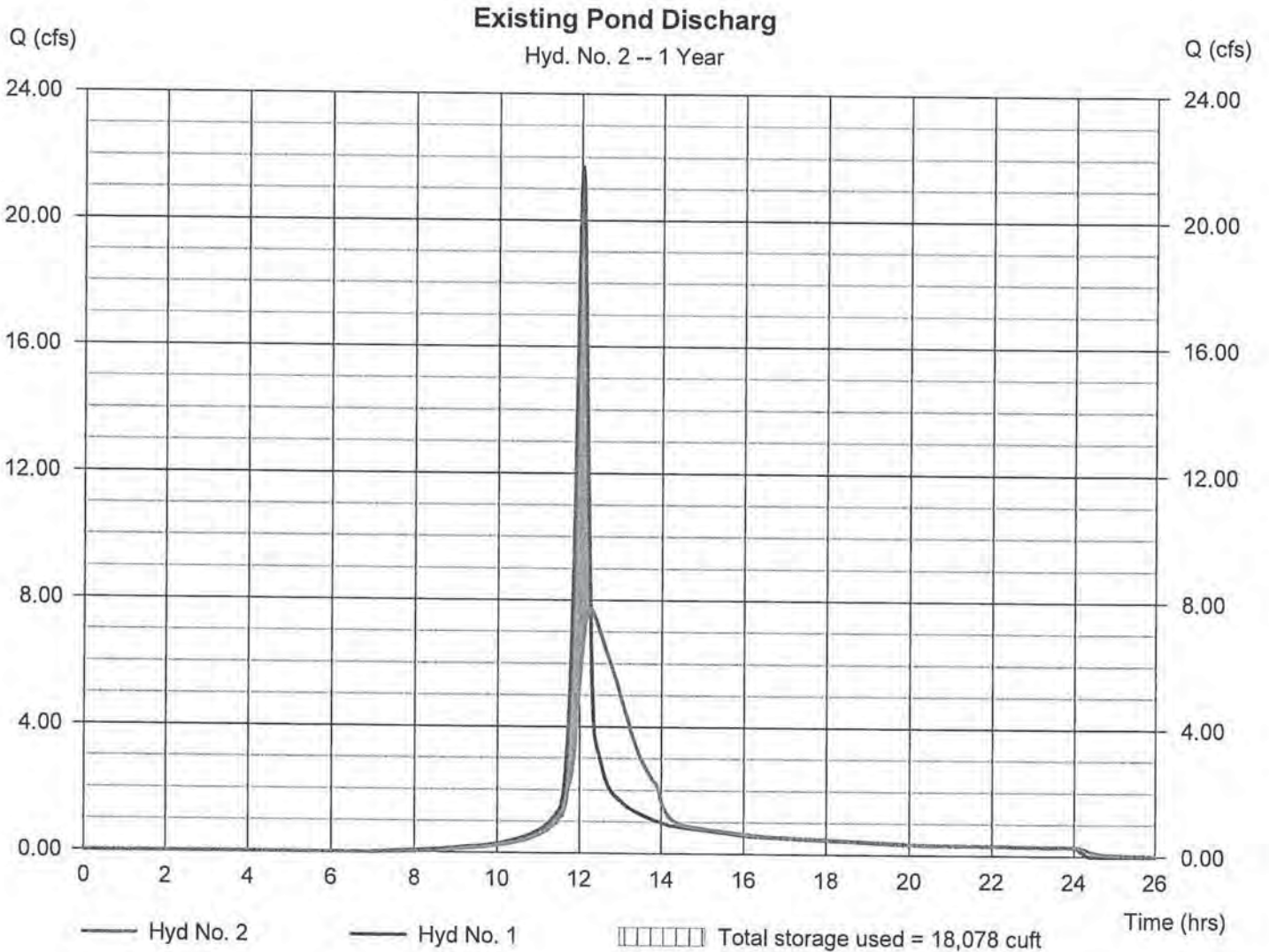
Thursday, 07 / 11 / 2019

Hyd. No. 2

Existing Pond Discharg

Hydrograph type	= Reservoir	Peak discharge	= 7.725 cfs
Storm frequency	= 1 yrs	Time to peak	= 12.27 hrs
Time interval	= 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

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 24.00	0.00	0.00	0.00
Span (in)	= 21.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 1069.00	0.00	0.00	0.00
Length (ft)	= 55.00	0.00	0.00	0.00
Slope (%)	= 0.62	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 15.00	0.00	0.00	0.00
Crest El. (ft)	= 1075.18	0.00	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= Cipitl	—	—	—
Multi-Stage	= No	No	No	No
Exfil.(in/hr)	= 0.000 (by Contour)			
TW Elev. (ft)	= 0.00			

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	Civ 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	—	—	—	—	—	0.347
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	—	—	—	—	—	0.980
0.35	1,167	1069.35	1.24 ic	—	—	—	0.00	—	—	—	—	—	1.236
0.40	1,333	1069.40	1.51 ic	—	—	—	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	—	—	—	—	—	2.431
0.60	3,246	1069.60	2.77 ic	—	—	—	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	—	—	—	0.00	—	—	—	—	—	3.491
0.75	5,615	1069.75	3.87 ic	—	—	—	0.00	—	—	—	—	—	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	—	—	—	—	—	5.176
1.00	9,563	1070.00	5.48 oc	—	—	—	0.00	—	—	—	—	—	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	—	—	—	—	—	6.383
1.20	14,147	1070.20	6.69 oc	—	—	—	0.00	—	—	—	—	—	6.686
1.25	15,293	1070.25	6.99 oc	—	—	—	0.00	—	—	—	—	—	6.989
1.30	16,439	1070.30	7.29 oc	—	—	—	0.00	—	—	—	—	—	7.292
1.35	17,585	1070.35	7.59 oc	—	—	—	0.00	—	—	—	—	—	7.595

Continues on next page...

Existing Detention Basin

Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	Civ A cfs	Civ 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
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	22,220	1070.55	8.81 oc	---	---	---	0.00	---	---	---	---	---	8.805
1.60	23,417	1070.60	9.11 oc	---	---	---	0.00	---	---	---	---	---	9.109
1.65	24,614	1070.65	9.41 oc	---	---	---	0.00	---	---	---	---	---	9.412
1.70	25,811	1070.70	9.72 oc	---	---	---	0.00	---	---	---	---	---	9.716
1.75	27,008	1070.75	10.02 oc	---	---	---	0.00	---	---	---	---	---	10.02
1.80	28,205	1070.80	10.32 oc	---	---	---	0.00	---	---	---	---	---	10.32
1.85	29,403	1070.85	10.63 oc	---	---	---	0.00	---	---	---	---	---	10.63
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	32,994	1071.00	10.95 oc	---	---	---	0.00	---	---	---	---	---	10.95
2.05	34,243	1071.05	11.73 oc	---	---	---	0.00	---	---	---	---	---	11.73
2.10	35,492	1071.10	12.46 oc	---	---	---	0.00	---	---	---	---	---	12.46
2.15	36,741	1071.15	13.14 oc	---	---	---	0.00	---	---	---	---	---	13.14
2.20	37,989	1071.20	13.80 oc	---	---	---	0.00	---	---	---	---	---	13.80
2.25	39,238	1071.25	14.42 oc	---	---	---	0.00	---	---	---	---	---	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	42,985	1071.40	16.15 oc	---	---	---	0.00	---	---	---	---	---	16.15
2.45	44,234	1071.45	16.68 oc	---	---	---	0.00	---	---	---	---	---	16.68
2.50	45,483	1071.50	17.20 oc	---	---	---	0.00	---	---	---	---	---	17.20
2.55	46,784	1071.55	17.70 oc	---	---	---	0.00	---	---	---	---	---	17.70
2.60	48,086	1071.60	18.19 oc	---	---	---	0.00	---	---	---	---	---	18.19
2.65	49,387	1071.65	18.67 oc	---	---	---	0.00	---	---	---	---	---	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	54,593	1071.85	20.47 oc	---	---	---	0.00	---	---	---	---	---	20.47
2.90	55,894	1071.90	20.90 oc	---	---	---	0.00	---	---	---	---	---	20.90
2.95	57,195	1071.95	21.31 oc	---	---	---	0.00	---	---	---	---	---	21.31
3.00	58,497	1072.00	21.72 oc	---	---	---	0.00	---	---	---	---	---	21.72
3.05	59,851	1072.05	22.12 oc	---	---	---	0.00	---	---	---	---	---	22.12
3.10	61,206	1072.10	22.51 oc	---	---	---	0.00	---	---	---	---	---	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	65,269	1072.25	23.66 oc	---	---	---	0.00	---	---	---	---	---	23.66
3.30	66,624	1072.30	24.03 oc	---	---	---	0.00	---	---	---	---	---	24.03
3.35	67,979	1072.35	24.39 oc	---	---	---	0.00	---	---	---	---	---	24.39
3.40	69,333	1072.40	24.75 oc	---	---	---	0.00	---	---	---	---	---	24.75
3.45	70,688	1072.45	25.10 oc	---	---	---	0.00	---	---	---	---	---	25.10
3.50	72,042	1072.50	25.45 oc	---	---	---	0.00	---	---	---	---	---	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	77,676	1072.70	26.79 oc	---	---	---	0.00	---	---	---	---	---	26.79
3.75	79,084	1072.75	27.12 oc	---	---	---	0.00	---	---	---	---	---	27.12
3.80	80,493	1072.80	27.44 oc	---	---	---	0.00	---	---	---	---	---	27.44
3.85	81,901	1072.85	27.76 oc	---	---	---	0.00	---	---	---	---	---	27.76
3.90	83,309	1072.90	28.08 oc	---	---	---	0.00	---	---	---	---	---	28.08
3.95	84,718	1072.95	28.39 oc	---	---	---	0.00	---	---	---	---	---	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	90,515	1073.15	29.60 oc	---	---	---	0.00	---	---	---	---	---	29.60
4.20	91,978	1073.20	29.90 oc	---	---	---	0.00	---	---	---	---	---	29.90
4.25	93,441	1073.25	30.19 oc	---	---	---	0.00	---	---	---	---	---	30.19
4.30	94,904	1073.30	30.48 oc	---	---	---	0.00	---	---	---	---	---	30.48
4.35	96,367	1073.35	30.77 oc	---	---	---	0.00	---	---	---	---	---	30.77
4.40	97,830	1073.40	31.05 oc	---	---	---	0.00	---	---	---	---	---	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	103,792	1073.60	31.98 ic	---	---	---	0.00	---	---	---	---	---	31.98
4.65	105,310	1073.65	32.20 ic	---	---	---	0.00	---	---	---	---	---	32.20
4.70	106,828	1073.70	32.42 ic	---	---	---	0.00	---	---	---	---	---	32.42
4.75	108,346	1073.75	32.64 ic	---	---	---	0.00	---	---	---	---	---	32.64
4.80	109,864	1073.80	32.85 ic	---	---	---	0.00	---	---	---	---	---	32.85
4.85	111,382	1073.85	33.07 ic	---	---	---	0.00	---	---	---	---	---	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	Clv A cfs	Clv 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
5.00	115,937	1074.00	33.70 ic	---	---	---	0.00	---	---	---	---	---	33.70
5.05	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	---	---	---	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	---	---	---	---	---	34.95
5.35	126,955	1074.35	35.15 ic	---	---	---	0.00	---	---	---	---	---	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	---	---	---	0.00	---	---	---	---	---	35.95
5.60	134,938	1074.60	36.14 ic	---	---	---	0.00	---	---	---	---	---	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	---	---	---	---	---	36.73
5.80	141,461	1074.80	36.92 ic	---	---	---	0.00	---	---	---	---	---	36.92
5.85	143,091	1074.85	37.11 ic	---	---	---	0.00	---	---	---	---	---	37.11
5.90	144,722	1074.90	37.31 ic	---	---	---	0.00	---	---	---	---	---	37.31
5.95	146,353	1074.95	37.50 ic	---	---	---	0.00	---	---	---	---	---	37.50
6.00	147,983	1075.00	37.68 ic	---	---	---	0.00	---	---	---	---	---	37.68
6.05	149,614	1075.05	37.87 ic	---	---	---	0.00	---	---	---	---	---	37.87
6.10	151,244	1075.10	38.06 ic	---	---	---	0.00	---	---	---	---	---	38.06
6.15	152,874	1075.15	38.24 ic	---	---	---	0.00	---	---	---	---	---	38.24
6.20	154,504	1075.20	38.43 ic	---	---	---	0.14	---	---	---	---	---	38.57
6.25	156,134	1075.25	38.61 ic	---	---	---	0.93	---	---	---	---	---	39.54
6.30	157,764	1075.30	38.80 ic	---	---	---	2.08	---	---	---	---	---	40.88
6.35	159,394	1075.35	38.98 ic	---	---	---	3.51	---	---	---	---	---	42.49
6.40	161,024	1075.40	39.16 ic	---	---	---	5.17	---	---	---	---	---	44.33
6.45	162,654	1075.45	39.34 ic	---	---	---	7.02	---	---	---	---	---	46.37
6.50	164,284	1075.50	39.52 ic	---	---	---	9.04	---	---	---	---	---	48.56
6.55	165,914	1075.55	39.70 ic	---	---	---	11.24	---	---	---	---	---	50.94
6.60	167,544	1075.60	39.88 ic	---	---	---	13.60	---	---	---	---	---	53.48
6.65	169,174	1075.65	40.06 ic	---	---	---	16.10	---	---	---	---	---	56.16
6.70	170,804	1075.70	40.24 ic	---	---	---	18.74	---	---	---	---	---	58.97
6.75	172,434	1075.75	40.41 ic	---	---	---	21.51	---	---	---	---	---	61.92
6.80	174,064	1075.80	40.59 ic	---	---	---	24.40	---	---	---	---	---	64.99
6.85	175,694	1075.85	40.76 ic	---	---	---	27.41	---	---	---	---	---	68.17
6.90	177,324	1075.90	40.94 ic	---	---	---	30.54	---	---	---	---	---	71.47
6.95	178,954	1075.95	41.11 ic	---	---	---	33.78	---	---	---	---	---	74.88
7.00	180,584	1076.00	41.28 ic	---	---	---	37.09	---	---	---	---	---	78.37

...End

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	41.07	2	722	117,755	---	---	---	Proposed Conditions	
2	Reservoir	13.79	2	736	117,753	1	1071.20	37,971	Existing Pond Discharg	
New.gpw					Return Period: 2 Year			Thursday, 07 / 11 / 2019		

Hydrograph Report

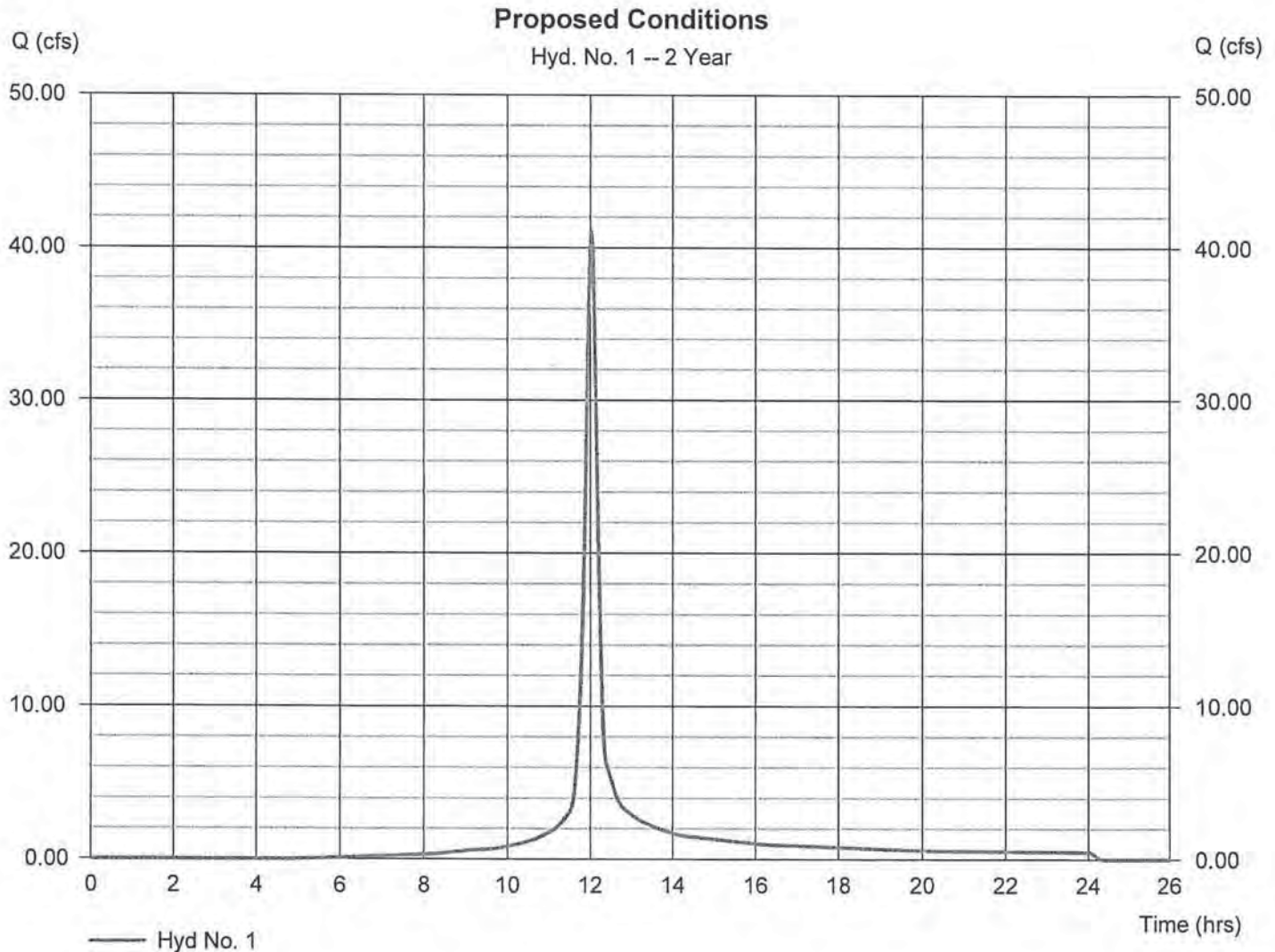
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Thursday, 07 / 11 / 2019

Hyd. No. 1

Proposed Conditions

Hydrograph type	= SCS Runoff	Peak discharge	= 41.07 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.03 hrs
Time interval	= 2 min	Hyd. volume	= 117,755 cuft
Drainage area	= 21.000 ac	Curve number	= 94
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 15.00 min
Total precip.	= 2.20 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

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

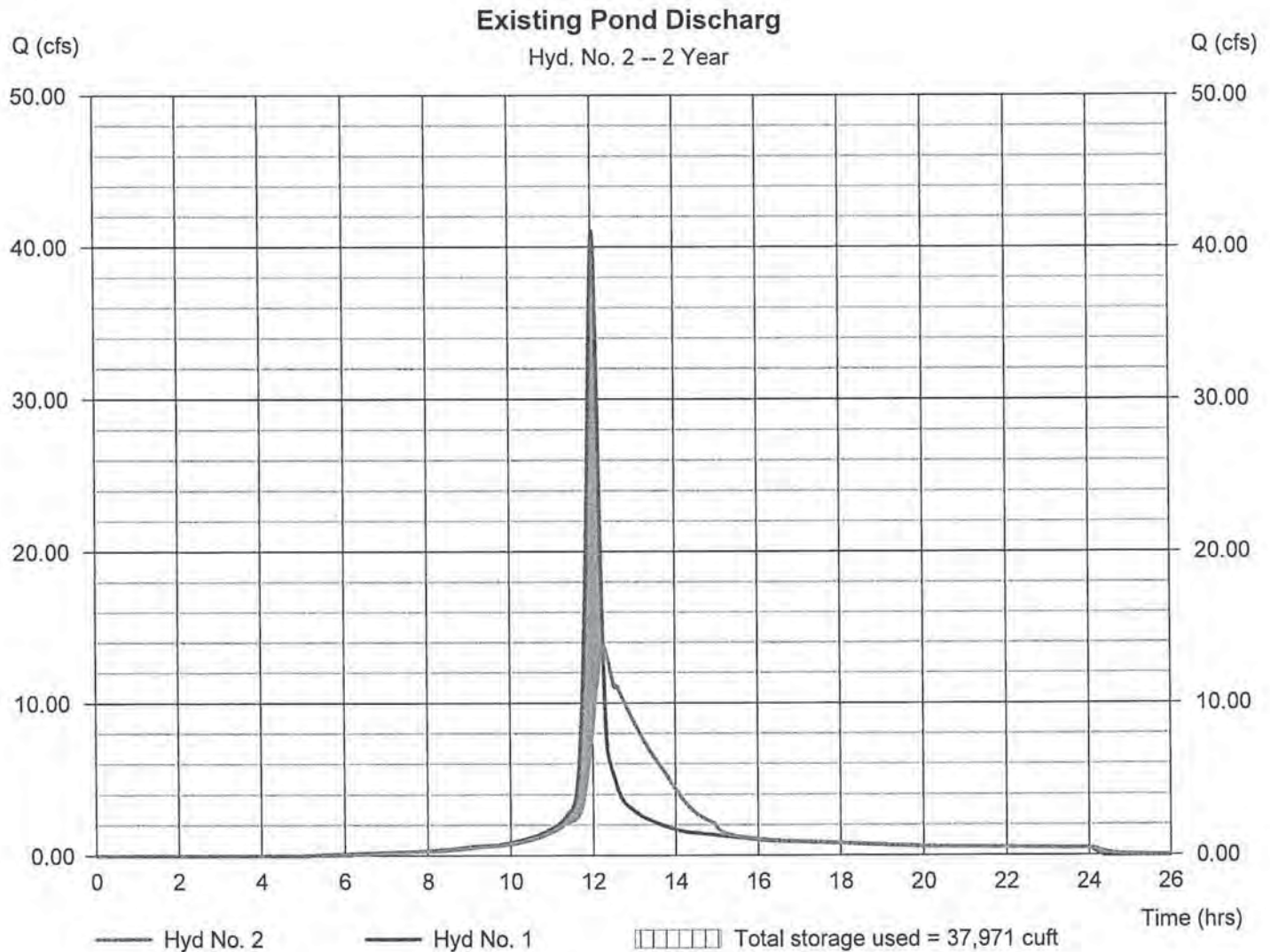
Thursday, 07 / 11 / 2019

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.



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	88.65	2	722	265,310	-----	-----	-----	Proposed Conditions	
2	Reservoir	28.99	2	736	265,307	1	1073.05	87,546	Existing Pond Discharg	
New.gpw					Return Period: 10 Year			Thursday, 07 / 11 / 2019		

Hydrograph Report

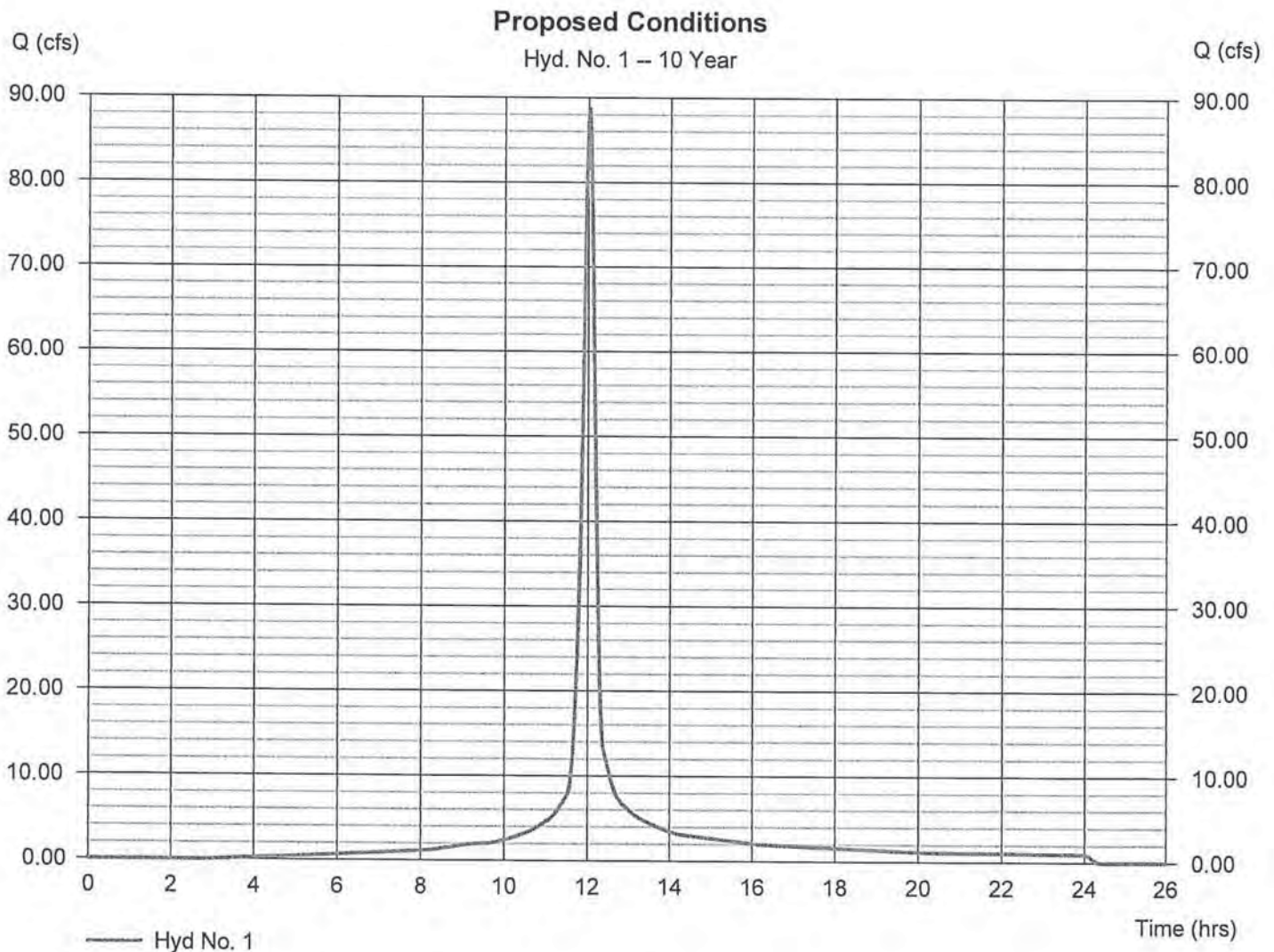
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Thursday, 07 / 11 / 2019

Hyd. No. 1

Proposed Conditions

Hydrograph type	= SCS Runoff	Peak discharge	= 88.65 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.03 hrs
Time interval	= 2 min	Hyd. volume	= 265,310 cuft
Drainage area	= 21.000 ac	Curve number	= 94
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 15.00 min
Total precip.	= 4.25 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

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

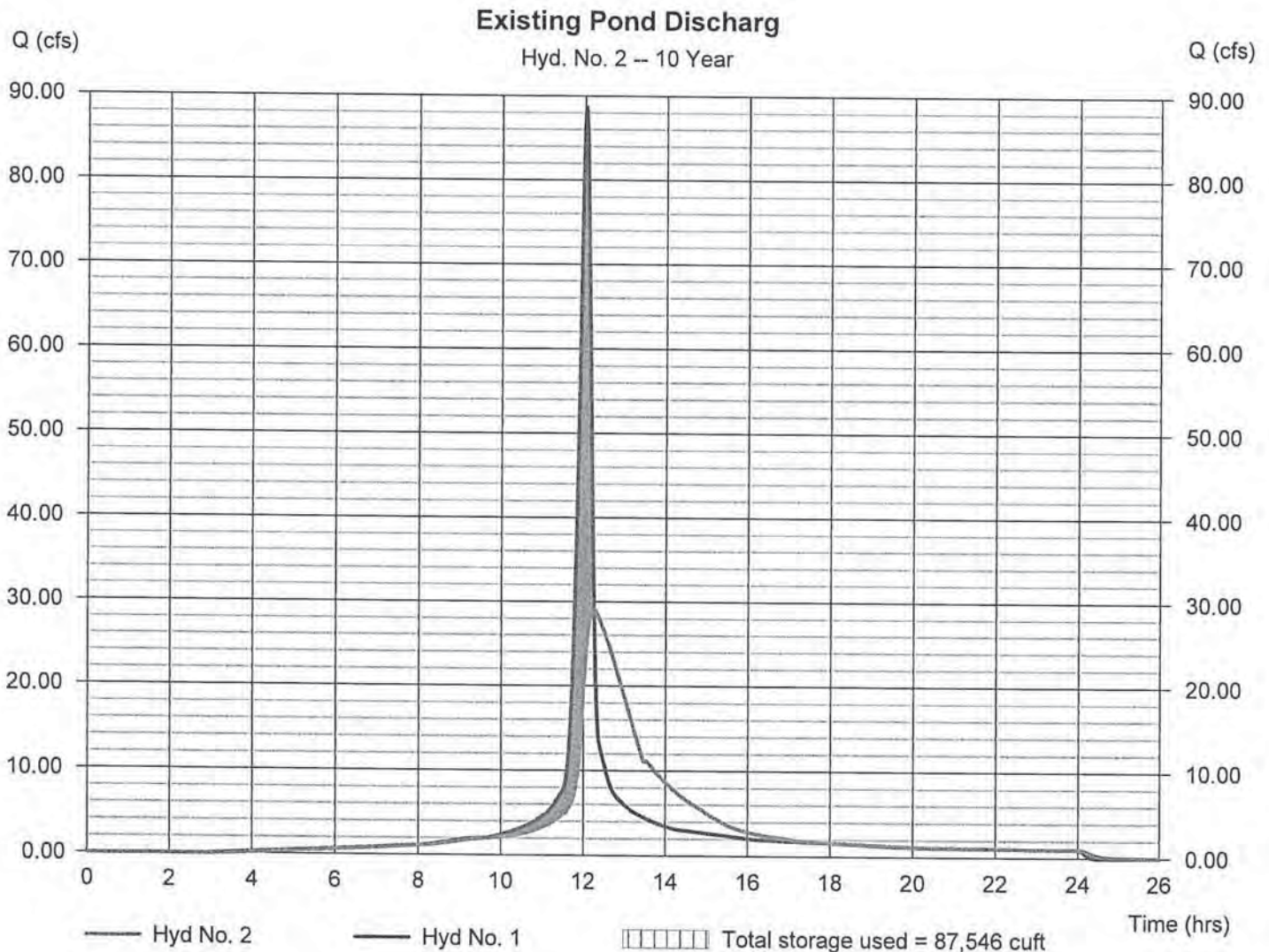
Thursday, 07 / 11 / 2019

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.



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	162.57	2	722	504,283	----	----	----	Proposed Conditions	
2	Reservoir	58.71	2	734	504,280	1	1075.70	171,685	Existing Pond Discharg	
New.gpw					Return Period: 100 Year			Thursday, 07 / 11 / 2019		

Hydrograph Report

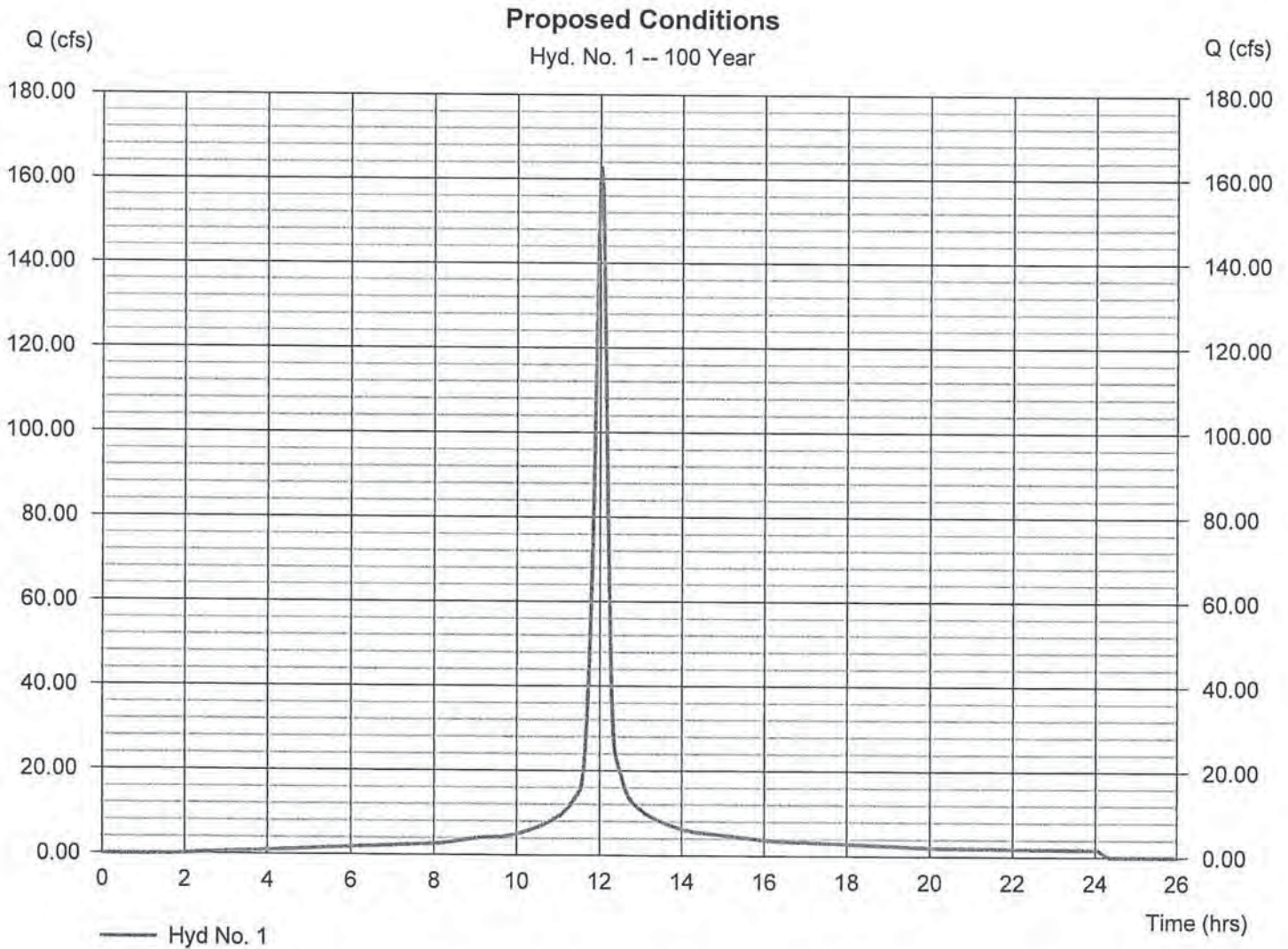
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Thursday, 07 / 11 / 2019

Hyd. No. 1

Proposed Conditions

Hydrograph type	= SCS Runoff	Peak discharge	= 162.57 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.03 hrs
Time interval	= 2 min	Hyd. volume	= 504,283 cuft
Drainage area	= 21.000 ac	Curve number	= 94
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 15.00 min
Total precip.	= 7.50 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

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

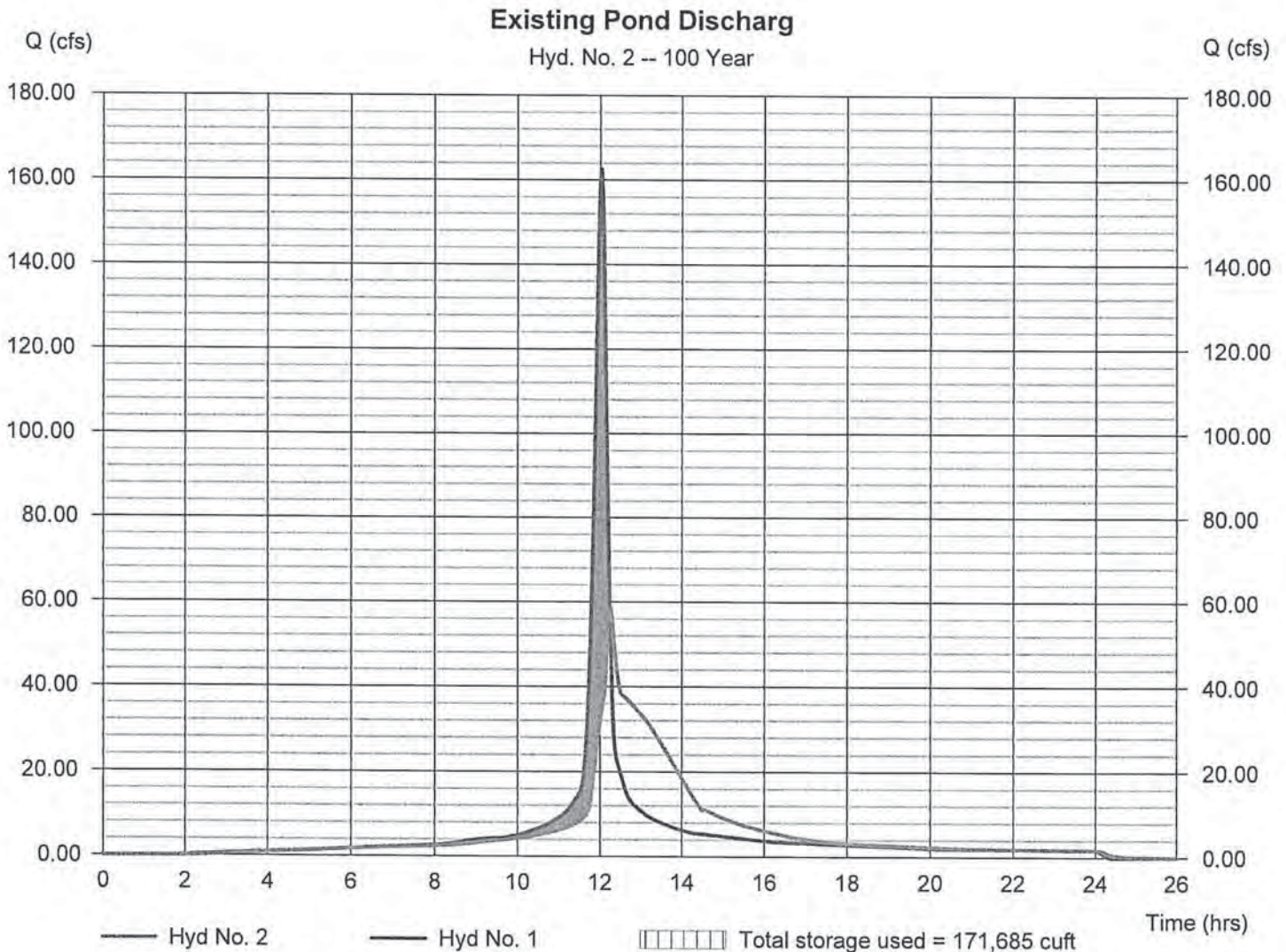
Thursday, 07 / 11 / 2019

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	= 2 min	Hyd. volume	= 504,280 cuft
Inflow hyd. No.	= 1 - Proposed Conditions	Max. Elevation	= 1075.70 ft
Reservoir name	= Existing Detention Basin	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 (Yrs)	Intensity-Duration-Frequency Equation Coefficients (FHA)			
	B	D	E	(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 Period (Yrs)	Intensity Values (in/hr)											
	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

Storm Distribution	Rainfall Precipitation Table (in)							
	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

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

Thursday, 07 / 11 / 2019

Watershed Model Schematic.....	1
Hydrograph Return Period Recap.....	2
1 - Year	
Summary Report.....	3
Hydrograph Reports.....	4
Hydrograph No. 1, SCS Runoff, Proposed Conditions.....	4
Hydrograph No. 2, Reservoir, Existing Pond Discharg.....	5
Pond Report - Existing Detention Basin.....	6
2 - Year	
Summary Report.....	9
Hydrograph Reports.....	10
Hydrograph No. 1, SCS Runoff, Proposed Conditions.....	10
Hydrograph No. 2, Reservoir, Existing Pond Discharg.....	11
10 - Year	
Summary Report.....	12
Hydrograph Reports.....	13
Hydrograph No. 1, SCS Runoff, Proposed Conditions.....	13
Hydrograph No. 2, Reservoir, Existing Pond Discharg.....	14
100 - Year	
Summary Report.....	15
Hydrograph Reports.....	16
Hydrograph No. 1, SCS Runoff, Proposed Conditions.....	16
Hydrograph No. 2, Reservoir, Existing Pond Discharg.....	17
IDF Report.....	18



David Gress <dgress@raymore.com>

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](#)

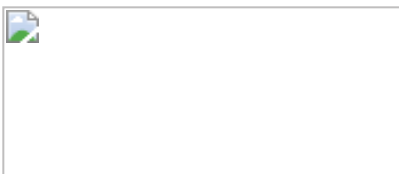
David Gress <dgress@raymore.com>
To: Lois Grammer <loisaz@hotmail.com>

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



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

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

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]



David Gress <dgress@raymore.com>

Rezoning & Multi Family Housing

2 messages

Brandy Hammack <brandyhammack@gmail.com>
To: dgress@raymore.com

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>
To: Brandy Hammack <brandyhammack@gmail.com>

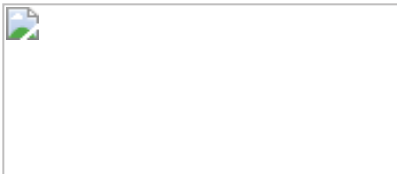
Thu, Jun 20, 2019 at 8:05 AM

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



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

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



David Gress <dgress@raymore.com>

PUD Questions

9 messages

Brian Ahern <bahern71@yahoo.com>
To: "dgress@raymore.com" <dgress@raymore.com>

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.

3. Page 26 states... 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 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 <bahern71@yahoo.com>
Cc: 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



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

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

Gregory Rokos <grokos@raymore.com>
To: Brian Ahern <bahern71@yahoo.com>
Cc: 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 Ill 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.

Brian

[Quoted text hidden]

Brian Ahern <bahern71@yahoo.com>
To: Gregory Rokos <grokos@raymore.com>
Cc: David Gress <dgress@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 Ill 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.

Brian

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

[Quoted text hidden]

Gregory Rokos <grokos@raymore.com>
To: Brian Ahern <bahern71@yahoo.com>
Cc: David Gress <dgress@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>
To: Gregory Rokos <grokos@raymore.com>
Cc: David Gress <dgress@raymore.com>

Tue, Jun 25, 2019 at 10:57 AM

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]

Gregory Rokos <grokos@raymore.com>
To: Brian Ahern <bahern71@yahoo.com>
Cc: David Gress <dgress@raymore.com>

Tue, Jun 25, 2019 at 11:49 AM

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

day. This also does not account for trips to Pricechopper for people who are not using Pricechopper but the bank, 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]



David Gress <dgress@raymore.com>

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 initiatives 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 <brocktsaraht@gmail.com>

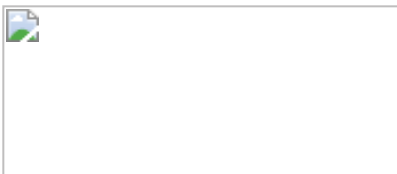
Wed, Jun 19, 2019 at 8:29 AM

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



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

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



David Gress <dgress@raymore.com>

Townhouses

2 messages

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

Wed, Jun 19, 2019 at 8:24 AM

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>

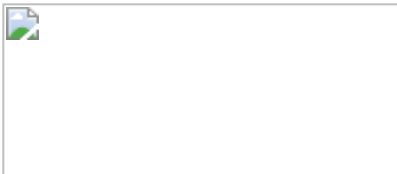
Wed, Jun 19, 2019 at 8:29 AM

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



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

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



David Gress <dgress@raymore.com>

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.

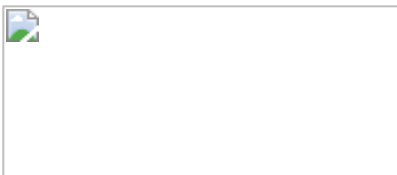
To speak to one of your questions, although not directly related to the rezoning, our Public Works department is proposing to resurface Sunset Lane, from 58 highway to Lucy Webb, as well as Pine Street, between Sunset and Park this year as part of their annual street preservation program. Those projects 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



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

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



David Gress <dgress@raymore.com>

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



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

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



David Gress <dgress@raymore.com>

Zoning behind fire station

2 messages

Linda Ewing <lindaewing48@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

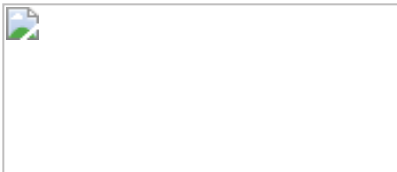
Ms. Ewing - Thank you for sharing your concerns. I will ensure these are shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd to voice your concerns.

Have a great day!

[Quoted text hidden]

--

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



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

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



David Gress <dgress@raymore.com>

Multi family housing

2 messages

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

Wed, Jun 19, 2019 at 1:35 PM

Please 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>

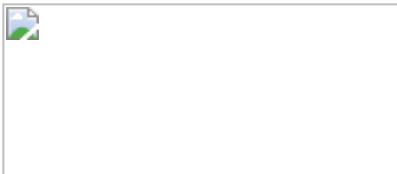
Wed, Jun 19, 2019 at 1:36 PM

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

[Quoted text hidden]

--

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



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

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



David Gress <dgress@raymore.com>

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



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

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



David Gress <dgress@raymore.com>

Please no more rental townhomes or apartments in Raymore. Thank you!

2 messages

Pennie Brown <plbrown5118@att.net>
To: dgress@raymore.com

Wed, Jun 19, 2019 at 8:04 AM

Sent from my iPhone

David Gress <dgress@raymore.com>
To: Pennie Brown <plbrown5118@att.net>

Wed, Jun 19, 2019 at 8:29 AM

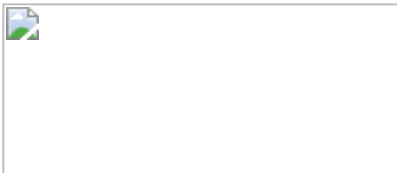
Ms. Brown - Thank you for sharing your concerns. I will ensure these are shared with the Planning and Zoning Commission and City Council members.

Thanks,

On Wed, Jun 19, 2019 at 8:04 AM Pennie Brown <plbrown5118@att.net> wrote:

Sent from my iPhone

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



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

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



David Gress <dgress@raymore.com>

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.

Help us ensure we are providing the best possible customer service by completing a brief anonymous survey at:
<https://www.surveymonkey.com/s/raymorecustomerservicesurvey>

*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

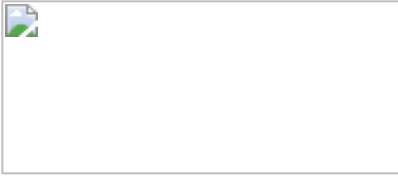
David Gress <dgress@raymore.com>
To: Jim Cadoret <jcadoret@raymore.com>

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



[Quoted text hidden]



David Gress <dgress@raymore.com>

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



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



David Gress <dgress@raymore.com>

(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 need is more businesses & better restaurants like Red Lobster, Olive Garden, Famous Dave's BBQ

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



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

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



David Gress <dgress@raymore.com>

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



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

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



David Gress <dgress@raymore.com>

Conway townhome project.

3 messages

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

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.

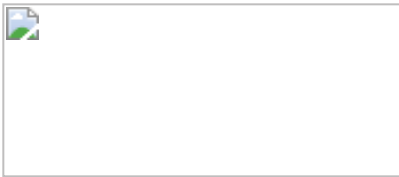
The project has been delayed slightly at the applicant's request, but I encourage you to attend the Planning Commission meeting once it is scheduled.

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



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

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]



David Gress <dgress@raymore.com>

New townhomes!!

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>
To: Charles Campbell <charlescampbell1@yahoo.com>

Fri, Jun 21, 2019 at 12:40 PM

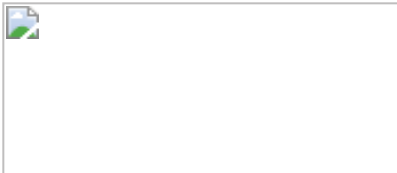
Chuck - Thank you for sharing your support. I will ensure this is shared with our Planning Commission and City Council Members.

Have a great day!

[Quoted text hidden]

--

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



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

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



David Gress <dgress@raymore.com>

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>
To: Demetric Mariner <demetricmariner@gmail.com>

Fri, Jun 21, 2019 at 12:41 PM

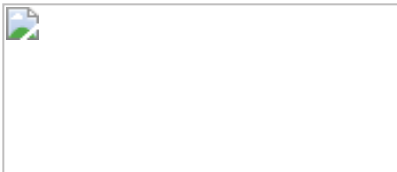
Mr. Mariner - Thank you for sharing your support. I will ensure this is shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd (7:00pm) to voice your support.

Have a great day!

[Quoted text hidden]

--

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



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

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



David Gress <dgress@raymore.com>

Raymore homes proposal.

2 messages

Jake Carlsen <jakecarlsen224@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>
To: Jake Carlsen <jakecarlsen224@gmail.com>
Cc: Andrew T Mackey <Mackeyandy@gmail.com>

Fri, Jun 21, 2019 at 2:05 PM

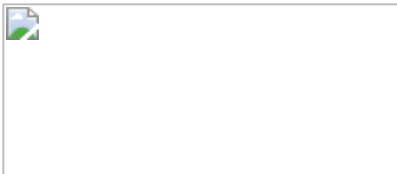
Jake - Thank you for sharing your support. I will make sure that this is shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd (7:00pm) to voice your support.

Have a nice weekend!

[Quoted text hidden]

--

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



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

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



David Gress <dgress@raymore.com>

Support & Progress for Raymore

2 messages

Jerad Henkel <jerad.henkel@gmail.com>
To: Dgress@raymore.com

Fri, Jun 21, 2019 at 1:14 PM

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



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

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



David Gress <dgress@raymore.com>

Conway Project

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

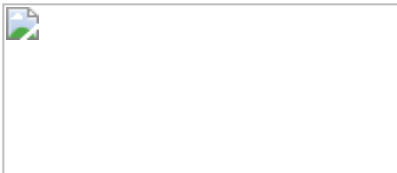
Mr. Yeates - Thank you for sharing your support. I will ensure that this is shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd (7:00pm) to voice your support.

Have a good weekend.

[Quoted text hidden]

--

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



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

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



David Gress <dgress@raymore.com>

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

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



BUSINESS INSURANCE | LIFE | DISABILITY

Federated Mutual Insurance Company • Federated Service Insurance Company*
Federated Life Insurance Company • Federated Reserve Insurance Company* • Granite Re, Inc.**

*Not licensed in all states. †Granite Re, Inc. conducts business in California as Granite Surety Insurance Company.

This e-mail message and any attachments are confidential and meant for the exclusive use of the intended recipient or addressee. This message and any attachments, including any secure communications or attachments, are subject to monitoring or decryption by Federated or its agents. The message may also contain protected health information or personally identifiable information, both protected by state and federal law. PLEASE NOTE: The misuse of protected health information could subject you to civil or criminal penalties. If you have received this communication in error, please do not read it and notify the sender immediately by reply e-mail at the address above and permanently delete/destroy all copies of the message and all attachments. Any review, dissemination, distribution or copying of this message by any person other than the intended recipient(s) or their authorized agents is strictly prohibited. Thank you
To opt-out of future marketing communications, please reply [here](#).

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.

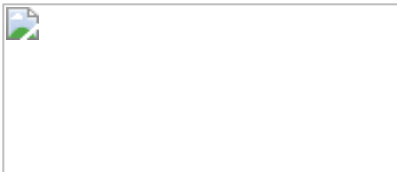
If you would like to receive a notification when this project moves forward, please visit <http://bit.ly/2ZORHKB>

If you have any questions, please let me know!

[Quoted text hidden]

--

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



Help us ensure we are providing the best possible customer service by completing a brief anonymous survey
at: <https://www.surveymonkey.com/s/raymorecustomerservicesurvey>



David Gress <dgress@raymore.com>

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>

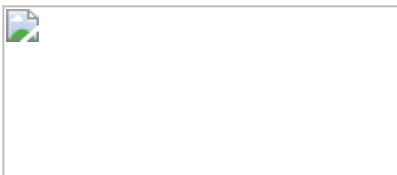
Fri, Jun 21, 2019 at 2:09 PM

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



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

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



David Gress <dgress@raymore.com>

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>

Fri, Jun 21, 2019 at 10:56 AM

To: Shawn Loveland <shawnloveland.it@gmail.com>

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

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]

--

David Gress | Associate Planner

City of Raymore | 100 Municipal Circle

(816) 892-3015 | dgress@raymore.com



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

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



David Gress <dgress@raymore.com>

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

Fri, Jun 21, 2019 at 11:17 AM

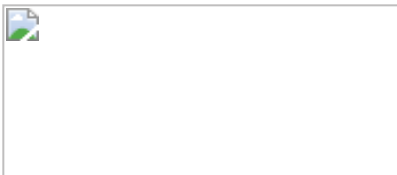
Good morning, Mrs. Mariner - Thank you for sharing your support. I will ensure that this is shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd (7:00pm) to voice your support.

Have a great day!

[Quoted text hidden]

--

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



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

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



David Gress <dgress@raymore.com>

New Apartment community

2 messages

Tori Anderson <andertori@gmail.com>
To: "dgress@raymore.com" <dgress@raymore.com>

Fri, Jun 21, 2019 at 10:04 AM

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>
To: Tori Anderson <andertori@gmail.com>

Fri, Jun 21, 2019 at 10:07 AM

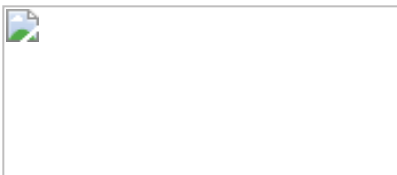
Ms. Anderson - Thank you for sharing your support. I will ensure that this is shared with our Planning Commission and City Council members. I encourage you to attend the Planning Commission meeting on July 2nd (7:00pm) to voice your support.

Have a great day!

[Quoted text hidden]

--

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



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

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

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.

SUNSET PLAZA P.U.D.

LOTS 99, 100, 101, 108, 109, 110, AND PART OF 106 TOWN CENTER 4TH PLAT
LOCATED IN THE
NE 1/4, SEC 16, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI

LOT NO. / BUILDING NO.	FRONT YARD SETBACK (FEET)	REAR YARD SETBACK (FEET)	LEFT SIDE YARD SETBACK (FEET)	RIGHT SIDE YARD SETBACK (FEET)	LOT AREA (SQ. FT.)	EXP. COV. COVERAGE (%)
1	30	30	10	10	26,293	12
2	30	30	7.5	10	14,620	27
3	30	23	10	15	11,423	27
4	30	30	15	8	11,717	35
5	30	30	9	9	10,029	35
6	30	30	9	10	12,143	35
7	30	28	10	10	15,125	40
8	30	20	10	15	16,291	34
9	30	10	15	10	24,029	34
10	30	28	10	10	11,174	36
11	30	28	10	10	13,200	36
12	30	30	10	15	27,237	29
13	30	30	10	15	27,237	29

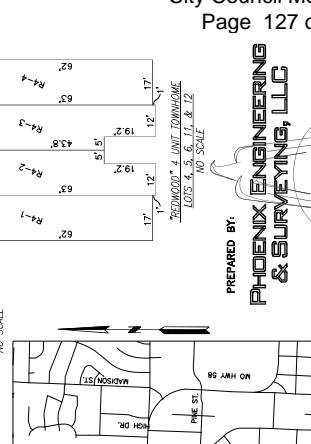
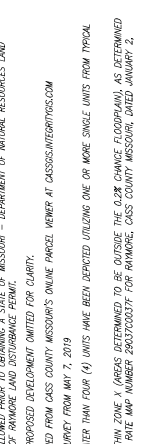
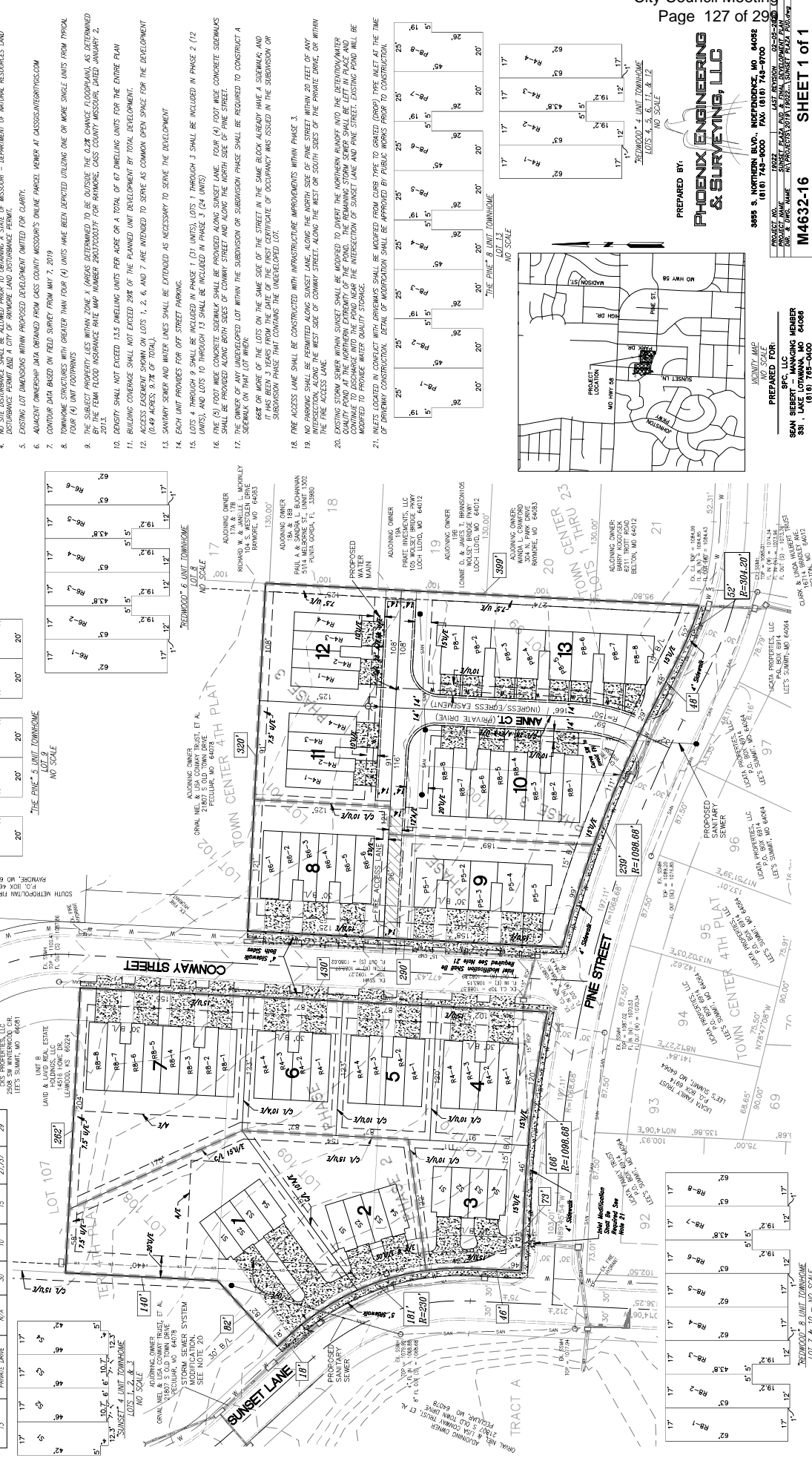
LOT 103, TOWN CENTER 4TH PLAT
D.B.A. SORESH, DEAN CAR WASH
11970 BIRMAN DR., STE 250
ST. LOUIS, MO 63146

ADJOINING OWNER
UNIT A, B, C AND REMAINDER
SUNSET PLAZA P.U.D.
CRS PROPERTIES, LLC
LET'S SUMMIT, MD 64081

LEGAL DESCRIPTION: LOTS 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, SAND TOWN CENTER 4TH PLAT, THENCE N078°13'17"W 116.27 FT. TO THE EAST LINE OF SAID LOT 106, BEING A PART OF LOT 106, THENCE S00°00'00"W 116.27 FT. TO THE INTERSECTION OF THE EAST LINE OF SAID LOT 106 WITH THE SUNSET LANE, AS DESIGNATED IN SAID TOWN CENTER 4TH PLAT; THENCE S47°12'29"E ON SAID RIGHT OF WAY LINE, 17.82 FEET TO A POINT OF CURVATURE, THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT ON SAID RIGHT OF WAY LINE, AN ARC LENGTH OF 73.23 FEET TO THE POINT OF BEGINNING, CONTAINING 5.044 ACRES MORE OR LESS.

GENERAL NOTES:

- MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE CITY OF RAYMORE'S CODES AND SPECIFICATIONS.
- STORM WATER DETENTION HAS BEEN PROVIDED BY MEANS OF A REGIONAL DETENTION FACILITY LOCATED IN TRACT A - TOWN CENTER 4TH PLAT.
- A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) WILL BE PREPARED FOR THIS PROJECT. OWNER/BUILDER SHALL COMPLY WITH REQUIREMENTS SET FORTH IN THE SWPPP.
- NO SITE DISTURBANCE SHALL BE ALLOWED PRIOR TO OBTAINING A STATE OF MISSOURI - DEPARTMENT OF NATURAL RESOURCES LAND ACQUISITION PERMIT AND A CITY OF RAYMORE LAND ACQUISITION PERMIT.
- EXISTING LOT DIMENSIONS WITHIN PROPOSED DEVELOPMENT LIMITED FOR CLARITY.
- ADVANCED OWNERSHIP DATA OBTAINED FROM CASS COUNTY MISSOURI'S ONLINE PARCEL VIEWER AT CASSCOUNTYMISSOURI.COM
- CONTOUR DATA BASED ON FIELD SURVEY FROM MAY 7, 2019.
- TOWNSHIP STRUCTURES WITH GREATER THAN FOUR (4) UNITS HAVE BEEN DEPICTED UTILIZING ONE OR MORE SINGLE UNITS FROM TYPICAL FOUR (4) UNIT FOOTPRINTS.
- THE SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE OLDR CHANGE FLOODPLAIN), AS DETERMINED BY THE FEMA FLOOD INSURANCE RATE MAP NUMBER 840370037R FOR RAYMORE, CASS COUNTY MISSOURI, DATED JANUARY 2, 2015.
- DENSITY SHALL NOT EXCEED 13.5 DWELLING UNITS PER ACRE OR A TOTAL OF 67 DWELLING UNITS FOR THE ENTIRE PLAN.
- BUILDING COVERAGE SHALL NOT EXCEED 28% OF THE PLANNED UNIT DEVELOPMENT BY TOTAL DEVELOPMENT.
- ACCESS EASEMENT SHOWN ON LOTS 1, 2, 6, AND 7 ARE INTENDED TO SERVE AS COMMON OPEN SPACE FOR THE DEVELOPMENT (0.49 ACRES, 9.2% OF TOTAL).
- SANITARY SEWER AND WATER LINES SHALL BE EXTENDED AS NECESSARY TO SERVE THE DEVELOPMENT.
- EACH UNIT PROVIDES FOR OFF STREET PARKING.
- LOTS 4 THROUGH 9 SHALL BE INCLUDED IN PHASE 1 (31 UNITS), LOTS 1 THROUGH 3 SHALL BE INCLUDED IN PHASE 2 (12 UNITS), AND LOTS 10 THROUGH 13 SHALL BE INCLUDED IN PHASE 3 (24 UNITS).
- FIVE (5) FOOT FOOT CONCRETE SIDEWALK SHALL BE PROVIDED ALONG SUNSET LANE. FOUR (4) FOOT WIDE CONCRETE SIDEWALKS SHALL BE PROVIDED ALONG BOTH SIDES OF CONWAY STREET AND ALONG THE NORTH SIDE OF PINE STREET.
- THE OWNER OF ANY UNDEVELOPED LOT WITHIN THE SUBDIVISION OR SUBDIVISION PHASE SHALL BE REQUIRED TO CONSTRUCT A SIDEWALK ON THAT LOT WHEN:
- 60% OR MORE OF THE LOTS ON THE SAME SIDE OF THE STREET IN THE SAME BLOCK ALREADY HAVE A SIDEWALK; AND
- CONSTRUCTION OF THE SIDEWALK ON THAT LOT WILL BE NECESSARY TO IMPROVE OCCUPANCY AND CIRCULATION IN THE SUBDIVISION OR SUBDIVISION PHASE THAT CONTAINS THE UNDEVELOPED LOT.
- FINE ACCESS LANE SHALL BE CONSTRUCTED WITH INFRASTRUCTURE IMPROVEMENTS WITHIN PHASE 1.
- NO PARKING SHALL BE PERMITTED ALONG SUNSET LANE, ALONG THE NORTH SIDE OF PINE STREET WITHIN 20 FEET OF ANY SIDEWALK, OR ALONG CONWAY STREET, ALONG THE WEST OR SOUTH SIDES OF THE PRIVATE DRIVE, OR WITHIN THE FINE ACCESS LANE.
- EXISTING STORM SEWER WITHIN SUNSET SHALL BE MODIFIED TO OVERTURN THE NORTHERN SHOULDER INTO THE DETENTION/WATER QUALITY POND AT THE NORTHERN EXTENT OF THE POND. THE REMAINING STORM SEWER SHALL BE LEFT IN PLACE AND MODIFIED TO PROVIDE IMPROVED QUALITY STORAGE.
- WALKETS CREATED IN CONJUNCTION WITH THIS PROJECT SHALL BE ASSIGNED FROM THIS DATE TO THE DATE OF THE PROJECT'S COMPLETION. DETAIL OF MODIFICATION SHALL BE APPROVED BY PUBLIC WORKS PRIOR TO CONSTRUCTION.



PREPARED BY:
PHOENIX ENGINEERING & SURVEYING, LLC
3895 S. NORTHERN BLVD., RAYMORE, MO 64082
(816) 743-4000 FAX (816) 743-9700

PROJECT NO. 19222 LAST REVISION: 02-26-2020
DRAWN BY: M. J. HENNINGER DATE: 02-26-2020
CHECKED BY: M. J. HENNINGER DATE: 02-26-2020

PREPARED FOR:
SUNBELT PROPERTIES, LLC
381 S. JEFFERSON HIGHWAY, SUITE 400
RAYMORE, MO 64081
(816) 745-0400

M4632-16



CLIENT
 SFC, LLC
 Lake Latawana, MO
 64086

PROJECT
 Conway Place PLD
 Conway Street and Pine Street
 Raymore, Mo



Planting Notes

1. Location of all existing utilities needs to be shown before commencing work.
2. The planting plan graphically illustrates overall plantings. Each plant species meaning shall be placed in the landscape plan in a similar manner to the actual planting plan. The planting plan shall be suitable for individual planting.
3. Existing structures shall be a minimum of 10' from planting edge.
4. All trees shall be a minimum of 5' from existing structures.
5. All trees shall be a minimum of 2' from paved edges.
6. All trees shall be a minimum of 4' from existing structures.
7. All trees shall be a minimum of 2' from existing structures.

Materials

1. Plant material shall be healthy, vigorous, and free of disease and insects as per AAN standards.
2. Second-year trees shall be specified and trees shall be from established nurseries.
3. All plants shall be a minimum of 10' from planting edge and trees shall be from established nurseries.
4. All trees shall be a minimum of 5' from existing structures.
5. All trees shall be a minimum of 2' from paved edges.
6. All trees shall be a minimum of 4' from existing structures.
7. All trees shall be a minimum of 2' from existing structures.

Landscaping

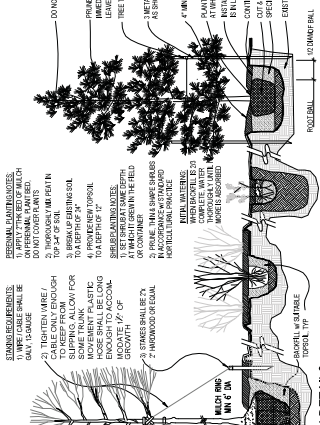
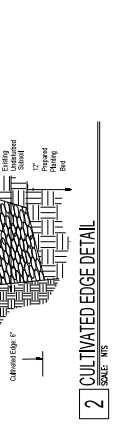
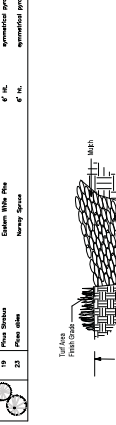
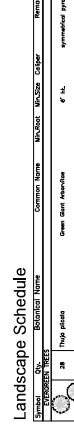
1. All plantings shall be installed within 1 calendar year of plant mass per 1,000 square feet. If plant mass is installed within 1 calendar year, the contractor shall submit a schedule for planting and installation of plants and trees. The contractor shall be responsible for providing the plants and trees.
2. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
3. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
4. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
5. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
6. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
7. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
8. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
9. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
10. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
11. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
12. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
13. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
14. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
15. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
16. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
17. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
18. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
19. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.
20. The contractor shall be responsible for providing the plants and trees. The contractor shall be responsible for providing the plants and trees.

Landscaping Calculations

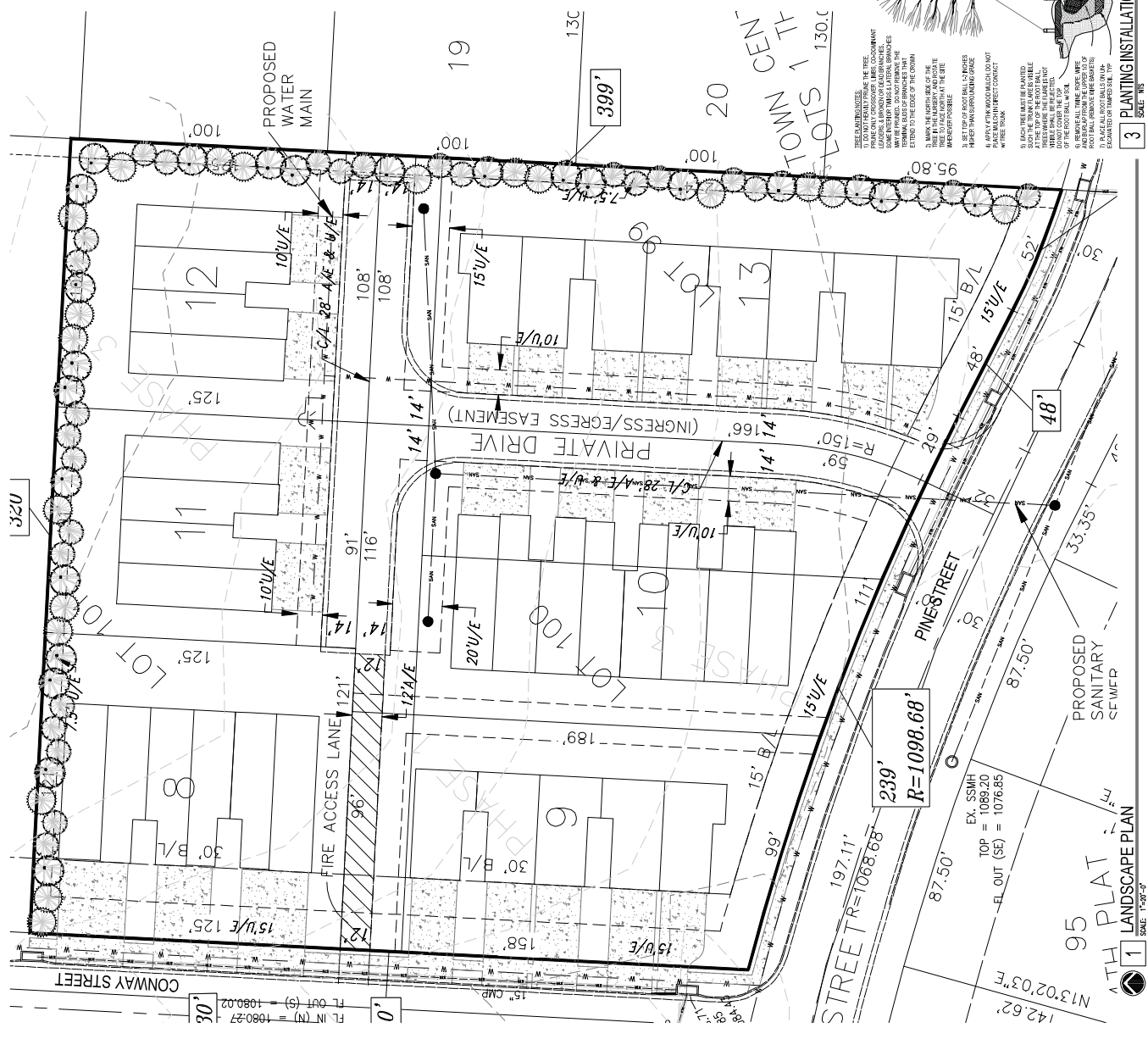
Type 'A' buffer screening on East and North sides of development as indicated on plan.
 719 Lower Part of Property line to be screened.
 Total evergreen trees provided.

Landscape Schedule

Quantity	Species	Common Name	Native	Winter Color	Summer Color	Remarks
28	Tree Spire	Green Spire Arbutus	Y/N	Y/N	Y/N	Approximate quantity from
19	Flower Dogwood	Green Flower Dogwood	Y/N	Y/N	Y/N	Approximate quantity from
23	Flower Dogwood	Honey Suckle	Y/N	Y/N	Y/N	Approximate quantity from



3 PLANTING INSTALLATION DETAILS
 SCALE: 1"=20'



1 LANDSCAPE PLAN
 SCALE: 1"=40'



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Feb. 24, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3530: Sunset Plaza Final Plat

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: 2/18/2020
Action/Vote: Approval 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat

REVIEWED 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:

Section 1. 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.

Section 2. 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.

Section 3. 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.

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

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

DULY READ THE FIRST TIME THIS 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



To: City Council
From: Planning and Zoning Commission
Date: February 24, 2020
Re: Case #19008: Sunset Plaza Final Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** SPC, LLC
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.

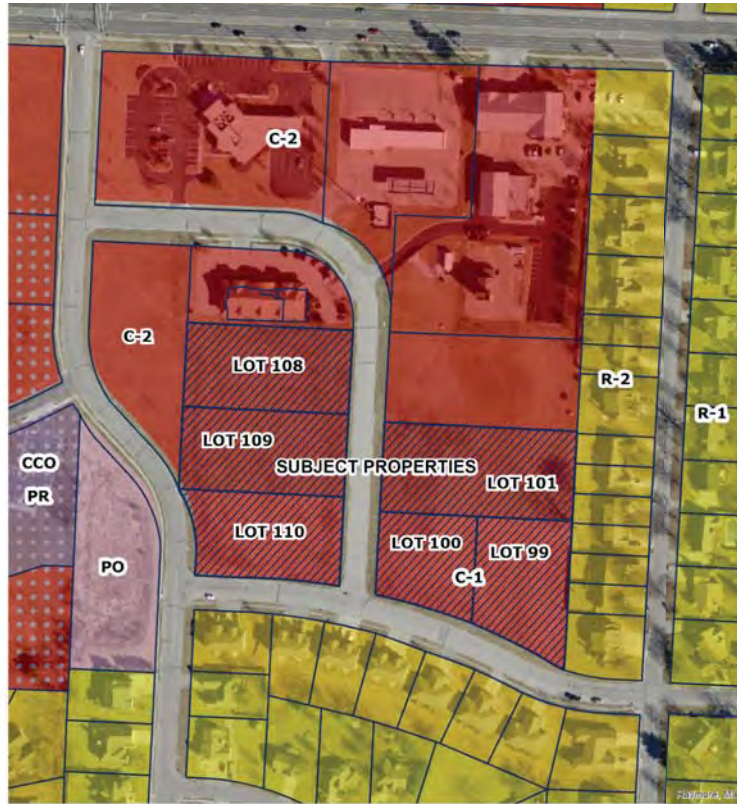


View looking west along Conway towards Sunset Lane.



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

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

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. 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>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
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
100 Municipal Circle
Raymore, MO 64083

SPC, LLC
33i
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 _____ 20__
in the County of _____,
State of _____.

Stamp:

Notary Public: _____ My Commission Expires: _____

Attachment A

FEE CALCULATION FOR SUNSET PLAZA FINAL PLAT LOTS 1 THRU 13

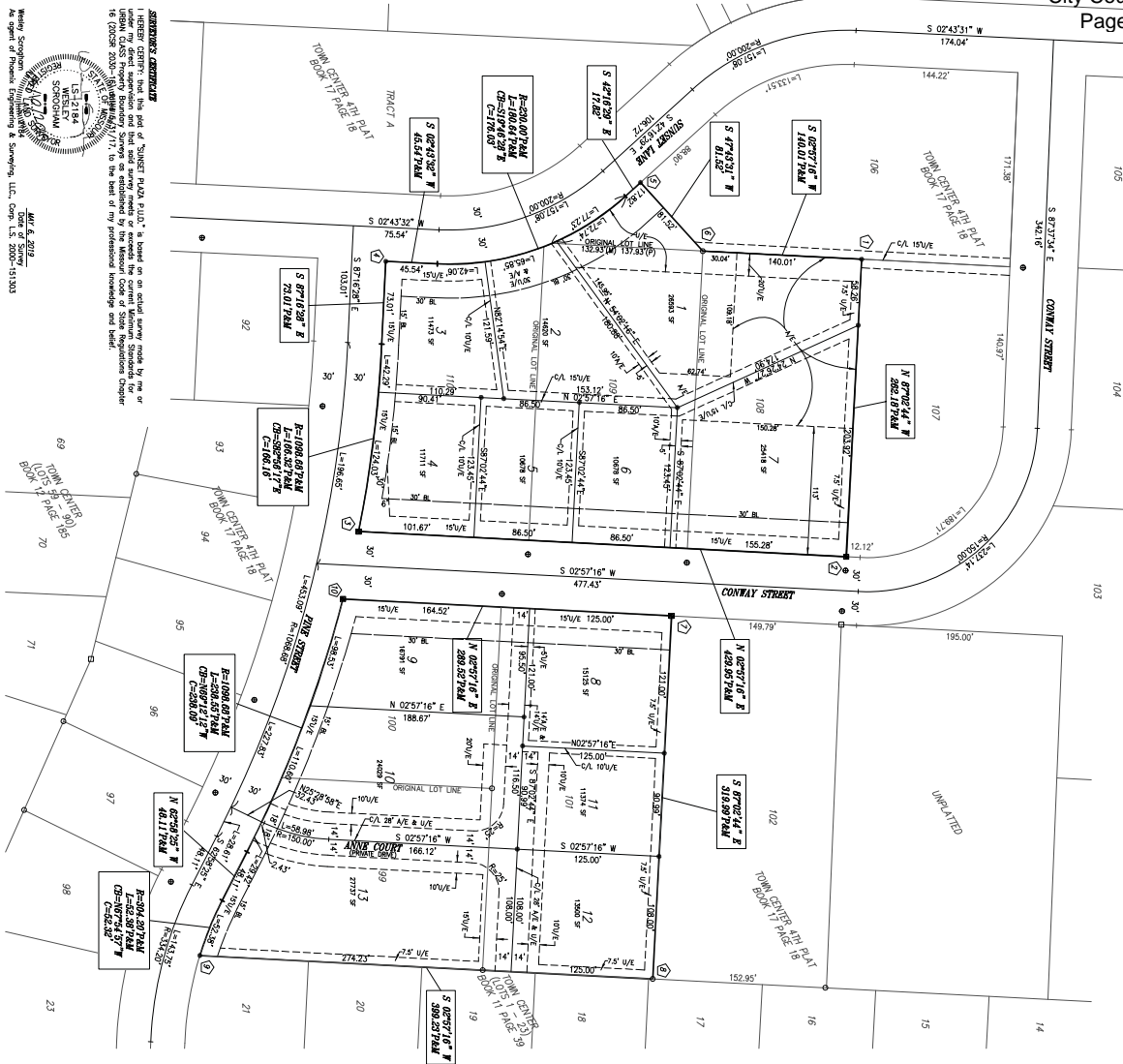
Total Cost for 'New' Public Improvements: **\$0.00**

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 If fee paid prior to recording of plat, receipt # _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$500.00
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 deposit to the City. [455.010F] 60-00-2811-0000 If deposit paid prior to recording of plat, receipt# _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$0.00
	Additional erosion control financial security (The remaining deposit above the first \$5,000 due can 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: _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$0.00
3	Infrastructure Construction Plan Review Fee: An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1] 01-00-4165-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$0.00
4	Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] 01-00-4165-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$0.00

**TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND
 DISTURBANCE PERMIT..... \$ 0.00**
**TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A
 CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS..... \$ 0.00**

FINAL PLAT
SUNSET PLAZA P.U.D.
A REPLATTING OF LOTS 99, 100, 101, 108, 109, 110 AND PART OF LOT 106, TOWN CENTER 4TH PLAT
IN THE NORTHEAST QUARTER OF SECTION 16, T46N, R32W OF THE 5TH P.M.
RAYMORE, CASS COUNTY, MISSOURI



ASSURANCES:
The undersigned names of the above described tract of land have caused the same to be replatted as shown on this plat, and the replatting is true and correct and the replatting shall be held as true and correct.

ASSURANCES:
An easement or right of way is hereby granted to the City of Raymore, Missouri to be held, controlled, used, maintained, and improved for the purpose of providing for the utility of the streets shown on this plat, and the easement shall be held, controlled, used, maintained, and improved for the purpose of providing for the utility of the streets shown on this plat, and the easement shall be held, controlled, used, maintained, and improved for the purpose of providing for the utility of the streets shown on this plat.

ASSURANCES:
The undersigned names of the above described tract of land have caused the same to be replatted as shown on this plat, and the replatting is true and correct and the replatting shall be held as true and correct.

ASSURANCES:
An easement or right of way is hereby granted to the City of Raymore, Missouri to be held, controlled, used, maintained, and improved for the purpose of providing for the utility of the streets shown on this plat, and the easement shall be held, controlled, used, maintained, and improved for the purpose of providing for the utility of the streets shown on this plat.

ASSURANCES:
The undersigned names of the above described tract of land have caused the same to be replatted as shown on this plat, and the replatting is true and correct and the replatting shall be held as true and correct.

ASSURANCES:
An easement or right of way is hereby granted to the City of Raymore, Missouri to be held, controlled, used, maintained, and improved for the purpose of providing for the utility of the streets shown on this plat, and the easement shall be held, controlled, used, maintained, and improved for the purpose of providing for the utility of the streets shown on this plat.

STATE PLAIN COORDINATE INFORMATION

STATION	NAD 83 (11)	NAD 83 (12)	NAD 83 (13)	NAD 83 (14)
1	630028.724m	630028.724m	630028.724m	630028.724m
2	630028.724m	630028.724m	630028.724m	630028.724m
3	630028.724m	630028.724m	630028.724m	630028.724m
4	630028.724m	630028.724m	630028.724m	630028.724m
5	630028.724m	630028.724m	630028.724m	630028.724m
6	630028.724m	630028.724m	630028.724m	630028.724m
7	630028.724m	630028.724m	630028.724m	630028.724m
8	630028.724m	630028.724m	630028.724m	630028.724m
9	630028.724m	630028.724m	630028.724m	630028.724m
10	630028.724m	630028.724m	630028.724m	630028.724m

LEGEND

- SET MONUMENT 1/2" IRON BAR W/ ID CAP
- = FOUND 1/2" IRON BAR WITH R.S. 2288 ID CAP
- = SET 5/8" IRON BAR W/ ALUM ID CAP
- = FOUND 5/8" IRON BAR
- ◇ = FOUND 5/8" IRON BAR ON CORNER
- (N) = MESSAGED DIMENSION
- U/E = UTILITY EASEMENT
- S/F = CROSS STREET
- B/E = BUILDING SET BACK LINE
- IR = IRON ROD
- IR = IRON ROD

PREPARED AND SUBMITTED:
SUNSET PLAZA P.U.D. REPLATTING
SUNSET PLAZA P.U.D. REPLATTING
SUNSET PLAZA P.U.D. REPLATTING
SUNSET PLAZA P.U.D. REPLATTING

APPROVED AND SUBMITTED:
SUNSET PLAZA P.U.D. REPLATTING
SUNSET PLAZA P.U.D. REPLATTING
SUNSET PLAZA P.U.D. REPLATTING
SUNSET PLAZA P.U.D. REPLATTING

STATE ENGINEERS & SURVEYORS, LLC
3855 S. Northern Blvd., Independence, MO 64052
Phone: (816) 442-5000 FAX: (816) 442-5000
SUNSET PLAZA P.U.D. REPLATTING
SUNSET PLAZA P.U.D. REPLATTING
SUNSET PLAZA P.U.D. REPLATTING
SUNSET PLAZA P.U.D. REPLATTING

M4632-16 SHEET 1 OF 1



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Feb. 24, 2020

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 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:

JCJZME

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:

Section 1. The Agreement is approved and the City Manager is directed to enter into the Agreement with Forever Green Lawn Care, attached as **Exhibit A**.

Section 2. The City Manager and the City Clerk are directed to execute the Agreement on behalf of the City of Raymore.

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

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

DULY READ THE FIRST TIME THIS 24th DAY OF 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



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 March 9, 2020 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.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

FOREVER GREEN PROFESSIONAL LAWN CARE, LLC.

By: _____
[Handwritten Signature]

Title: _____
Owner

Attest: _____

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 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.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

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 warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 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 KENNEDY JR having authority to act on behalf of (Company name) FOREVER GREEN PROFESSIONAL LAWN CARE, LLC do hereby acknowledge that (Company name) FOREVER GREEN PROFESSIONAL LAWN 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.

FIRM NAME:

FOREVER GREEN PROFESSIONAL LAWN CARE, LLC

ADDRESS:

1228 WILTSHIRE BLVD
Street

ADDRESS:

RAYMORE MO 64083
City State Zip

PHONE:

816 510 7053

E-MAIL:

TERRY @ FOREVERGREENKC.COM

DATE:

2/11/20
(Month-Day-Year)

J. Kennedy
Signature of Officer/Title

DATE:

(Month-Day-Year) Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 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 otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No
 2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No
 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No
 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No
 6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No
 7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No
 8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No
- *With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No
 10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

**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)

<input checked="" type="checkbox"/>	PROPOSAL CHECKLIST TO INCLUDE WITH PACKET
<input checked="" type="checkbox"/>	Form A - Commitment to sign Agreements
<input checked="" type="checkbox"/>	Form B - Contractor Disclosures
<input checked="" type="checkbox"/>	Form C - Experience/References
<input checked="" type="checkbox"/>	Form D - Work Agreement
<input checked="" type="checkbox"/>	Form E - Proposal Pricing (Including unit prices, where required)
	Addenda, if applicable
<input checked="" type="checkbox"/>	E-Verify - Attach to original
<input checked="" type="checkbox"/>	Bid Bond (if required) - Attach to original
<input checked="" type="checkbox"/>	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.

Request for Proposal: 20-003

Company Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reasons for not submitting a proposal response:

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

COMPANY NAME	GRACE BAPTIST CHURCH
ADDRESS	850 SW Hwy 150 LS MO 64082
CONTACT PERSON	BRAD NELSON
CONTACT EMAIL	BRADN@GBC@gmail.com
TELEPHONE NUMBER	816 560 -7908
PROJECT, AMOUNT AND DATE COMPLETED	MISC. LAWN CARE 2014-2020 MOST DONE FOR FREE \$4,100 BUS

COMPANY NAME	EPAM SERVICES
ADDRESS	15320 KELLEY RD GRANDVIEW MO 64030
CONTACT PERSON	TODD JEFFRIES
CONTACT EMAIL	JEFFRO54@GMAIL.COM
TELEPHONE NUMBER	816-898-9590
PROJECT, AMOUNT AND DATE COMPLETED	VARIOUS PROJECTS FROM MOWING TO HARDSCAPES 2017-2020

COMPANY NAME	HERITAGE BIOLOGICS
ADDRESS	255 NW VICTORIA DR LS MO 64086
CONTACT PERSON	CIANAH FAUST
CONTACT EMAIL	AP@HERITAGEBIOLOGICS.COM
TELEPHONE NUMBER	816 875 5127
PROJECT, AMOUNT AND DATE COMPLETED	VARIOUS LAWN MAINT & SNOW REMOVAL 2015-2020 \$19,415

COMPANY NAME	SIGNATURE BUILDERS
ADDRESS	2751 DOUGLAS ST LS MO 64064
CONTACT PERSON	BILLY BARWARD
CONTACT EMAIL	BILLY@SB-KC.NET
TELEPHONE NUMBER	816 885 2064
PROJECT, AMOUNT AND DATE COMPLETED	BARWARD & PLAN LANDSCAPING 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 Forever Green Professional Lawn Care, LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as S-coop (*)

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 No.	Description	Costs 2020	Costs 2021	Costs 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	132	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
$\$565 \times 31 = \$17,515$	$\$595 \times 31 = \$18,445$	$\$628 \times 31 = \$19,468$

31 = # OF WEEKS, ROUNDED UP 5% INCREASE IN 2021 & 2022 TO PROTECT FROM RISING FUEL 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:

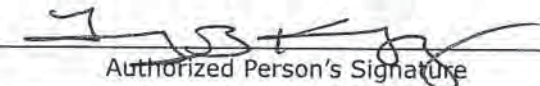
2020	2021	2022
\$2722.50	\$2859	\$3002

For 2020 \$1800 for SPRING TRIM, CLEANUP, MULCH
 \$562.50 for FALL TRIM + CLEANUP
 \$360 for 2 WEEDINGS (MAY + JULY)

* 2021 & 2022 BALU HAVE 5% INCREASE FOR MINIMUM WAGE EFFECT

**BID PROPOSAL FORM E – RFP 20-003
CONTINUED**

Company Name FOREVER GREEN PROFESSIONAL
LAWN CARE, LLC

By 
Authorized Person's Signature

TERRY B KENNEDY JR
Print or type name and title of signer

ADDENDA
Bidder acknowledges receipt of the
following addendum:

Addendum No. _____

Addendum No. _____

Company Address 1728 WILTSHIRE BLVD

Addendum No. _____

RAYMOR, MO 64083

Addendum No. _____

Addendum No. _____

Phone 816 510 7053

Addendum No. _____

Fax N/A

Email TERRY@FOREVERGREENKC.COM

Date 2-11-20

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 JR

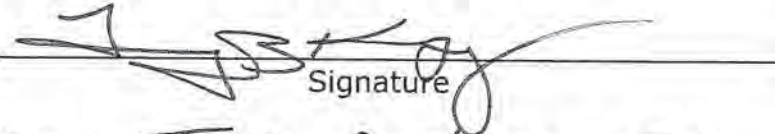
Company: FOREVER GREEN PROFESSIONAL LAWN CARE, LLC

Address: 1228 WILTSHIRE BLVD RAYMORE MO 64083

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 20-003.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

FOREVER GREEN PROFESSIONAL LAWN CARE, LLC
Company Name


Signature

Name: TERRY B KENNEDY JR

Title: OWNER

STATE OF _____ COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public: _____

My Commission Expires: _____ Commission # _____

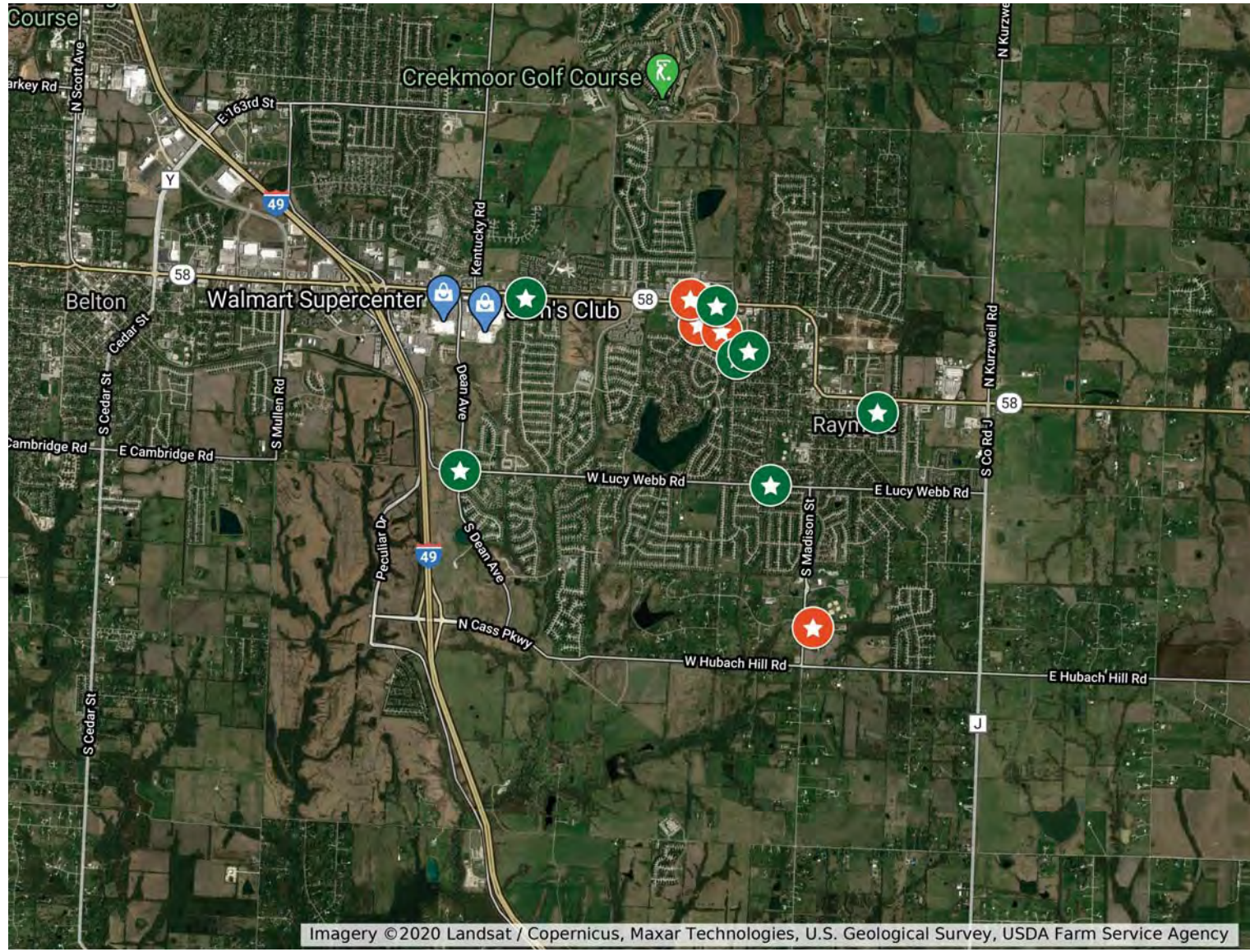
PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

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

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

DATE: Feb. 24, 2020

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3526: Budget Amendment - Buildings & Grounds

STRATEGIC PLAN GOAL/STRATEGY

1.2: Enhance first impressions of the community

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

JCJZME

BACKGROUND / JUSTIFICATION

This budget amendment will support the City's contract with Forever Green Professional Lawn Care in providing lawn mowing and landscaping services to various City facilities and street medians.

Budget	FY 2020 Budget	Amendment	Change
Buildings & Grounds	\$0	\$25,000	\$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:

Section 1. 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
<i>Grounds Maintenance</i>			

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

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

DULY READ THE FIRST TIME THIS 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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 24, 2020

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3527 - SCADA Systems Upgrade

STRATEGIC PLAN GOAL/STRATEGY

2.2.3 Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	Microcomm
Amount of Request/Contract:	\$55,065
Amount Budgeted:	\$70,000
Funding Source/Account#:	Sewer Connection Fund (53)

PROJECT 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 DOCUMENTS ATTACHED

Agreement

REVIEWED BY:

Jim 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.

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:

Section 1. The City Manager is directed to approve the proposal from Microcomm in the amount of \$55,065 for SCADA Systems Upgrade.

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

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

DULY READ THE FIRST TIME THIS 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

MICROCOMM

15895 S. Plumm Rd
Olathe, KS 66062 8502
(913) 390-4500
FAX (913) 390-4550
www.micro-comm-inc.com

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

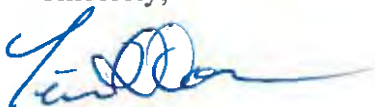
Dear Mr. Krass

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



15895 S. Plumm Rd.
Olathe, KS 66062-8502
(913) 390-4500
FAX: (913) 390-4550
www.micro-comm-inc.com

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 ARE NOT** included unless specifically listed in this quotation.
4. **This proposal DOES NOT 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:

Qty 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)
- (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)
- 1 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:

- 1 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)
- 1 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 Analog Current Input Module 1769-IF16C
- 2 8 Channel Analog Current Output Module 1769-OF8C
- 1 Compact Logix I/O Right End Cap 1769-ECR

The following items will be shipped separately for field mounting:

- 1 INSTALLATION of UPDATED PLC PROVIDED IN THIS PROPOSAL
- 1 Engineering, Programming, & Testing
- 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

- 1 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-IA 16 |
| 1 | 16pt RELAY output | 1769-OW16 |
| 1 | 16 Channel Compact High- Density Analog Current Input Module | 1769-IF16C |
| 2 | 8 Channel Analog Current Output Module | 1769-OF8C |

Price Each: \$8,521.00 Add Price: \$8,521.00

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 9, 2020

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3528 - Memorial Park Arboretum Light Replacement

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.3.1 - Incorporate new technology & practices to develop safer walkways & trails

FINANCIAL IMPACT

Award To:	Brinton Electric
Amount of Request/Contract:	15,000.00
Amount Budgeted:	30,000.00
Funding Source/Account#:	Fund 47 Park Sales Tax Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 2020	May 2020

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	February 25, 2020
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The trail lights in the Arboretum at Memorial Park can no longer be repaired. The Parks and Recreation Board and the Raymore City Council approved a project within the FY20 Capital Budget to remove and replace these lights with street lights that will match the lights in the Original Town Neighborhood and the lights around Municipal Circle.

Staff reviewed two proposals. Both proposals were within the budget. However, one proposal was incomplete. The best and most responsive proposal was from Brinton Electric Company in the amount of \$15,000.

Staff recommends award of contract.

BILL 3528

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR \$15,000 WITH BRINTON ELECTRIC COMPANY FOR THE REPLACEMENT OF TRAIL LIGHTS IN THE ARBORETUM AT MEMORIAL PARK."

WHEREAS, the 13 trail lights at the Arboretum in Memorial Park can no longer be repaired; and

WHEREAS, Brinton Electric Company has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$15,000 with Brinton Electric Company to remove and replace the lights along the trail in the Arboretum at Memorial Park.

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

Section 3. The City Manager is authorized to approve change orders for the Memorial Park Arboretum Light Replacement project within established budget constraints.

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF MARCH, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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



CITY OF RAYMORE
CONTRACT FOR SERVICES

Memorial Park Arboretum Light Replacement

This Contract for Memorial Park Arboretum Light Replacement, hereafter referred to as the **Contract** is made this 23rd day of March, 2020, between Brinton Electric Co., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 10100 E. 65th St., Suite B, 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 March 23, 2020 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 20-342-701 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$15,000.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor or vendor with the necessary and applicable qualifications to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this

contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

BRINTON ELECTRIC CO.

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Memorial Park Arboretum Light Replacement

ANTICIPATED SCOPE OF SERVICES:

BACKGROUND: The Arboretum at Memorial Park is located on the west side of the park at 400 Park Court. A trail system that begins near the West Shelter and meanders through the park has 13 lights. These lights are to be removed and replaced with new LED light fixtures (specifications listed below) matching the street lamps in Original Town Raymore and along Municipal Circle. A map of the locations along the trail is attached.

- Brandon Industries CL1-AA LED fixtures or an approved equivalent
 - Pole Height - 96 inches
 - Pole Outside Diameter - 3 inches
 - Globe Type - Acrylic Acorn
 - Pole Style - Fluted
 - Pole Color - Black

1. SPECIFICATIONS WHICH APPLY

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, October 2001 and subsequent revisions. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall be take precedence for construction. *Where the standards are in conflict, the more stringent criteria shall apply.*

Upon completion the site will be cleaned and all debris removed from the site. The restoration of any disturbed asphalt, amenities, structures, trees or turf areas should be put back to the condition before starting.

2. GENERAL TERMS/REQUIREMENTS:

- A. Contractor and/or its sub-contractors will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- B. Contractor will be responsible for providing personnel, equipment, materials, sub-contractors, professional services, and other items required to provide the forgoing at his expense.
- C. Site Restoration / Protection
 - 1. Contractor will take any means necessary to protect the trails, bridges and pedestrian walkways within or near the project area. Any damage shall be repaired or replaced to equal or better condition.
 - 2. Contractor will replace, repair or compensate for any damage incurred to the ballfields, benches, playgrounds, trees and/or any other fixed asset near the project area during the project period.
 - 3. Acceptance of this project is subsidiary or incidental to the other projects identified and release of final payment will not occur until vegetation is established or mandatory repairs are complete.
- D. Mobilization, Bonds, and Insurance: Mobilization shall be included as a lump sum bid for mobilization in the contract bid documents, and to establish a uniform method of payment based on the amount of work completed. The following table shall be used to establish the payment distribution for this item:

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

3. PROJECT MANAGER

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

4. PROJECT AWARD:

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

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

prices bid on the contract for any items because of increase, reduction or deletion.

5. PROJECT COMPLETION AND SCHEDULE

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

The contractor must work with the owner to create a work schedule accommodating any programs, events, leagues or tournaments held at Memorial Park. All construction/installation must work around any programs, events, leagues or tournaments.

6. MEASUREMENT

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

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

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

7. ADDITIONAL BIDDING INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 20-342-701

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of March 2020.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

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

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 26 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 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.

Certificate copies must be submitted with the RFP, if the project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

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

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be the cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or

sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

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

by:

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

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

PROPOSAL FORM A
RFP 20-342-701

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Brinton Electric Co

ADDRESS: 10100 E 65th St - Ste B
Street

ADDRESS: Raytown MO 64133
City State Zip

PHONE: 816 356 0922

E-MAIL: Kory@brintonelectric.net

DATE: 2/5/2020
(Month-Day-Year)

[Signature] President
Signature of Officer/Title

DATE: 2-2-2020
(Month-Day-Year)

[Signature]
Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 20-342-701

CONTRACTOR DISCLOSURES

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

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No X
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No X
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X
10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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



PROPOSAL FORM C
 RFP 20-342-701

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	City of Raytown
ADDRESS	10000 E 59th St Raytown MO 64133
CONTACT PERSON	Tony MESA
CONTACT EMAIL	tonym@raytown.mo.us
TELEPHONE NUMBER	816 737 6066
PROJECT, AMOUNT AND DATE COMPLETED	many & varied, ongoing

COMPANY NAME	Metropolitan Community Colleges
ADDRESS	3200 Broadway KCMO 64111
CONTACT PERSON	Beatrice Westhus
CONTACT EMAIL	beatrice.westhus@metcc.edu
TELEPHONE NUMBER	816 604 1353
PROJECT, AMOUNT AND DATE COMPLETED	many & varied, ongoing

COMPANY NAME	Raytown CZ Schools
ADDRESS	5911 Blue Ridge Blvd Raytown MO
CONTACT PERSON	Josh Husted 64133
CONTACT EMAIL	josh.husted@raytamschools.org
TELEPHONE NUMBER	816 268 7160
PROJECT, AMOUNT AND DATE COMPLETED	many & varied, ongoing

COMPANY NAME	John Knox Village
ADDRESS	400 NW Murray Leissumt MO
CONTACT PERSON	Mike Smith 64081
CONTACT EMAIL	msmith@jku.org
TELEPHONE NUMBER	816 347 2021
PROJECT, AMOUNT AND DATE COMPLETED	many & varied, ongoing

COMPANY NAME	Kansas City Public Schools
ADDRESS	2012 E 23rd St Kc mo 64127
CONTACT PERSON	Allen Cassif
CONTACT EMAIL	acassif@kcpublicschools.org
TELEPHONE NUMBER	816 418 2021
PROJECT, AMOUNT AND DATE COMPLETED	many & varied, ongoing

State the number of Years in Business: 49 years

State the current number of personnel on staff: 12

PROPOSAL FORM D
RFP 20-342-701

Proposal of Brinton Electric Co, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as a corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 20-342-701 – Memorial Park Arboretum Light Replacement.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

BID PROPOSAL FORM E – Project No. 20-342-701

Memorial Park Arboretum Light Replacements

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%				\$ 700
Light Fixtures	13			\$ 9700
Additional Materials				\$ 300
Labor				\$ 4300
				\$
				\$ 15,000
TOTAL BASE BID				

Total Base Bid for Project Number: 20-342-701

\$ 15,000.00

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

(\$ Fifteen Thousand dollars and no cents)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 20-342-701
CONTINUED**

Company Name Brinton Electric Co

By 
Authorized Person's Signature

Kory Brinton President
Print or type name and title of signer

ADDENDA
Bidder acknowledges receipt of the following addendum:

- Addendum No. 1
- Addendum No. _____
- Addendum No. _____
- Addendum No. _____
- Addendum No. _____

Company Address 10100 E 65th St
Suite B
Raytown MO 64133

Phone 816 356 0922

Fax 816 356 4404

Email Kory @ brinton.electric.net

Date 2/5/2020

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

Memorial Park Arboretum Light Replacement
Project #20-342-701

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

Addendum No. 1 - Questions, Clarification and New Map

1. Question: Map only shows 12 lights are there only 12 instead of 13?

Response: There are 13 lights to be replaced. New map attached.

2. Question: Shortest standard light is showing 112", can they be cut to the 96"

Response: Yes, as long as they look right.

3. Question: Will new lights bolt to the foundations correctly?

Response: There is no guarantee on bolts being correct or usable. The wiring and foundations are good and should be big enough for the lights in the specs.

4. Question: If bolts need replaced, can we drill and epoxy if needed?

Response: Yes, as long as Building Inspections approve them before lights are installed.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 10, 2020 at 5 p.m.

A handwritten signature in blue ink, appearing to be "KQ", is located in the bottom right corner of the page.

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

Company Name: Brinton Electric Co

By: Kory Brinton

Title: President

Address: 10100 E 65th St Ste B

City, State, Zip: Ryfton MO 64133

Date: 2/5/2020 Phone: 8163560222

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID



E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: Kory Brinton

Company: Brinton Electric Co

Address: 10100 E 65th St - Suite B Raytown MO 64133

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 20-342-701.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Brinton Electric Co
Company Name

[Signature]
Signature

Name: Kory Brinton

Title: President

STATE OF MISSOURI COUNTY OF JACKSON

Subscribed and sworn to before me this 6 day of February, 2020.

Notary Public: Janet Downs

My Commission Expires: May 8, 2022 Commission # 14434318

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

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





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 9, 2020

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3531 - Westgate (Kentucky) Drive Extension Project

STRATEGIC PLAN GOAL/STRATEGY

2.2.2: Create & maintain a well-connected transportation network

FINANCIAL IMPACT

Award To:	J.M. Fahey Construction Co.
Amount of Request/Contract:	\$597,360.55
Amount Budgeted:	\$800,000
Funding Source/Account#:	2016 General Obligation Bonds

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 2020	September 2020

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project involves the extension of Westgate Drive from 58 Highway to Kentucky Road.

Bids for the Westgate (Kentucky) Drive Extension project were received on February 27, 2020, as follows:

J.M. Fahey Construction Co.	\$597,360.55
Wil-Pav, Inc.	\$628,807.50
Gunter Construction Co.	\$646,975.80
Superior Bowen Asphalt Co.	\$675,030.00
Tasco LLC	\$701,325.36

J.M. Fahey Construction Co. was determined to be the lowest and best bidder. Staff recommends the contract for the Westgate (Kentucky) Drive Extension Project to be awarded to J.M. Fahey Construction Co. in the amount of \$597,360.55.

BILL 3531

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH J.M. FAHEY CONSTRUCTION CO. FOR THE WESTGATE DRIVE EXTENSION PROJECT, CITY PROJECT NUMBER 20-242-201, IN THE AMOUNT OF \$597,360.55 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Westgate Drive Extension project was approved by the voters as part of the 2016 General Obligation Bond election; and

WHEREAS, bids for this project were received on February 27, 2020; and

WHEREAS, J.M. Fahey Construction Co. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$597,360.55 with J.M. Fahey Construction Co. for the Westgate (Kentucky) Drive Extension project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF MARCH, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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



CITY OF RAYMORE
CONTRACT FOR SERVICES

Westgate (Kentucky) Drive Extension

This Contract for Westgate (Kentucky) Drive Extension, hereafter referred to as the **Contract** is made this 23rd day of March, 2020, between J.M. Fahey Construction Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 408 High Grove Road, Grandview, MO 64030, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of March 23, 2020 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 20-242-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **120** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$597,360.55.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor or vendor with the necessary and applicable qualifications to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this

contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and 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 warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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

ARTICLE XI
REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with

respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

J.M. FAHEY CONSTRUCTION COMPANY

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Westgate (Kentucky) Drive Extension

ANTICIPATED SCOPE OF SERVICES:

Construction of Westgate Drive from 58 Highway to Kentucky and turn lane on 58 Highway.

- Stabilized subgrade
- 4075 square yards of asphalt pavement
- 2750 linear feet of curb and gutter with a median on Westgate at 58.
- 311 feet of 15" storm sewer, smaller amounts of 18" & 24" RCP curb and field inlets.
- 715 feet of 5' sidewalk.
- Pedestrian pole modifications.

1. **SPECIFICATIONS WHICH APPLY**

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

2. **PROJECT AWARD**

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

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

3. **PROJECT COMPLETION AND SCHEDULE**

It is expected that the Award of Contract shall be issued by April 2020.

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

following:

Contractor shall complete work within 120 calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

A. Mobilization, Bonds, and Insurance: Mobilization, Bonds and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price. Payment shall be made on the schedule enclosed in the bid documents.

B. Construction and Survey Controls: Construction and Survey Controls shall be paid for as a lump sum item. The unit cost for this item shall include all labor, equipment and materials to develop and establish necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work. The contractor is responsible for all restaking.

C. SWPPP and Land Disturbance Permit: SWPPP and Land Disturbance Permit shall be considered a lump sum item for payment. The lump sum item shall cover all preparation, costs, paperwork and effort required to

prepare a SWPPP and obtain a State Land Disturbance Permit. Any other permits required are subsidiary to this line item.

- D. Site Preparation: Site Preparation shall be considered a lump sum item for payment. The unit cost for this line item shall include all labor, materials and equipment necessary to prepare the site for construction as per plan. This includes any necessary removal and disposal of existing improvements, shown or not shown on the demolition plans, and general clearing and grubbing of site necessary to complete the project.
- E. Earthwork; Cut and Fill: Earthwork; Cut and Fill shall be paid for at the unit bid price per cubic yard. The work shall consist of constructing the embankment from material in the excavated areas. There is not a need to bring in additional material to the project. If for some reason there is a problem with the material, we are on the hook. All unsuitable or unused materials will be removed from the site at the expense of the contractor. Embankment and Excavation shall be paid at the bid quantities except when: 1. errors are found in the original computations; 2. an original cross section is found to have an average deviation from true elevation in excess of 12 inches; 3. an authorized change in grade, slope or typical section; 4. an unauthorized deviation decreases the quantities on the plans; 5. quantities are determined by measurement as specified in Section 203.8 of the MoDOT Standard Specifications for Highway Construction.
- F. 9" Deep Stabilized Subgrade: 9" Deep Stabilized Subgrade shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials to construct a stabilized road subgrade as per the direction of a geo-technical laboratory. Stabilization will extend one foot behind the back of the curb. Any geo-technical costs associated with this line item shall be considered subsidiary.
- G. 2" Thick APWA Type 3-01 Surface Asphalt: 2" Thick APWA Type 3-01 Surface Asphalt shall be paid for at the unit bid price per ton. The unit bid price for this line item shall include all labor, equipment and materials to place the surface course as per specification and plan. Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of .06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken. Milled surface is to be cleaned by a vacuum sweeper immediately prior to tacking. Nuclear density testing of the surface lift shall be considered subsidiary to this line item.
- H. 7" and 10" Thick APWA Type 1-01 RC Base Asphalt: 7" and 10" Thick APWA Type 1-01 RC Base Asphalt shall be paid for at the unit bid price per ton. The unit bid price for this line item shall include all labor,

- equipment and materials to place the base lifts as per specification and plan. Nuclear density testing of each lift shall be considered subsidiary to this line item and is required before subsequent lifts are placed. Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blackledge applied at the residual rate of .06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken.
- I. 4" PCCP (Median Paving) with Base Rock: 4" PCCP (Median Paving) with Base Rock shall be paid for at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment and materials required to pave the interior of the median island as shown on Sheet 4 "Typical Sections" and the median island at Kentucky as shown on Sheet 15. Concrete shall be a KCMMB 4K mix and the Base Rock shall be ½" to ¾" gravel. Contractor shall observe APWA Hot and Cold Weather Construction Practices as per Raymore City Standards.
 - J. Curb and Gutter CG-1: Curb and Gutter CG-1 shall be paid for at the unit bid price per linear foot. The unit bid price for this line item shall include all labor, materials and equipment required to construct per plan location and detail. Concrete shall be a KCMMB 4K mix and the contractor shall observe APWA Hot and Cold weather construction practices as per Raymore City Specifications.
 - K. Concrete Median Strip: Concrete Median Strip shall be paid for at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment and materials required to fill in the median in the area that is not covered by the median paving. The median strip is to be full depth and the Concrete shall be a KCMMB 4K mix and the contractor shall observe APWA Hot and Cold Weather Construction Practices as per Raymore City Standards.
 - L. ADA Ramps: ADA Ramps shall be paid for at the unit bid price per each. The unit bid price for this line item shall include all labor, equipment and materials to construct ADA compliant sidewalk ramps as per Raymore details. The detectable warning surfaces shall be Armor-cast, removable panels.
 - M. Concrete Sidewalk: Concrete Sidewalk shall be paid for at the unit bid price per linear foot. The unit bid price shall include all labor, equipment and materials required to construct 4" thick, 5' wide concrete sidewalk as per plan location and detail. Concrete shall be a KCMMB 4K mix and the contractor shall adhere to APWA Hot and Cold weather practices as per Raymore City Specifications.
 - N. Concrete Testing: Concrete Testing shall be paid for at the unit bid price per each. The unit bid price for this line item shall include all labor,

- materials and equipment required to test the curb and gutter concrete for slump, air content and compressive strength. Tests shall be conducted once per day during curb placement or as directed by the City's representative.
- O. Laboratory Asphalt Testing: Laboratory Asphalt Testing shall be paid for at the unit bid price per each test. The unit bid price for this item shall include all labor, equipment and materials required to verify that the project asphalt Marshall properties match the mix designs submitted to the City prior to the paving operation. One laboratory test per lift will be required or as directed by the Owner.
 - P. Storm Sewer Pipe: Storm Sewer Pipe line items shall be paid for at the unit bid price per linear foot. The unit bid prices for these items shall include all labor, equipment, materials, excavation, bedding and backfill to place the storm sewer pipe as per plan locations and specifications. Measurement shall be from inside face to inside face of the structures and shall exclude the flared end sections. Concrete collar is subsidiary to this line item.
 - Q. Curb and field inlets: Curb and Field Inlets shall be for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to install the inlets as per plan location and specifications and to adjust the existing junction box. The contractor shall submit a stamped, precast design for the 12' x 4' lid.
 - R. Flared End Sections: Flared End Sections shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install the end sections, including toe walls, as per City details and specifications.
 - S. Riprap: Riprap shall be paid for at the unit bid price per square yard installed. Measurement will be parallel to sloping surfaces. The unit bid price shall include all labor, equipment and materials required to place riprap as per plan location and detail. The thickness of the riprap shall conform to the plan and detail dimension. Filter fabric shall be installed as per detail and considered subsidiary to this line item.
 - T. Signage: Signage shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install signs as per the MUTCD at locations indicated on the plans.
 - U. Striping: Striping shall be paid for at the unit bid price per linear foot. The unit bid price shall include all labor, equipment and materials required to apply striping as per plan. The striping shall be applied with MoDoT approved, high-build acrylic paint.

- V. Arrows: Arrows shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to apply arrows as per plan. The arrows shall be applied with MoDoT.
- W. Pedestrian Pole Modifications: Pedestrian Pole Modifications shall be considered as a lump sum for payment. The lump sum price shall include all labor, equipment and materials required to modify or relocate the poles as per plan. All work and materials shall be to MoDot standards.
- X. Message Boards: Message Boards shall be paid for at the unit bid price per day per board. The unit bid price shall include all labor, equipment and materials required to place electronic message boards at locations determined by the City and displaying a message dictated by the City.
- Y. Temporary Traffic Control: Traffic Control shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD and dictated on the plans. Access must be maintained to Firestone and the car wash at all times.
- Z. Silt Fence: Silt fence shall be paid for at the unit bid price per linear foot. The unit bid price shall include all labor, equipment and materials required to install, maintain, replace when necessary and ultimately remove from plan locations or as where required by the Owner. Initial excavation of depressions on the upstream side of silt fence to create added storage shall be subsidiary.
- AA. Inlet Protection: Inlet Protection shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install at locations as shown on plan, maintain, replace when necessary and remove. When used without other qualifier, the phrase "Straw Wattle" shall be considered equivalent to a 9-inch Class A Biodegradable Log.
- BB. Restoration: Restoration shall be paid for at the unit bid price per acre. The unit bid price shall include all labor, equipment and materials required to establish grass on disturbed areas. Seeding will be paid for when grass is established to the coverage density required by APWA. Areas that are disturbed which lie outside the Contractor's seeding limits, as defined by the Plans or Contract Documents, will not be measured for payment, but shall be restored to a condition equal to or better than that existing prior to construction.
- CC. Construction Entrances: Construction Entrances shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment, and materials to install at the plan locations and as per detail, maintain and remove.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 20-242-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of April, 2020.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

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

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 26 for Cass County, Missouri, USA.

G. Invoicing and Payment

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

Invoices shall be based on the following schedule:

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

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

H. Cancellation

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

I. Contractual Disputes

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 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.

Certificate copies must be submitted with the RFP, if the project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor’s License from a reciprocating city; OR provide proof of a Bachelor’s degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

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

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be the cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or

sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

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

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

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

PROPOSAL FORM A
RFP 20-242-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: J.M. FAHEY CONSTRUCTION COMPANY

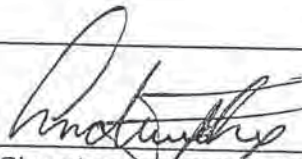
ADDRESS: 408 HIGH GROVE RD.
Street

ADDRESS: GRANDVIEW MISSOURI 64030
City State Zip

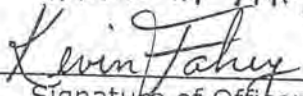
PHONE: 816-763-3010

E-MAIL: amfahey@jmfahey.com

DATE: 2/27/2020
(Month-Day-Year)


Signature of Officer/Title
Andrew M Fahey vice president

DATE: 2/27/2020
(Month-Day-Year)


Signature of Officer/Title
Kevin R Fahey, President

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

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

PROPOSAL FORM B
RFP 20-242-201

CONTRACTOR DISCLOSURES

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

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No X
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No X
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X
**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X
10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 20-242-201

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

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

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

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

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

State the number of Years in Business: _____ 49 _____

State the current number of personnel on staff: _____ 75 _____

J.M. FAHEY CONSTRUCTION COMPANY

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

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
18-2 Resurface Designated Streets	\$5,098,061.90	Close Out	KCMO - Kerry Kanatzar - (816) 513-4743
NW 72nd St. Improvements	\$2,894,261.40	Active	KCMO - Kim Pemberton - (816) 513-2741
Mission Rd.	\$3,219,842.85	Active	Leawood - Michelle Sherry - (913) 663-9135
19-2 Resurface Designated Streets	\$3,458,444.00	Active	KCMO - Garrett Ross - (816) 513-4701
19-3 Resurface Designated Streets	\$3,421,794.00	Active	KCMO - Garrett Ross - (816) 513-4701
I-49 Outer Road	\$1,779,888.00	Active	Belton - Nikia Freiburger - (816) 331-4331
179th St. Improvements	\$1,273,963.81	Active	Overland Park - Kasim Azhar - (913) 895-6052
2019 Street Resurfacing	\$2,788,750.00	Active	UG - Brandon Grover - (913) 573-5704

ACTIVE PROJECTS LESS THAN \$1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
Winn Rd. Phase II	\$176,942.75	Close Out	KCMO - Mario Vasquez - (816) 513-6984

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

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
2018 NSRP #2	\$1,718,221.15	Closed	UG - Brandon Grover - (913) 573-5704
135th St. Improvements	\$2,449,963.36	Closed	KCMO - Kim Pemberton - (816) 513-2741
2017 NSRP #2	\$1,564,312.68	Closed	UG - Brandon Grover - (913) 573-5704
2017 Paving & CARS Program	\$2,475,000.00	Closed	Prairie Village - Melissa Prenger - (913) 385-4655
17-2 Resurface Designated Streets	\$3,339,864.55	Close Out	KCMO - Kerry Kanatzar - (816) 513-4743
17-3 Resurface Designated Streets	\$2,543,550.96	Closed	KCMO - Kerry Kanatzar - (816) 513-4743
58 Highway	\$1,400,513.60	Closed	Raymore - Mike Krass - (816) 892-3017
JOCO Airport	\$4,199,559.75	Closed	Johnson County
16-2 Resurface Designated Streets	\$2,849,515.92	Closed	KCMO - Kerry Kanatzar - (816) 513-4743
16-3 Resurface Designated Streets	\$2,287,820.26	Closed	KCMO - Kerry Kanatzar - (816) 513-4743
Main St. Phase 4	\$1,960,154.01	Closed	City of Grandview
Hook Rd. Shoulders	\$1,399,234.50	Active	Lee's Summit - Steven Proudfit - (816) 969-1800
2019 CARS Program	\$1,426,399.75	Active	Prairie Village - Melissa Prenger - (913) 385-4655

PROPOSAL FORM D
RFP 20-242-201

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

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 20-242-201- Westgate (Kentucky) Drive Extension.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1,2, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

BID PROPOSAL FORM E - Project No. 20-242-201

Westgate (Kentucky) Drive Extension

Base Bid				
Bid Items	Units	Estimat ed Quantit ies	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	10,000 ⁰⁰	10,000 ⁰⁰
Construction and Survey Controls	LS	1	6,075 ⁰⁰	6,075 ⁰⁰
SWPPP & Land Disturbance	LS	1	2,400 ⁰⁰	2,400 ⁰⁰
Site Preparation	LS	1	18,200 ⁰⁰	18,200 ⁰⁰
Westgate Earthwork - Cut	Cu Yds	2240.5	32 ⁰⁰	71,696 ⁰⁰
Westgate Earthwork - Fill	Cu Yds	1575.4	6 ⁰⁰	9,452 ⁴⁰
58 HWY Turn Lane Earthwork - Cut	Cu Yds	170.6	35 ⁵⁰	6,056 ³⁰
9" Deep Stabilized Subgrade	Sq Yds	4643	7 ⁰⁰	32,501 ⁰⁰
2" Type 3 Asphalt Surface	Tons	450	78 ⁷⁵	35,437 ⁵⁰
10" Type 1 Asphalt Base	Tons	120	68 ⁰⁰	8,160 ⁰⁰
7" Type 1 Asphalt Base	Tons	1486	60 ⁰⁰	89,160 ⁰⁰
4" PCCP (Median Paving) with Base Rock	SY	37.8	81 ⁰⁰	3,061 ⁸⁰
CG-1 Curb and Gutter	LF	2750	30 ⁰⁰	82,500 ⁰⁰
Concrete Median Strip	SY	49	62 ⁵⁰	3,062 ⁵⁰
ADA Ramps	Each	3	2,600 ⁰⁰	7,800 ⁰⁰
4" Thick Concrete Sidewalk with Base Rock	SY	397	80 ⁰⁰	31,760 ⁰⁰
Concrete Testing	Each	2	1,100 ⁰⁰	2,200 ⁰⁰
Asphalt Laboratory Testing	Each	2	1,600 ⁰⁰	3,200 ⁰⁰
24" Reinforced Concrete Pipe	LF	8	430 ⁰⁰	3,440 ⁰⁰
15" RCP	LF	311	125 ⁷⁵	39,108 ²⁵
18" RCP	LF	31	125 ⁷⁵	3,898 ²⁵
4' x 4' Curb Inlet	Each	2	5,900 ⁰⁰	11,800 ⁰⁰
3' x 2' Curb Inlet, Deeter 2045	Each	1	5,400 ⁰⁰	5,400 ⁰⁰
4' x4' CI on CG-1	Each	6	5,900 ⁰⁰	35,400 ⁰⁰
4' x4' Junction Box	Each	2	5,700 ⁰⁰	11,400 ⁰⁰

12' x 4' Curb Inlet	Each	1	11,800 ⁰⁰	11,800 ⁰⁰
4' x 4' Area Inlet	Each	1	5,700 ⁰⁰	5,700 ⁰⁰
15" Flared End Section	Each	2	1,200 ⁰⁰	2,400 ⁰⁰
18" Flared End Section	Each	1	1,300 ⁰⁰	1,300 ⁰⁰
Rip-rap	SY	32	70 ⁰⁰	2,240 ⁰⁰
Adjust Junction Box	Each	1	2,600 ⁰⁰	2,600 ⁰⁰
"Right Lane Must Turn Right", 30" x 30", R3-7R Sign	Each	1	230 ⁰⁰	230 ⁰⁰
Stop Sign, R1-1	Each	3	230 ⁰⁰	690 ⁰⁰
Straight/Left Sign M6-7L	Each	1	230 ⁰⁰	230 ⁰⁰
Straight/Left Sign R3-6L	Each	1	230 ⁰⁰	230 ⁰⁰
Double Arrow Split Sign W12-1	Each	1	230 ⁰⁰	230 ⁰⁰
24" Solid White Stripe	LF	127	5 ¹⁰	647 ²⁰
8" Solid Yellow Stripe	LF	25	2 ⁰⁵	51 ²⁵
8" Solid White Stripe	LF	137	2 ⁰⁵	280 ⁶⁵
6" Solid White Stripe	LF	236	1 ⁰⁵	247 ⁸⁰
4" Yellow Stripe	LF	5138	0 ²⁵	3,853 ⁵⁰
4" White Stripe	LF	370	0 ²⁵	277 ⁵⁰
Left Arrows	Each	2	105 ⁰⁰	210 ⁰⁰
Right Arrows	Each	5	105 ⁰⁰	525 ⁰⁰
Pedestrian Pole Modifications	LS	1	12,000 ⁰⁰	12,000 ⁰⁰
Message Board	Each per day	10	105 ⁰⁰	1,050 ⁰⁰
Traffic Control	LS	1	11,000 ⁰⁰	11,000 ⁰⁰
Silt Fence	LF	2267	1 ³⁵	3,060 ⁴⁵
Inlet Checks/Gutter Protection	Each	11	85 ⁰⁰	935 ⁰⁰
Restoration	Acres	1.55	1,550 ⁰⁰	2,402 ⁵⁰
TOTAL BASE BID				597,360⁵⁵

ANK

Total Base Bid for Project Number: 20-242-201

\$ 597,360⁵⁵ *ANK*

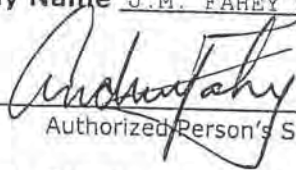
In blank above insert numbers for the sum of the bid.

(\$ Five Hundred ninety seven thousand, three hundred sixty and ⁵⁵/₁₀₀)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E - RFP 20-242-201
CONTINUED**

Company Name J.M. FAHEY CONSTRUCTION COMPANY

By 
Authorized Person's Signature

ANDREW M. FAHEY, VICE PRESIDENT
Print or type name and title of signer

Company Address _____

408 HIGH GROVE RD.

GRANDVIEW, MISSOURI 64030

Phone 816-763-3010

Fax 816-763-3010

Email amfahey@jmfahay.com

Date 2/27/2020

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

Westgate (Kentucky) Drive Extension
Project #20-242-201

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

Addendum No. 1 - clarification.

1. **The City is currently working with Evergy to relocate the power pole on Kentucky and expects to have that completed before the start of construction.**
2. **The City has not conducted any subsurface investigation of the site.**

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 21st, 2020 at 5 p.m.

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

Company Name: J.M. FAHEY CONSTRUCTION COMPANY

By: ANDREW M. FAHEY

Title: VICE PRESIDENT

Address: 408 HIGH GROVE RD.

City, State, Zip: GRANDVIEW, MISSOURI 64030

Date: 2/27/2020 Phone: 816-763-3010

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

CITY OF RAYMORE

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



ADDENDUM NO. 2

Westgate (Kentucky) Drive Extension
Project #20-242-201

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

Addendum No. 2 - Question

1. The restoration bid item consists of both seeding and sod. The plan locations for seeding and sod include the same areas. Could you provide a detail for the locations? For example is the sod to be placed near the roadway and then the seed outside of the sod to the construction limits. How will Raymore handle payment if the sod were to overrun.

Answer: The plan quantities should be ignored and it should be bid as per section BB of the Measurement and Payment section of the special provisions that address the Restoration line item.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 21st, 2020 at 5 p.m.

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

Company Name: J.M. FAHEY CONSTRUCTION COMPANY


By: ANDREW M. FAHEY

Title: VICE PRESIDENT

Address: 408 HIGH GROVE RD.

City, State, Zip: GRANDVIEW, MISSOURI 64030

Date: 2/27/2020 Phone: 816-763-3010

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: ANDREW M. FAHEY

Company: J.M. FAHEY CONSTRUCTION COMPANY

Address: 408 HIGH GROVE RD. GRANDVIEW, MISSOURI 64030

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #20-242-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

J.M. FAHEY CONSTRUCTION COMPANY

Company Name

Andrew M. Fahey
Signature

Name: ANDREW M. FAHEY

Title: VICE PRESIDENT

STATE OF MISSOURI COUNTY OF JACKSON

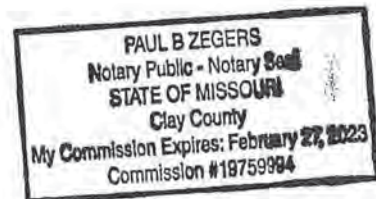
Subscribed and sworn to before me this 27TH day of FEBRUARY, 2020.

Notary Public: *Paul B. Zegers*

My Commission Expires: 02/27/23 Commission # 19759994

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

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



Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, FEBRUARY 3, 2020, AT 7:00 P.M., AT RAYMORE CITY HALL. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Call In Utility Payments

Finance Director Elisa Williams presented to the Council a proposed new program for taking utility payments over the telephone. Council directed staff to begin steps to implement the program.

B. Failure to Appear - Municipal Court

State legislation regarding the court's ability to suspend driving privileges on minor traffic violations has significantly impacted the amount of warrants that can be generated. Mayor Turnbow provided data and discussed his efforts to generate new legislation more favorable to the courts.

C. SB-526 Video (Cable) Franchise Fee Legislation

Despite receiving communication from the Raymore City Council and many other municipalities to request that he not, Senator Emery proceeded with filing SB-526. This bill is a significant attack on the ability of a municipality to collect revenue to offset costs associated with maintaining the utility right of way. Mayor Turnbow and City Manager Jim Feuerborn outlined several of the points associated with this legislation.

D. City Initiated TIF - Foxridge and 58 Highway Area

City Manager Jim Feuerborn discussed with the Council the concept of initiating a TIF for the purpose of future redevelopment on three of the four corners of this intersection. Mr. Feuerborn outlined the next steps in this process.

E. Board and Commission Appointments

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

F. Other

The work session of the Raymore City Council adjourned at 8:05 p.m.

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, MARCH 2, 2020, AT 7:00 P.M., AT RAYMORE CITY HALL. PRESENT: MAYOR PRO TEM HOLMAN, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, JACOBSON AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. License Plate Reader Discussion

Police Chief Jan Zimmerman presented information and discussed the use of the Police Department's new licence plate reader.

B. 2020 Street Preservation

Public Works Director Mike Krass presented information on the annual street preservation program. He discussed maintenance best practices and a list of proposed streets for the 2021 Street Preservation Program.

C. Administrative Policy Manual Update

City Manager Jim Feuerborn discussed the current personnel policy requiring employees to live within 35 miles of the City. He proposed changing the requirement to within 70 miles. Council directed staff to bring forth a bill with the proposed changes for formal consideration.

D. Other

Mr. Krass announced that the Hawk Ridge Park project was submitted to the American Public Works Association (APWA) Kansas City Metropolitan Chapter as a project of the year candidate for projects \$5 million and under for structures. The APWA moved the nomination to the national level for project of the year from the Kansas City metropolitan area in its specific category.

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

DISCUSSION: None

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

The work session of the Raymore City Council adjourned to executive session at 7:59 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, FEBRUARY 18, 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, CALVIN AKCLIN AND MAYOR KRIS TURNBOW. ABSENT WAS JEREMY MANSUR. ALSO PRESENT WERE DEVELOPMENT SERVICES DIRECTOR JIM CADORET, CITY PLANNER KATIE JARDIEU, PUBLIC WORKS DIRECTOR MIKE KRASS 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 February 4, 2020 meeting.**

Motion by Commissioner Urquilla, Seconded by Commissioner Petermann, to approve the minutes of the February 4, 2020 meeting.

Vote on Motion:

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

Motion passed 7-0-0.

6. **Unfinished Business - None**
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.

b. Case #19008 - Sunset Plaza Final Plat

Sean Siebert indicated the request is to replat part of the Town Center 4th Plat property to allow for the Sunset Plaza development.

Mr. Cadoret presented the staff report.

Mr. Cadoret stated the final plat is to create a 13-lot subdivision, including a private drive to provide access to 4 of the lots. The total parcel size is 5.04 acres.

Mr. Cadoret stated the Engineering Division submitted its memorandum that all of the City requirements have been met.

Mr. Cadoret stated staff submitted proposed findings of fact on the final plat and recommends the Commission accept the proposed findings 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 PUD Rezoning and Preliminary Development Plan.

Motion by Commissioner Bowie, Seconded by Commissioner Fizer, 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 one condition recommended by staff.

Vote on Motion:

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

Motion passed 8-0-0.

c. Amendment to Commission Rules of Procedure

Mr. Cadoret indicated this agenda item is a continuation of the discussion from the February 4, 2020 Commission meeting. Staff are recommending two changes to the Rules of Procedure. First change

would be to change the reference of the department name from Community Development Department to Development Services Department. The second change is in regards to Commission member absences from meetings. The language that was discussed on February 4 is now proposed for inclusion in the Commission Rules as follows:

A Commissioner shall be deemed to be neglecting their duty if they fail to attend three (3) consecutive regular scheduled meetings of the Commission or more than twenty-five percent (25%) of the Commission's regular scheduled meetings 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.

Commissioner Urquilla and Commissioner Wiggins appreciated the revised wording.

Motion by Commissioner Urquilla, Seconded by Commissioner Bowie, to accept the staff recommended changes and approve the update to the Commission Rules of Procedure.

Vote on Motion:

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

Motion passed 8-0-0.

8. City Council Report

Mr. Zerr provided a review of the February 10, 2020 Council meeting.

9. Staff Report

Mr. Krass provided an update on Public Works activity.

Mr. Cadoret provided an overview of the upcoming cases to be considered by the Commission. The Commission cancelled its March 3, 2020 meeting.

10. Public Comment

Sarah Locke, 404 S. Sunset Lane, again expressed her concern on stormwater runoff. She thought the entire tributary area to the stream was not considered, including runoff from Centerview. She stated the pond was not designed to handle the additional runoff.

Sheryl Dunham, 404 N. Park Drive, expressed frustration that the City is not following the City Code.

Christine Jones, 320 N. Park Drive, expressed concern that there is not a plan for enforcing HOA rules as part of the Sunset Plaza development, specifically parking.

11. Commission Member Comment

Commissioner Wiggins thanked the public that attended for providing their input. He also indicated he will be absent for the April 7 Commission meeting.

Commissioner Petermann thanked the public for attending.

Commissioner Bowie thanked the public for the input provided.

Commissioner Fizer thanked the public for the comments and indicated the Commission does listen to all the comments.

Commissioner Acklin thanked the public for attending.

Commissioner Urquilla thanked the public for the comments.

Mayor Turnbow thanked the public for providing input into the difficult decisions that the Commission must make. He took exception to the statement that the City is not following the City Code.

Chairman Faulkner commented on previous Community Conversations held and planning efforts completed and is left wondering on the question "What does Raymore want to be?". He stated he doesn't necessarily see community agreement on the topic.

12. Adjournment

Motion by Commissioner Urquilla, Seconded by Commissioner Wiggins, to adjourn the February 18, 2020 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 8-0-0.

The February 18, 2020 meeting adjourned at 9:13 p.m.

Respectfully submitted,

Jim Cadoret

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, JANUARY 28, 2020, IN THE CITY HALL COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Collier, Harris, Houdyshell, Manson, Supple and Williamson. Member Bartow was absent.

STAFF PRESENT: Director Musteen, Superintendent McLain, Superintendent Rulo.

1. Call to Order: Chairman Trautman called the meeting to order at 7:00pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances - Councilmember Jay Holman presented Raymore Challenge Coins to Tom Reagan For his work with the Recreational Futsal Program.

5. Consent Agenda

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

A. Park Board Minutes October 22, 2019

Motion: Member Manson moved to accept the Park Board minutes of October 22, 2019
Member Harris seconded the motion.

Discussion: Member Houdyshell noted some corrections that need to be made regarding Board member names. The corrections were noted and changed.

Vote:	7 Aye	Member Bartow	Absent
	0 Nay	Member Collier	Aye
	1 Absent	Member Harris	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

6. Staff Reports

Recreation Superintendent McLain highlighted his written report. Superintendent McLain introduced The new Recreation coordinator Corinne Daut and Intern Ty Chaney working with Todd Brennon. Athletic Coordinator Todd Brennon gave a report on the current basketball program.

Parks Superintendent Rulo highlighted his written report.

Parks & Recreation Director Musteen highlighted his written report.

APPROVED: February 25, 2020 (6-0, 1 Abstain)

7. Old Business - None

8. New Business

A. CAPRA Accreditation Process Presentation Item

Director Musteen presented a plan to begin the self evaluation phase towards national accreditation through the Nation Recreation Park and Recreation Association's Commission for Accreditation of Park and Recreation Agencies.

9. Public Comment

10. Board Member Comment

11. Adjournment

Motion: Member Harris moved to adjourn the regular meeting.
Member Manson seconds the motion.

Discussion: None

Vote: 7 Aye Member Bartow Absent
0 Nay Member Cipolla Aye
1 Absent Member Harris Aye
 Member Houdyshell Aye
 Member Manson Aye
 Member Supple Aye
 Member Trautman Aye
 Member Williamson Aye

The regular meeting of the Raymore Park Board adjourned at 7:39 pm.

Respectfully submitted,
Greta Naab
Office Assistant