

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, May 10, 2021

7:00 p.m.

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Presentations/Awards.

- National Police Week Proclamation - May 9-15, 2021 (pg 229)

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, April 26, 2021 (pg 17)

7. Unfinished Business. Second Reading.

- A. Award of Contract - 2021 Curb Project

Reference: - Agenda Item Information Sheet (pg 27)
- Bill 3616 (pg 29)
- Contract (pg 31)

Staff recommends approval of Bill 3616 awarding contract to Terry Snelling Construction Inc. for the 2021 Curb replacement project.

City Council, 04/26/2021: Approved 8-0

B. Award of Contract - Centerview Phase II

Reference: - Agenda Item Information Sheet (pg 61)
- Bill 3618 (pg 63)
- Contract (pg 65)

Staff recommends approval of Bill 3618 awarding the contract to Terry Snelling Construction Inc. for the Centerview Phase II Project.

City Council, 04/26/2021: Approved 8-0

8. New Business. First Reading.

A. Award of Contract - 2021 Street Preservation

Reference: - Agenda Item Information Sheet (pg 123)
- Bill 3617 (pg 125)
- Contract (pg 127)

Staff recommends approval of Bill 3617 awarding the contract to JM Fahey Construction Company for the 2021 Street Preservation Project.

B. Agreement with Raymore-Peculiar School District for SRO Services

Reference: - Agenda Item Information Sheet (pg 165)
- Bill 3619 (pg 167)
- Agreement (pg 169)

This agreement calls for the City of Raymore to provide School Resource Officer (SRO) services to the Raymore-Peculiar School District for schools within the Raymore City limits and the East Middle School located in Cass County during the 2021-2022 school year. The School District will provide reimbursement to the City for these services.

C. Eastbrooke at Creekmoor Second Final Plat

Reference: - Agenda Item Information Sheet (pg 177)
- Bill 3620 (pg 179)
- Staff Report (pg 181)
- Development Agreement (pg 186)
- Final Plat (pg 195)

Ernie Deaton, representing Cooper Land Development, filed a request for final plat approval for Eastbrooke at Creekmoor Second Plat, a 41-lot single-family development located along Hampstead Drive, west of North Madison Street

Planning and Zoning Commission, 05/04/2021: Approved 8-0-1

D. The Venue of The Good Ranch Final Plat

Reference: - Agenda Item Information Sheet (pg 197)
- Bill 3621 (pg 199)
- Staff Report (pg 202)
- Development Agreement (pg 207)
- Final Plat (pg 218)

Jake Loveless, representing Venue Land Partners LLC, filed a request for final plat approval for The Venue of The Good Ranch, a 6-lot multi-family townhome development located on the east side of Dean Avenue, north of North Cass Parkway

Planning and Zoning Commission, 05/04/2021: Approved 8-0-1

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

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 05/03/2021 (pg 221)
 - Planning and Zoning Commission minutes, 04/06/2021 (pg 223)
-

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 April 2021

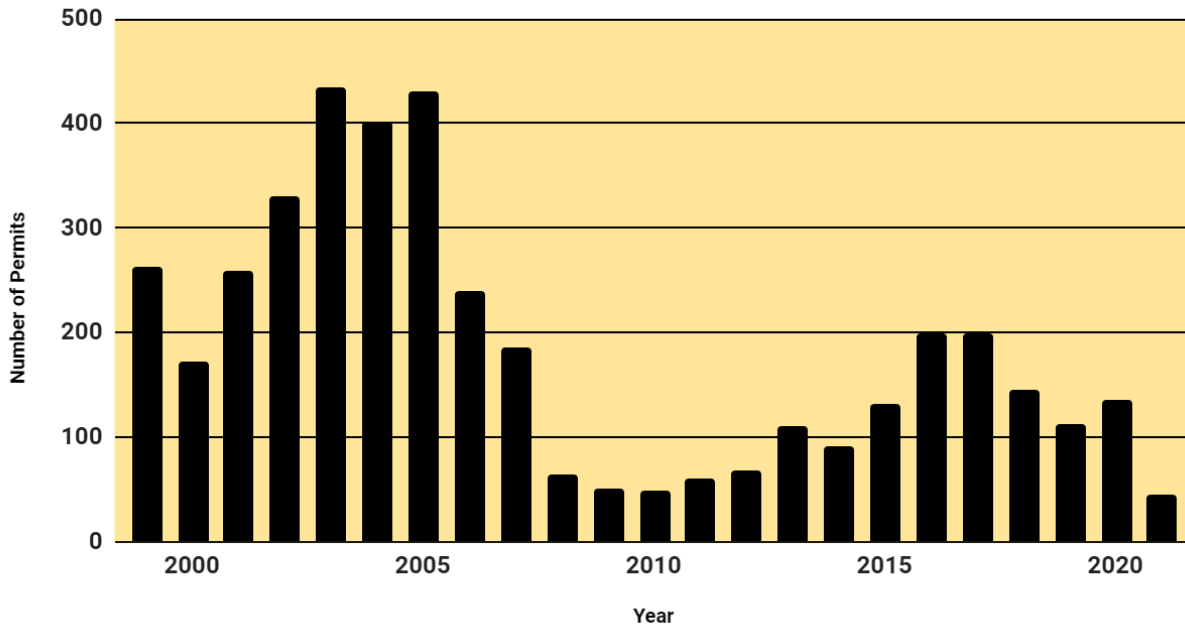
Building Permit Activity

Type of Permit	Apr 2021	2021 YTD	2020 YTD	2020 Total
Detached Single-Family Residential	12	46	34	136
Attached Single-Family Residential	0	0	10	22
Multi-Family Residential	0	0	0	396
Miscellaneous Residential (deck; roof)	92	241	225	1,240
Commercial - New, Additions, Alterations	6	10	8	13
Sign Permits	3	5	12	37
Inspections	Apr 2021	2021 YTD	2020 YTD	2020 Total
Total # of Inspections	384	1306	1,315	4,447
Valuation	Apr 2021	2021 YTD	2020 YTD	2020 Total
Total Residential Permit Valuation	\$3,326,100	\$12,080,300	\$10,331,600	\$40,314,600
Total Commercial Permit Valuation	\$1,319,900	\$1,895,300	\$8,004,300	\$46,094,200

Additional Building Activity:

- Construction continues at The Lofts at Fox Ridge apartment community
- Construction continues on the first industrial building in the Raymore Commerce Center. Site grading has commenced for a 2nd building.
- Construction has commenced for Community America Credit Union to locate a branch at 1400 W. Foxwood Drive in the Willowind Shopping Center
- Site work has commenced for The Venue of The Good Ranch townhome development.
- Construction has commenced for the Heartland Dental Office building in the Raymore Marketplace
- Renovations have commenced for the re-use of the former Steak 'n Shake as a medical marijuana dispensary facility.
- Site work has commenced on the South Town Storage facility, a covered parking area for RV's and similar vehicles
- Manor Homes of Eagle Glen apartments are re-roofing all buildings.

Single Family Building Permits



Code Enforcement Activity

Code Activity	Apr 2021	2021 YTD	2020 YTD	2020 Total
Code Enforcement Cases Opened	69	201	183	565
<i>Notices Mailed</i>				
- Tall Grass/Weeds	9	0	13	96
- Inoperable Vehicles	19	88	73	185
- Junk/Trash/Debris in Yard	12	34	25	92
- Object placed in right-of-way	2	0	1	6
- Parking of vehicles in front yard	6	17	9	20
- Exterior home maintenance	10	16	18	43
- Other (trash at curb early; signs; etc)	0	1	4	6
Properties mowed by City Contractor	5	5	8	73
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	1	0	3
Signs in right-of-way removed	59	222	142	460
Violations abated by Code Officer	11	30	60	133

Development Activity

Current Projects

- Park Side 1st Final Plat
- Park Side Park Final Plat
- Eastbrooke at Creekmoor Second Final Plat
- The Venue of The Good Ranch Final Plat
- The Prairie at Carroll Farms Rezoning and Preliminary Plat
- South Town Storage Variance - Side Yard Setback

	As of Apr 30, 2021	As of Apr 30, 2020	As of Apr 30, 2019
Homes currently under construction	585 (396 units at Lofts of Foxridge)	171	155
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	225	306	385
Total number of dwelling units in City	8,826	8,689	8,555

Actions of Boards, Commission, and City Council

City Council

April 12 2021

- Ben Bailey was appointed to the Board of Adjustment
- Approved on 1st reading the vacation of a portion of a utility easement at 813 Bridgeshire Drive
- Approved on 1st reading a reimbursement agreement for engineering services for the design of the extension of Sunset Lane through the Park Side Subdivision

April 26, 2021

- Approved on 2nd reading the vacation of a portion of a utility easement at 813 Bridgeshire Drive
- Approved on 2nd reading a reimbursement agreement for engineering services for the design of the extension of Sunset Lane through the Park Side Subdivision

Planning and Zoning Commission

April 6, 2021

- Approved the site plan for South Town Storage, a covered parking area for RV's and similar vehicles

April 20, 2021

- Meeting cancelled

Board of Adjustment

April 20, 2021

- Denied the appeal of the enforcement order that was issued for the keeping of chickens on property located at 400 N. Park Drive

Upcoming Meetings – April & May

May 4, 2021 Planning and Zoning Commission

- Annual review of the Growth Management Plan
- Eastbrooke at Creekmoor Second Final Plat
- The Venue of The Good Ranch Final Plat

May 10, 2021 City Council

- 1st reading - Eastbrooke at Creekmoor Second Final Plat
- 1st reading - The Venue of The Good Ranch Final Plat

May 18, 2021 Board of Adjustment

- Variance application filed by Bill Breit requesting a reduction in the side yard setback requirement for the westernmost building proposed as part of the South Town Storage facility on 58 Highway.

May 18, 2021 Planning and Zoning Commission

- The Prairie at Carroll Farms Rezoning and Preliminary Plat (public hearing)
- Park Side 1st Final Plat
- Park Side Park Final Plat
- Oak Ridge Farms Final Plat

May 24, 2020 City Council

- 1st reading - Park Side 1st Final Plat
- 1st reading - Park Side Park Final Plat
- 1st reading - Oak Ridge Farms Final Plat
- 2nd reading - Eastbrooke at Creekmoor Second Final Plat
- 2nd reading - The Venue of The Good Ranch Final Plat

June 1, 2021 Planning and Zoning Commission

- Annual review of the Unified Development Code

June 14, 2021 City Council

- 1st reading - Rezoning of The Prairie at Carroll Farms from A and R-1 to R-1P (public hearing)
- Resolution for Preliminary Plat for The Prairie at Carroll Farms (public hearing)
- 2nd reading - Park Side 1st Final Plat
- 2nd reading - Park Side Park Final Plat

June 15, 2021 Planning and Zoning Commission

- Saddlebrook Rezoning and Preliminary Plat (public hearing)

June 28, 2021 City Council

- 2nd reading - Rezoning of The Prairie at Carroll Farms from A and R-1 to R-1P
- Resolution for Preliminary Plat for The Prairie at Carroll Farms
- 1st reading - Saddlebrook rezoning - modification of development standards for R-1P zoning designation (public hearing)
- Resolution for Preliminary Plat for Saddlebrook (public hearing)

Department Activities

- Tasco completed demolition of the fire-damaged house at 1231 Wiltshire Blvd.
- Director Jim Cadoret and Economic Development Director David Gress participated in a webinar "Everything you need to know about the single-family rental and build-for-rent market."
- Economic Development Director David Gress and several staff members participated in the virtual 2021 Heartland Economic Development Course.
- Economic Development Director David Gress participated in the monthly morning coffee sponsored by the Raymore Chamber of Commerce.
- Director Jim Cadoret and City Planner Katie Jardieu participated in the open houses held for the [Universal Design](#) Home.
- Economic Development Director David Gress appeared on Foxwood Springs TV to discuss economic development activities within the City.
- City Planner Katie Jardieu participated in a virtual meeting of the Cass County Non-Profits group.
- GIS Coordinator Heather Eisenbarth is working on a new on-line entry page for the City GIS mapping applications. The current City map applications can be viewed [here](#).
- Director Jim Cadoret, Economic Development Director David Gress, and Public Works Director Mike Krass participated in the virtual 2021 Heartland Economic Development Course on "Making Sense of Placemaking".
- City Planner Katie Jardieu attended a KU Public Management Center Emerging Leaders Academy class via Zoom.
- Director Jim Cadoret participated in a webinar sponsored by the Missouri Municipal League on Code Enforcement Policy Considerations.
- Economic Development Director David Gress participated in the virtual 2021 Heartland Economic Development Course.

- Economic Development Director David Gress participated in the monthly Board meeting of the Raymore Chamber of Commerce.
- Economic Development Director David Gress attended the Raymore Chamber of Commerce Monthly Membership Luncheon.
- A Good Neighbor meeting was held for [The Prairie at Carroll Farms](#), a 312-lot single-family subdivision proposed for 143 acres on the west side of Kurzweil Road, north of 58 Highway. The Planning and Zoning Commission will consider the request on May 18.
- Director Jim Cadoret and Economic Development Director David Gress participated in the virtual Economic Forecast Webinar sponsored by the Mid-America Regional Council.
- Economic Development Director David Gress attended the grand opening and ribbon cutting ceremony for Scooter's Coffee hosted by the Raymore Chamber of Commerce.

GIS Activities

- Deployment of 'ESRI Solution' for 'Code Enforcement Operations' for testing/development
- Supply of cartographic maps as requested
- Monitoring of data services and apps for performance & security updates
- Addressing operations
- Data creation & management - ArcGIS Collector for Field Use
- Update of older web services with activity, decommissioning of 'stale' resources
- Review/testing of public facing apps
- Technical support for desktop and portal clients
- Update of fileshare(s) for geospatial data & publication graphics as requested
- Configuration for external resources

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

Reporting Period:		
April	2021	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
100 Municipal Circle Raymore, MO 64083	100 Municipal Circle Raymore, MO 64083	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 331-1712	(816) 331-0634	
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Donna Furr-Court Administrator	donna.r.furr@courts.mo.gov	Ross Nigro

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	47	1,183	696
B. Cases (citations / informations) filed	12	159	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	1
3. court / bench trial - NOT GUILTY	0	0	2
4. plea of GUILTY in court	1	62	20
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	17	6
6. dismissed by court	0	0	0
7. nolle prosequi	0	4	8
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	1	83	37
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	58	1,259	703
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:	78	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	88	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,785		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$8,850.50
Clerk Fee – Excess Revenue	\$809.24
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$24.79
Bond forfeitures (paid to city) – Excess Revenue	\$195.00
Total Excess Revenue	\$9,879.53
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$5,836.75
Clerk Fee – Other	\$385.12
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$99.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$705.87
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$11.84
Law Enforcement Training (LET) Fund surcharge	\$199.07
Domestic Violence Shelter surcharge	\$396.00
Inmate Prisoner Detainee Security Fund surcharge	\$199.07
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$1,115.00
Total Other Revenue	\$8,947.72
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	\$18,927.25
Bond Refunds	\$250.00
Total Disbursements	\$19,177.25

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, APRIL 26, 2021 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND RECORDING SECRETARY BRITTNEY PARKER.

- 1. Call to Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** Recording Secretary Brittney Parker called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**

Kim Pearson, Dana F. Cole & Co., presented the Fiscal Year 2020 Financial Statements.

6. Staff Reports.

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

City Planner Katie Jardieu provider a review of the Comprehensive Plan update included in the Council packet.

City Manager Jim Feuerborn announced items for the City Council work session on May 3.

Assistant City Manager Mike Ekey announced the City is a recipient of the 2021 Leading the Way Award from ETC Institute based on results from the 2021 Citizen Satisfaction Survey.

7. Committee Reports.

8. Consent Agenda.

- A. City Council regular meeting minutes, April 12, 2021**
- B. City Council special meeting minutes, April 12, 2021**
- C. Resolution 21-12: Disposal of Surplus Property**
- D. Resolution 21-13: Acceptance of Public Improvements - Dean Avenue Extension**

MOTION: By Councilmember Townsend, second by Councilmember Holman 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. Easement Vacation - 816 Bridgeshire Drive

BILL 3610: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF A UTILITY EASEMENT LOCATED ON LOT 178 IN EDGEWATER AT CREEKMOOR 6TH PLAT, A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

Recording Secretary Brittney Parker conducted the second reading of Bill 3610 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3610 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 3610 as **Raymore City Ordinance 2021-016.**

B. Sunset Lane Design Reimbursement Agreement

BILL 3611: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET DESIGN REIMBURSEMENT AGREEMENT WITH PARK SIDE LLC TO DESIGN A PORTION OF THE EXTENSION OF SUNSET LANE."

Recording Secretary Brittney Parker conducted the second reading of Bill 3611 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to

approve the second reading of Bill 3611 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 3611 as **Raymore City Ordinance 2021-017**.

C. Award of Contract - Street Light Maintenance

BILL 3612: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CUSTOM LIGHTING SERVICES LLC DBA BLACK AND MCDONALD TO PROVIDE STREET LIGHT MAINTENANCE SERVICES."

Recording Secretary Brittney Parker conducted the second reading of Bill 3612 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3612 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 3612 as **Raymore City Ordinance 2021-018**.

D. Award of Contract - Sunset Lane & Hawkrigde Park Improvements

BILL 3613: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH COOK, FLATT & STROBEL ENGINEERS FOR THE SUNSET LANE / HAWK RIDGE PARK, CITY PROJECT NUMBER 20-010 IN THE AMOUNT OF \$368,423 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS

WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

Recording Secretary Brittney Parker conducted the second reading of Bill 3613 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3613 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 3613 as **Raymore City Ordinance 2021-019.**

E. Award of Contract - Hawk Ridge Park Design Services

BILL 3614 “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2021 CAPITAL BUDGET.”

Recording Secretary Brittney Parker conducted the second reading of Bill 3614 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3614 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 3614 as **Raymore City Ordinance 2021-020.**

7. New Business. First Readings.

A. Selection of Mayor Pro Tempore

Mayor Turnbow announced that Section 3.4 of the City Charter, Mayor Pro Tempore, provides that the Council shall elect annually from among its members a Mayor Pro Tempore. The Mayor Pro Tempore shall assume the powers and duties of the Mayor during the absence or disability of the Mayor, or if a vacancy occurs. While assuming the powers and duties of the Mayor, the Mayor Pro Tempore shall retain his/her vote as a Council Member, but shall not possess the additional Mayor voting power provided by Section 4.4(a), and shall not possess the Mayor veto power provided by Section 4.4(c).

Mayor Turnbow entertained nominations for Mayor Pro Tempore.

MOTION: By Councilmember Townsend, second by Councilmember Holman to nominate Councilmember Jacobson as Mayor Pro Tempore.

Mayor Turnbow asked for further nominations and hearing none, called for a vote on the nomination for Councilmember Jacobson.

DISCUSSION: None

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

B. Governing Body Members on Planning and Zoning Commission

Mayor Turnbow stated Section 465.020 (B) (4) of the Unified Development Code of the City Code provides that the Council shall designate whether or not it shall have a member serve on the Planning & Zoning Commission and the Mayor shall designate if they choose to be a member of the Commission and any such member shall serve for a one year term. He announced his desire to be a member of the Planning and Zoning Commission this year. He asked the Council if they wished to designate a member to serve on the Planning and Zoning Commission. Verbal consensus was received from members of the Council that a member of the Council would not serve on the Planning and Zoning Commission.

C. Award of Contract - 2021 Curb Project

BILL 3616: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC. FOR THE 2021 CURB REPLACEMENT PROJECT, CITY PROJECT NUMBER 21-375-201, IN THE AMOUNT OF \$588,

765 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Brittney Parker conducted the first reading of Bill 3616 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the council packet. Three bids were received on April 8, 2021. Terry Snelling Construction Inc. is the lowest and best bidder. Staff recommends the contract for the 2021 Curb Project to be awarded to Terry Snelling Construction Inc. in the amount of \$588,765. He answered questions from the Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3616 by title only.

DISCUSSION: None

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

D. Award of Contract - Centerview Phase II

BILL 3618: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC. FOR THE CENTERVIEW PHASE II PROJECT, CITY PROJECT NUMBER 21-372-201, IN THE AMOUNT OF \$487,000 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Brittney Parker conducted the first reading of Bill 3618 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the council packet. This project includes the construction of a sidewalk connection from Broadmoor along the southern property line, a raised boardwalk along the detention ponds and a sidewalk connection along Highpoint Drive to Johnston Drive. Two bids were received on April 14, 2021. Terry Snelling Construction Inc. was determined to be the lowest and best bidder. Staff recommends the contract for the Centerview Phase II Project to be awarded to Terry Snelling Construction Inc.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3618 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. Please identify yourself for the record and keep comments to a maximum of five minutes.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers thanked city staff for ongoing work done for the City and congratulated Councilmember Jacobson for being nominated Mayor Pro Tempore.

Councilmember Jacobson expressed gratitude to the Council for electing him Mayor Pro Tempore.

Councilmember Abdelgawad reminded citizens to visit local businesses and restaurants during Raymore Restaurant & Local Business Week.

13. Adjournment.

MOTION: By Councilmember Townsend, second by Councilmember Holman 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 7:47 p.m.

Respectfully submitted,

Brittney Parker
Recording Secretary

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 26, 2021

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 3616 - 2021 Curb Replacement Project

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.3 Improve safety for all modes of travel throughout the community.

FINANCIAL IMPACT

Award To:	Terry Snelling Construction, Inc.
Amount of Request/Contract:	\$588,765
Amount Budgeted:	\$600,000
Funding Source/Account#:	\$400,000 Fund 36 \$200,000 Fund 46

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Current Project Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2021 Curb Project will include work in the neighborhoods as shown on the attached map.

Bids were received for the 2021 Curb Project on April 8, 2021:

Terry Snelling Construction, Inc	\$588,765
Freeman Concrete Construction	\$742,436
Phoenix Concrete LLC	\$1,026,354

Terry Snelling Construction Inc. is the lowest and best bidder. Staff recommends the contract for the 2021 Curb Project to be awarded to Terry Snelling Construction Inc. in the amount of \$588,765.

BILL 3616

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC. FOR THE 2021 CURB REPLACEMENT PROJECT, CITY PROJECT NUMBER 21-375-201, IN THE AMOUNT OF \$588,765 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the 2021 Curb project was included in the 2021 Capital Budget; and

WHEREAS, bids for this project were received on April 8, 2021; and

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

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$588,765 with Terry Snelling Construction Inc. for the 2021 Curb project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 26TH DAY OF APRIL, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF MAY, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

2021 Curb Replacement Project

This Contract for the 2021 Curb Replacement Project hereafter referred to as the **Contract** is made this 10th day of May, 2021, between Terry Snelling Construction Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 20004 E Yocum Road, Independence, MO 64058, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of May 10, 2021 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 21-375-201 2021 Curb Replacement Project 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 **180** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$588,765.00.

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 27) 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 the Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
_____ Jim Feuerborn, City Manager

Attest: _____
_____ Erica Hill, City Clerk

(SEAL)

TERRY SNELLING CONSTRUCTION INC.

By: _____ *Thy N. Snelling*
_____ Pres.

Title: _____

Attest: _____ *Wesley L. King*
_____ Sec

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

2021 Curb Replacement Project

Attendance at the pre-bid meeting may be considered as a factor by City staff in determining if non-conforming bids with deviations or oversights are accepted for further consideration as qualified bids, or rejected as non-responsive bids. City staff are not required to provide further instructions, guidance or advice to potential bidders if the information sought was provided as part of the RFP and/or included in the pre-bid meeting. Addenda will be issued as the City considers necessary in response to issues raised at the pre bid meeting. It is the bidders responsibility to obtain said addenda.

SCOPE OF SERVICES:

- The 2021 Curb Replacement Project primarily consists of removal and replacement of existing curb, curb patching and ADA ramp replacement.

1. SPECIFICATIONS WHICH APPLY

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, latest edition. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall take precedence for construction. All equipment and material not covered by APWA, the City's Technical Specifications or MODOT's Standard Specifications for Highway Construction Manual are included following this sheet. *Where the standards are in conflict, the more stringent criteria shall apply.*

2. PROJECT AWARD

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

The City of Raymore preserves the right to increase, reduce or delete any bid items after award of the contract. No adjustments will be made to the unit prices bid on the contract for any items because of increase, reduction or deletion. **Additional streets with various lengths of curb replacement may be added to the project.**

3. PROJECT COMPLETION AND SCHEDULE

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

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. SPECIAL CONDITIONS

- *Existing Curb Removal:* The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. The unit price named in the bid shall cover all costs in connection therewith for removing any type of existing curb and/or additional existing materials to install replacement curb including cutting and disposal of material. Curb removal will be in several areas of varying lengths per street. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** No street cuts shall be permitted during the removal or replacement of the curb without permission. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.

- *Curb Replacement Modified Straight Back and Roll Back:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for both modified straight back (see attached detail) and roll back curb (CG-2), including: doweling into existing curb, expansion material, installation of new curb and protection of the new curb during the curing process. Curb replacement will be in several areas of varying lengths per street. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** One set of concrete compressive strength cylinders shall be made each week curb is installed. Four cylinders per test site will be required. Testing shall be subsidiary to this bid item. No street cuts shall be permitted during the removal or replacement of the curb without permission. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Surface Mount Detectable Warning Tiles:* The unit price named in the bid shall be for each tile installed. The unit price named in the bid shall cover all costs in connection therewith to install the tiles on existing ADA ramps. The tiles shall be Surface Applied Armor Tile Detectable Warning Surface or an approved equal. The tile shall be at least 2' x 4' in size and be brick red in color.
- *ADA Ramp:* The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (more than one pad may be required at no additional cost), removing and replacing up to 20 LF of curb, installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps includes the transition, ramp, landing and up to 15' of sidewalk. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **The ADA ramp shall be 6" thick concrete without a reinforcement bar. The ADA Ramps may be installed on streets receiving curb replacement and various locations throughout the City of Raymore.**

- *Dean Avenue ADA Ramps:* The unit price named in the bid shall be for Each ADA Ramp installed on Dean Avenue between 58-Hwy and Hickory Leaf Lane see drawing. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices, traffic control plan, cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (more than one pad may be required at no additional cost), removing and replacing up to 20 LF of curb, installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps includes the transition, ramp, landing and up to 15' of sidewalk. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **The ADA ramp shall be 6" thick concrete without a reinforcement bar. The ADA ramp replacement on Dean Avenue will require a traffic control plan compliant with the latest MUTCD standards to be submitted prior to construction, the cost of the plan and required traffic control devices shall be subsidiary to this bid item.**
- *ADA Ramp Edge Curb:* The unit price named in the bid shall be for the linear feet of ADA Ramp Edge Curb installed. The unit price named in the bid shall cover all costs in connection therewith for ADA Ramp Edge Curb including: doweling, installation of new curb and protection of the new curb during the curing process. Not all ADA ramps will require curb. ADA Ramp Edge Curb will be installed where final grading does not allow for normal installation of ADA Ramps. **Concrete used in the ADA Ramp Edge Curb shall be an approved KCMMB 4K mixture.**
- *Curb Patching:* The unit price named in the bid shall be per bag installed. The unit price shall include all labor, equipment, material removal and materials used to install the bags of concrete. The curb to be patched shall have all broken or loose material removed to stable concrete. The concrete patching material shall be Sakrete fast setting concrete mix in 50 pound bags, or approved equal. A list of curb patching locations will be provided to the contractor each month active curb replacement is occurring on this contract, patching shall be completed within 14 calendar days of issuing the list. The curb patching will be of various sizes and multiple locations throughout the City of Raymore.

- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *Expansion Joints & Dowels:* The contractor shall use three #5 smooth dowels when connecting into existing concrete. One end of each section of curb replacement shall also use $\frac{3}{4}$ inch expansion joint material with three greased and capped #5 smooth dowels. See the City's Technical Specifications for additional information regarding expansion joints and dowels.
- *Site Restoration:* Site Restoration shall be considered subsidiary to the curb replacement bid item. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**
- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.
- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will

furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.

- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (MCIB) Sections 10 and 11 for cold or hot weather concrete. With the following exception: concrete shall not be placed when temperatures are below 34 °F.

7. ADDITIONAL REQUIREMENTS

- *Notification:* Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations. City will provide door hangers.
- *Tax Exempt:* This is a Tax Exempt Project
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired

according to the utility company's standards at the expense of the Contractor.

- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

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

10. ADDITIONAL BIDDING INFORMATION

10.1 Project is tax exempt.

List of Streets for Repairs

Street for Curb Replacement	Start	End	Quantity (LF)
Stonegate Terrace	S. Foxridge Drive	Cul De Sac	1550
Old Mill Road	S. Foxridge Drive	South end of road	4700
S. Foxridge Drive	Lucy Webb Road	Old Mill Road	5550
Coyote Drive	Elk Drive	Archer Drive	1075
Redwood Drive	Oak Drive	Cul De Sac	2100
Pacific Court	N. Lakeshore Drive	Cul De Sac	700
S. Park Drive	Maple Street	Olive Street	600
Murphy Drive	Maple Street	Walnut Street	1500
Kettering Lane	Creekmoor Drive	Kingsland Circle	1900
Brunswick Lane	Metfield Lane	Dunvegan Lane	1175

CITY OF RAYMORE, MISSOURI
21-375-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of May, 2021.

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 27 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 27). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

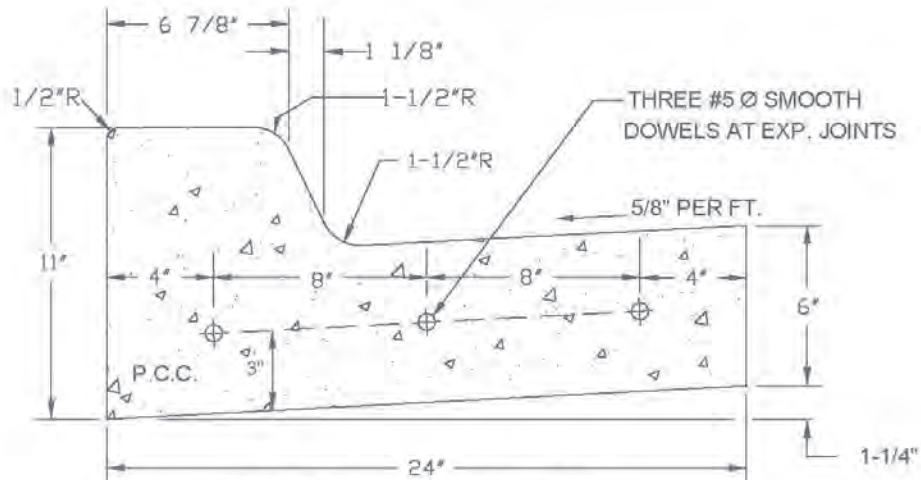
Pursuant to 610.021 RSMo, all documents within a request for proposal will become an open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within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

Y. American Products

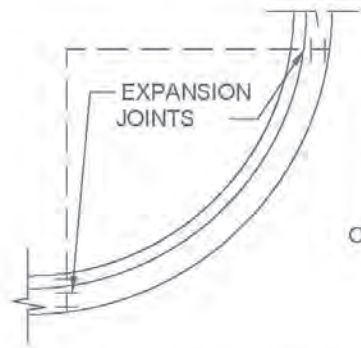
Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

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

Approx. 0.048 CY per LIN FT



CROSS SECTION

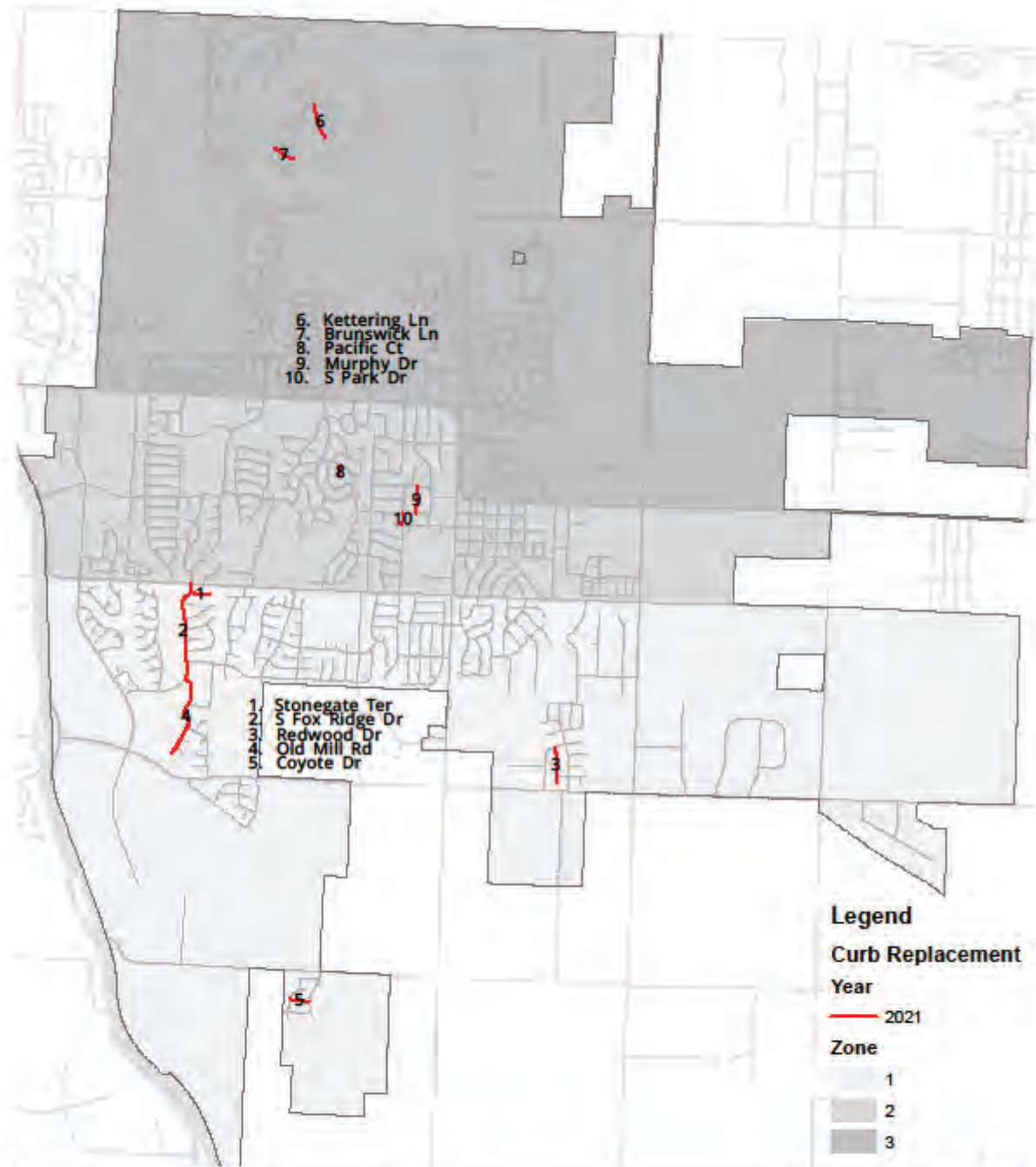


**PLAN VIEW
 OF EXPANSION JOINTS LOCATIONS**

Notes:

1. 3/4" pre-molded, expansion joints with 2 foot steel dowels to be placed at radius points, vertical points of curvature, curb inlets and intermediate points not to exceed 300 feet. Dowels shall be smooth, greased and capped on one end.
2. Contraction joints, 2 inches deep and spaced every 10 feet, shall be sawn as soon as curing permits.
3. All exposed concrete shall be sprayed with cure as soon as finishing permits. Plastic sheeling is not an acceptable curing method.
4. KCMMB 4K concrete shall be used throughout.

PLANNING & ENGINEERING 100 MUNICIPAL CIRCLE RAYMORE, MO 64083 (816)331-0488 FAX (816)331-8067		CITY OF RAYMORE			
		CURB REPLACEMENT STRAIGHT BACK CURB & GUTTER			
DRAWN	Modified 3/9/16	DATE		SIZE	REV
CHECKED				A	
APPROVED				FSCM NO.	DWG NO.
				SCALE NONE	SHEET 1 OF 1



 **RAYMORE**
come home to more

Curb Replacement
Priority Yr 2021



Published: 3/22/21 Path: \\GIS\Map\Projects\highway\raymore\curbReplacement2021





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 26, 2021

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 3618 - Centerview Phase II Project

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2 Create a Physical Environment that inspires a sense of pride in public spaces

FINANCIAL IMPACT

Award To:	Terry Snelling Construction Inc.
Amount of Request/Contract:	\$487,000
Amount Budgeted:	\$1,200,000
Funding Source/Account#:	Park G.O. Bond Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 2021	September 2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Images of sample product

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project includes the construction of a sidewalk connection from Broadmoor along the southern property line, a raised boardwalk along the detention ponds and a sidewalk connection along Highpoint Drive to Johnston Drive

The City received the following bids on April 14, 2021:

Terry Snelling Construction Inc.	\$487,000
Sands Construction LLC	\$582,605

Terry Snelling Construction Inc. was determined to be the lowest and best bidder.

Staff recommends the contract for the Centerview Phase II Project to be awarded to Terry Snelling Construction Inc.

BILL 3618

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC. FOR THE CENTERVIEW PHASE II PROJECT, CITY PROJECT NUMBER 21-372-201, IN THE AMOUNT OF \$487,000 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Centerview Phase II project was included in the FY2021 budget; and

WHEREAS, bids for this project were received on April 14, 2021; and

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

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$487,000 with Terry Snelling Construction Inc. for the Centerview Phase II 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 26TH DAY OF APRIL, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF MAY, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Centerview Phase II Project

This Contract for the Centerview Phase II project, hereafter referred to as the **Contract** is made this 10th day of May, 2021, between Terry Snelling Construction Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 20004 E Yocum Road, Independence, Missouri 64058, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of May 10, 2021 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 #21-372-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **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 \$487,000.

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 27) 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 the Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

TERRY SNELLING CONSTRUCTION INC.

By: _____
Gregory Snelling
Pres.

Title: _____

Attest: _____
Wendy L. Bay
Sec.

APPENDIX A **SCOPE OF SERVICES AND SPECIAL PROVISIONS**

Centerview Phase II Project

This project consists of;

- 470' of 10' wide, 4" thick sidewalk
- 525' of 5' wide, 4" sidewalk
- 150' of 5' wide, gravel path
- 580' of 10' wide, elevated boardwalk with railing along one side. Decking is to be pressure-treated, yellow pine, kiln dried after treatment.
- 112 concrete piles to support the new boardwalk
- Removal of 320 feet of concrete flume, replaced by 2000 sq ft of ledge stone.
- 1 ADA ramp, removed and replaced
- 1 removable bollard
- 180 tons of rip rap underneath boardwalk
- Restoration by hydroseed

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" October 2001 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

Following are the completion dates for various portions of the contract. These completion dates shall be strictly adhered to.

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 2001 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. Boardwalk is to be supplied and manufactured by Wickcraft Boardwalks, 2317 Daniels Street, Madison, Wisconsin 53718 or approved equal.

7. **7.00 SHOP DRAWINGS**

7.01 Prior to performance of the work, the Contractor shall prepare and submit to the Engineer, schedules, documents and shop drawings necessary to complete the work. The Contractor shall allow sufficient time for the Engineer to review and comment on the submittals and for the Contractor to respond to the comments, prior to performance of the work involved; normally two to three weeks. The Engineer may require additional information including permits, detail drawings, and calculations as needed to complete the review. The Contractor shall furnish as many copies of the submittals as the Engineer requires for review and subsequent inspection of the work. The Contractor shall not change the submittals without the Engineer's written consent. Upon completion of the work, reproducible copies suitable for microfilming shall be furnished to the Engineer if requested. The price bid for the contract items includes the cost of preparing and furnishing the submittals. The Engineer's review of the submittals does not relieve the Contractor of responsibility for: 1. Accuracy of dimensions and details. 2. Agreement and conformity with the contract. 3. Successful completion of the work. 4. Proper and safe design done by the Contractor. 5. Proper and safe construction of the work.

7.02 The approval of any shop drawings which substantially deviates from the requirement of the contract documents shall be evidenced by a change order.

7.03 When submitting for the Engineer's review, shop drawings shall bear the

Contractor certification that the Contractor has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

7.04 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Standard Technical Specifications Contract Documents Updated 9/2019 Page 51 of 78 Engineer. Prior to the Engineer's approval of the shop drawings or other submissions, if the Contractor chooses to proceed on work contained within the shop drawings or submissions, it will be done at the Contractor's risk. The Contractor will not receive any additional compensation to bring the completed work into compliance with the approved shop drawings or submissions. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer

8. 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.

7. Centerview Improvements Phase II:

- A. Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. This item shall be paid for as per the schedule in the General Conditions of the Raymore Specifications.
- B. Grading, Clearing and Demolition:** Grading shall be considered a lump sum item for payment. The lump sum shall cover all labor, equipment and materials required to prepare the site for the boardwalk and sidewalk construction. This includes, but is not limited to removing the concrete flumes as indicated on the plans, removing all the vegetation from the existing retaining wall and treating the remaining woody stumps with Tordon. Site is to be returned to pre-construction grades upon completion of the project.
- C. Surveying:** Surveying shall be considered a lump sum item for payment. The lump sum shall be considered to include all costs to establish controls to complete the project. Any re-staking is the responsibility of the

contractor. Staking the location and elevation of the concrete piers is the responsibility of the contractor and subsidiary to this line item.

- D. Gravel Pathway:** Gravel Pathway shall be paid for at the unit bid price per ton. The unit price shall include all the labor, equipment and materials necessary to complete a 6" thick, 5' wide chat pathway.
- E. 4" Thick, 10' Wide, Concrete Sidewalk:** 4" Thick, 10' Wide, Concrete Sidewalk will be paid for at the unit bid price per linear foot. The unit price shall include all necessary labor, equipment, materials, grading/excavation, formwork, utility and manhole adjustment, protection, curing compound, formwork removal, backfilling and restoration of landscaping to equal or better condition than prior to construction. Concrete will be a KCMMB 4K mix.
- F. 4" Thick, 5' Wide Concrete Sidewalk:** 4" Thick, 5' Wide Concrete Sidewalk will be paid for at the unit bid price per linear foot. The unit price shall include all necessary labor, equipment, materials, grading/excavation, formwork, utility and manhole adjustment, protection, curing compound, formwork removal, backfilling and restoration of landscaping to equal or better condition than prior to construction. Concrete will be a KCMMB 4K mix.
- G. Gravel Base Rock:** Gravel Base Rock will be paid for at the unit price per ton. The unit bid price shall include all necessary labor, materials, equipment, excavation and removal of spoils required to deliver, spread and compact a gravel base for the sidewalk as per plan. Quantity will be determined by scale tickets.
- H. Retaining Wall:** Retaining Wall shall be paid for at the unit bid price per square foot of exposed wall face. The unit bid price shall include all labor, materials and equipment required to install as per plan. Footing and un-exposed wall face shall be considered subsidiary to this line item. Retaining wall blocks shall be Pavestone Anchor Windsor Stone or approved equal.
- I. 10' Wide Boardwalk:** 10' Wide Boardwalk 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 the boardwalk as per plan location and manufacturer's specifications. The unit bid price shall include all shipping charges and any other costs associated with completing the boardwalk.
- J. Boardwalk Installation:** Boardwalk Installation shall be considered as a lump sum for payment. The lump sum payment shall cover all equipment, labor and materials required to install the boardwalk to plan and manufacturer's specifications. No modifications will be allowed to the boardwalk during installation.

- K. Concrete Piers:** Concrete Piers will be paid for at the unit bid price per vertical foot of concrete pier. The unit bid price shall include all labor, equipment and materials required to install the concrete piers to the locations specified by the Wickcraft shop drawings and the plan elevation. All rebar and fasteners are considered subsidiary to this line item.
- L. Pavers:** Pavers will be paid for at the unit bid price per square foot. The unit price shall include all necessary labor, equipment, materials, grading/excavation, formwork, reinforcing, protection from damage or vandalism, curing compound, formwork removal and backfilling to complete as per plan and detail. Pavers are to be Pavestone Eco-CityBlock, 4" x 16", Charcoal Grey. Concrete will be a KCMMB 4K mix.
- M. 2 7/8" Piles:** 2 7/8" Piles will be paid for at the unit bid price per foot, the length being measure as from the top of the concrete pier to the top of the saddle cap insert. The unit price shall include all labor, equipment and materials to install piles extending from the piers to the saddle cap of the boardwalk. The pan foot is considered subsidiary to this line item.
- N. Vestil Bollards:** Vestil Bollards shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to install the bollards at the location shown on the plans.
- O. Winterset Ledge Stone:** Winterset Ledge Stone shall be paid for at the unit bid price per square foot. The unit bid price shall include all labor, equipment and materials required to place the stone in the channels left by the removal of the concrete flumes.
- P. Silt Fence:** Silt Fence shall be paid for at the unit bid price per linear foot. The unit bid price shall include all necessary labor, equipment and materials to install, maintain and remove silt fence as per shown on plan, in the SWPPP or as directed by the owner during the project. Inspection of the silt fence and documentation of the inspections will be considered subsidiary to this line item.
- Q. Construction Entrances:** Construction Entrances. The unit bid price shall include all equipment, labor and materials to construct, maintain and remove gravel/rock construction entrances as per plans. Post removal, the area where the construction entrances was located will be restored to equal or better condition than prior to construction.
- R. ADA WheelChair Ramp:** ADA WheelChair Ramp shall be paid for at the unit bid price per each. The unit bid price shall include all necessary labor, equipment and materials to remove and dispose of the existing wheel chair ramp and curb, excavation, formwork, curing compound, detectable warning panels, concrete for the new ramp and curb, formwork removal and restoration. Any removal and replacement of existing sidewalk to

achieve required grades will be considered incidental to this line item. Concrete shall be a KCMMB 4K mix.

S. Restoration: Restoration shall be considered as a lump sum for payment. This lump sum price shall include all labor, equipment and materials to re-establish grass by hydromulch on any area disturbed by construction. All grades are to be returned to pre-construction elevations with the exception of changes required for finished improvements.

T. Rock Underneath Boardwalk: Rock Underneath Boardwalk shall be paid for at the unit bid price per ton. The bid price shall include all labor, equipment and materials required to place the specified rock beneath the boardwalk on non-woven geotextile. All costs related to the geotextile are subsidiary to this line item.

8. ADDITIONAL INFORMATION

8.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 21-372-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of May, 2021.

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's 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 27). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An

unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. Performance Bond

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

U. Payment Bond

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

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects.

The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,

- c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

PROPOSAL FORM A
RFP 21-372-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: TERRY SNELLING CONSTRUCTION INC

ADDRESS: 20004 E Yocum Rd
Street

ADDRESS: Independence MO 64058
City State Zip

PHONE: 816-985-4507

E-MAIL: terry@terrysnellingconstruction.com

DATE: 4/13/2021
(Month-Day-Year)

[Signature]
Signature of Officer/Title Pres

DATE: 4/13/2021
(Month-Day-Year)

[Signature]
Signature of Officer/Title Sec.

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

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

PROPOSAL FORM B
RFP 21-372-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 21-372-201

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

Please see attached information.

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

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

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

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

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

State the number of Years in Business: 19

State the current number of personnel on staff: 18

Terry Snelling Construction Inc

20004 E. Yocum Road
 Independence, Missouri 64058

816-985-4507

terry@terrystnellingconstruction.com

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
\$200,000.00	City of Harrisonville, MO Curb and SW tmartin@harrisonville.com	4/2018	Harrisonville, Mo	Ted Martin 816-380-8900
\$87,000.00	2018 Sidewalk Program City of Raymore, Mo psmith@raymore.com	9/2018	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$495,000.00	2018 Curb Repair Program City of Raymore, Mo psmith@raymore.com	9/2018	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$150,000.00	Misc. Concrete Repairs (misc Locations) sbrennan@rosepaving.com	12/2018	Rose Paving	Steve Brennan 708-430-1100
\$650,000.00	2019 Curb Repair Program City of Raymore, Mo psmith@raymore.com	12/2019	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$100,000.00	Misc. Concrete Repairs (misc Locations) sbrennan@rosepaving.com	12/2019	Rose Paving	Steve Brennan 708-430-1100
\$342,000.00	City of Harrisonville, MO Curb and SW tmartin@harrisonville.com	4/2019	Harrisonville, Mo	Ted Martin 816-380-8900
\$25,000.00	Platte County, MO- Curb repair bheim@co.platte.mo.us	4/2019	Platte County Mo	Bob Heim 816-200-6548
\$275,000.00	Superior/Bowen- Liberty Overlay Curbs jbelger@superiorbowen.com	10/2019	Superior/Bowen	John Belger 816-215-0339
\$129,000.00	Superior/Bowen- Jackson County jbelger@superiorbowen.com	6/2019	Superior/Bowen	John Belger 816-215-0339
\$150,000.00	Quivera Medical Plaza markf@paradiseasphalt.com	9/2019	Overland Park Ks.	Paradise Asphalt Mark Fullington 816-377-5660
\$400,000.00	Independence, Mo. - Sidewalks to Schools fwoods@indepmo.org	4/2020	Indep. Mo	Fred Woods 816-730-1349
\$80,000.00	Independence, Mo. Kendall Street wfincher@indepmo.org	4/2020	Indep. Mo.	Woodrow Fincher 816-935-3892
\$498,000.00	Independence, Mo. Waterfall Park shannah@indepmo.org	11/2020	Indep. Mo.	Sheldon Hannah 816-935-1916
\$750,000.00	2020 Curb Repair Program City of Raymore, Mo psmith@raymore.com	12/2020	Raymore, MO	City of Raymore, MO Paschal Smith 816-308-7917

Missouri Department of Transportation
Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

December 28, 2020

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

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. As set forth in 7 CSR 10-15, your firm has been approved to bid as a prime contractor on highway projects **at or below \$2,000,000**. The questionnaire submitted will be retained on file for one year, and will expire on 12/31/2021.

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

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

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

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

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

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

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

Sincerely yours,



David D. Ahlvers
State Construction and Materials Engineer



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

www.modot.com

PROPOSAL FORM D
RFP 21-372-201

Proposal of TERRY SNELLING CONSTRUCTION INC organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as 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. 21-372-201 – Centerview Phase II.

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.

4

BID PROPOSAL FORM E – Project No. 21-372-201

**Centerview Phase II Project
 Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS			\$ 21,900 ⁰⁰
Grading, Clearing & Demo	LS	1		\$ 29155 ⁰⁰
Surveying	LS	1	4000 ⁰⁰	\$ 4000 ⁰⁰
Gravel Pathway, 3/8" Chat	Tons	130	51.30	\$ 6669 ⁰⁰
High Pointe 5' Wide Sidewalk	LF	525	30.00	\$ 15750 ⁰⁰
Centerview 10' Wide Sidewalk	LF	470	49.00	\$ 23,030 ⁰⁰
Pavers	Sq Ft	375	20.60	\$ 7,725 ⁰⁰
Gravel Subgrade	tons	190	41 ⁰⁰	\$ 7,790 ⁰⁰
Pavestone Retaining Wall	Face Sq Ft	30	135 ⁰⁰	\$ 4050 ⁰⁰
10' Wide Elevated Boardwalk	LF	580	350 ⁰⁰	\$ 203,000 ⁰⁰
Boardwalk Installation	LS	1		\$ 76,559 ⁰⁰
Concrete Piers	Vertical Ft	660	60 ⁰⁰	\$ 39,600 ⁰⁰
2 7/8" Pile	Lin Ft	150	28 ⁰⁰	\$ 4200 ⁰⁰
Vestil Bollard	Each	1	952 ⁰⁰	\$ 952.00
Winterset Ledge Stone	Sq Ft	2000	10.80	\$ 21,600 ⁰⁰
Silt Fence	LF	500	2 ⁰⁰	\$ 1000 ⁰⁰
Const. Entrances	Each	2	1500 ⁰⁰	\$ 3000 ⁰⁰
ADA Ramps	Each	1	1500 ⁰⁰	\$ 1500 ⁰⁰
Restoration (hydromulch)	LS	1	4000 ⁰⁰	\$ 4000 ⁰⁰
Rock Under Boardwalk	Tons	180	64 ⁰⁰	\$ 11520 ⁰⁰
TOTAL				\$ 487,000 ⁰⁰

Total Base Bid for Project Number: 21-372-201

\$ 487,000⁰⁰

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

(\$ Four hundred eighty seven thousand dollars ^{NO}/₁₀₀)


In blank above write out the sum of the bid.

Deduct 3000⁰⁰ if Modular Trail Structure is approved for use.



**BID PROPOSAL FORM E – RFP 21-372-201
CONTINUED**

Company Name TERRY SNELLING CONSTRUCTION INC

By 
Authorized Person's Signature
TERRY S. SNELLING
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. _____

Addendum No. _____

Company Address 20004 E Yocum Rd
Independence, Mo. 64058

Phone 816-985-4507

Fax 816-796-9888

Email terry@terrysnellingconstruction.com

Date 4/13/2021

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
Centerview Phase II
Project #21-372-201

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. Modular Trail Structures (MTS) will be considered as an alternative to Wickcraft.
 - A qualification packet must be submitted with the bid packet for MTS to be considered.
 - The qualification packet must contain the following
 - Detailed cost breakdown of the alternative vs. the Wickcraft system.
 - Shop drawings specific to this site/project.
 - A comparison of warranties.

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 April 9th, 2021 at 5 p.m.

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

Company Name: TERRY SNELLING CONSTRUCTION INC
By: Terry S. Snelling / TERRYS. SNELLING
Title: Pres
Address: 20004 E Yocum Rd
City, State, Zip: Independence, Mo 64058
Date: 4/13/2021 Phone: 816-985-4507
Signature of Bidder: Terry S. Snelling

ADDENDUM MUST BE SUBMITTED WITH BID

Corporate Resolution of Terry Snelling Construction Inc.

Resolution Granting Signing and Authority to Conduct Business

Whereas, the Corporation desires to grant signing and authority to certain persons described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following persons:

Terry S Snelling, President CEO

William E Ernst, Vice President

The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, power of attorney, transfers, assignments, proposals, contracts, obligation, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that she is the duly elected and qualified Secretary and custodian of the books and records and seal of Terry Snelling Construction Inc, a corporation duly formed pursuant to the laws of the State of Missouri and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with State law and the Bylaws of the above-named Corporation on 9/17/2016, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have affixed the corporate seal of Terry Snelling Construction Inc, this 17th day of September, 2016.



Kelly L. Snelling

Secretary



**MODULAR
TRAIL
STRUCTURES** LLC

Building Innovative Pathways to Nature

We manufacture pre-fabricated, modular boardwalk systems for any environment .

Our pre-fabricated modules are **DESIGNED** for durability and sustainability. Our process saves time and money on **INSTALLATION**.

MTS Benefits:

- Detailed design information for specifiers
- Pre-fabricated yet customized to each project
- Durable, steel frames
- Reduced cost and time to install
- Virtually maintenance free
- Minimal environmental impact
- Ongoing support from specification through installation and beyond

Backed by years of boardwalk experience, we use innovative manufacturing and quality control processes to make sure our products are easier to build, easier to install and less expensive—which can translate into major savings for contractors and partners.

**HAVE AN UPCOMING BOARDWALK PROJECT?
CONTACT US TODAY.**

MODULARTRAILSTRUCTURES.COM

Modular Trail Structures, Madison, WI 608.609.9277 info@modulartrailstructures.com





P.O. Box 7383
Madison, WI 53707-7383
[P] 608.609.9277
www.modulartrailstructures.com

April 11th, 2021

To Whom It May Concern,

Please find the Modular Trail Structures proposal and quote for the **Centerview Phase II Boardwalk in Raymore, MO**. Included in this proposal is the following:

- Price quote for the specified boardwalk
- Sample boardwalk layout
- Project Specific details required per Addendum 1 to be included by bidding contractors (sheets 1, 2, and 3).
- Support photos of MTS installations.

Modular Trail Structures (MTS) offers some key design features that are ideal for the concrete footing required on this project. We also provide options with the level of pre-fabrication for contractors. Please see a list of our benefits below.

- **MTS Slotted Plate Saddle Bracket:** Our slotted plate saddle bracket design allows for a greater tolerance when connecting the boardwalk leg to the boardwalk frame.
- **Structural Bolt Connection:** Our boardwalk frame is connected to our saddle bracket with structural bolts instead of self-tapping screws. This is a more structurally sound connection. It also allows for a much speedier installation.
- **Level of Prefabrication:** Our pre-fabricated modular frames will arrive at the installation site with the decking already attached (see photo enclosed). This saves significant time and labor during the installation process.

I am happy to walk you through the steps it takes to install our pre-fab system in order for you to accurately bid labor. Please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Kuehn", written over a light gray background.

Brian Kuehn
Owner
Modular Trail Structures

608-609-9277



Quote

Project Name:
 Centerville Phase II
 City of Raymore

Date: 4/8/21

Expires: 4/29/21

Item	Price
10' Wide Elevated Boardwalk – Prefabricated Structure Decking: Treated SYP – 2x6 #1 Frame: Galvanized structural steel. Typical 10' Wide x 12' Long Loading: 100 lbs. pedestrian Guardrail: Treated lumber w/ SS Cable per specifications – 580 LF Curb Rail: 1160 LF of 2x4 treated SYP. Bump out: 16' x 8'.	\$158,798.98
Support legs: 2 7/8" diameter round 150' of 2 7/8" diameter leg (galv.) 112 Support plates w/ bolt holes. 1/2" thick plate (galv.) Anchor bolts per specification and epoxy.	\$10,548.86

Notes

Includes:

- Prefabricated steel boardwalk frames.
- Prefabricated decks (Can arrive separate from frames or attached to frame. No change in price.)
- Pre-cut boardwalk leg, 2 7/8" diameter @ 36" long.
- Concrete anchor plates. 1/2" thick steel. 8" x 8".
- Concrete anchors w/ epoxy.
- MTS saddle bracket. Connects frame to boardwalk leg.
- Toe Kick Rail lumber – pre-cut blocks. Contractors responsibility to cut top cap.
- Guard rail material. Pre-cut and pre-drilled 4x4 posts. 2x4 and 2x8 rails cut on site by contractors. SS cables cut and installed by contractor.
- All necessary hardware.
- Shipping to installation site.
- Structural Engineers stamped shop drawings.
- Detailed submittal package and installation guide.

Does Not Include:

- Installation
- Sales Tax

Additional Notes:

Frame weight: 750 lbs.
 Decking weight: 520 to 550 lbs.

Payment Terms:

20% down payment required for submittal package.
 Remaining balance due 30 days from delivery.

Sample Layout

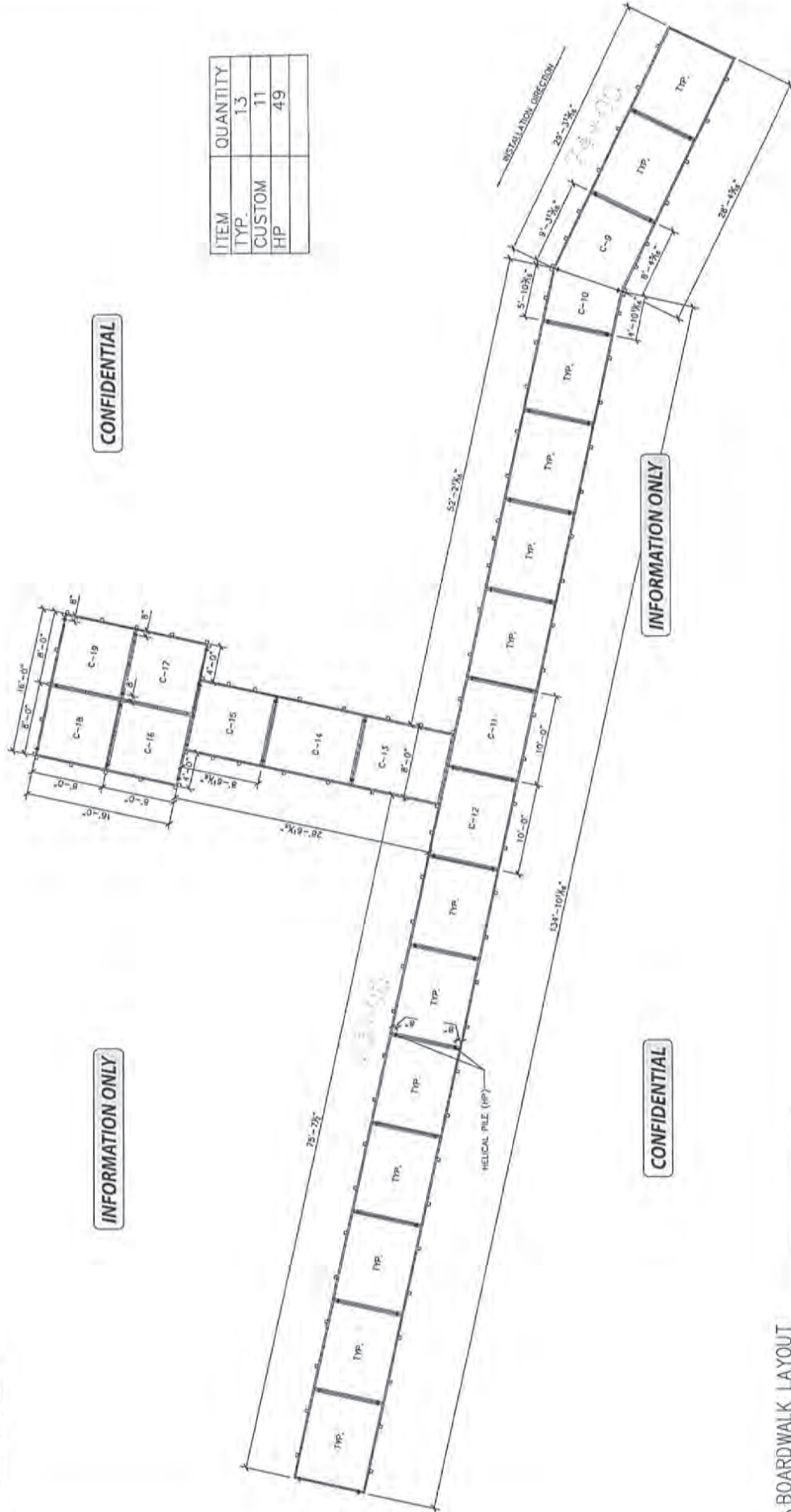
PLAN NOTES

- TYP. = Typical R/Wide x 10' Long Section
- C = Custom Section - Size Varies
- BP = Bump Out Section - Size Varies
- = Guardrail Post Pocket
- ⊕ = Helical Pile Location

CONFIDENTIAL

CONFIDENTIAL

ITEM	QUANTITY
TYP.	13
CUSTOM	11
HP	49

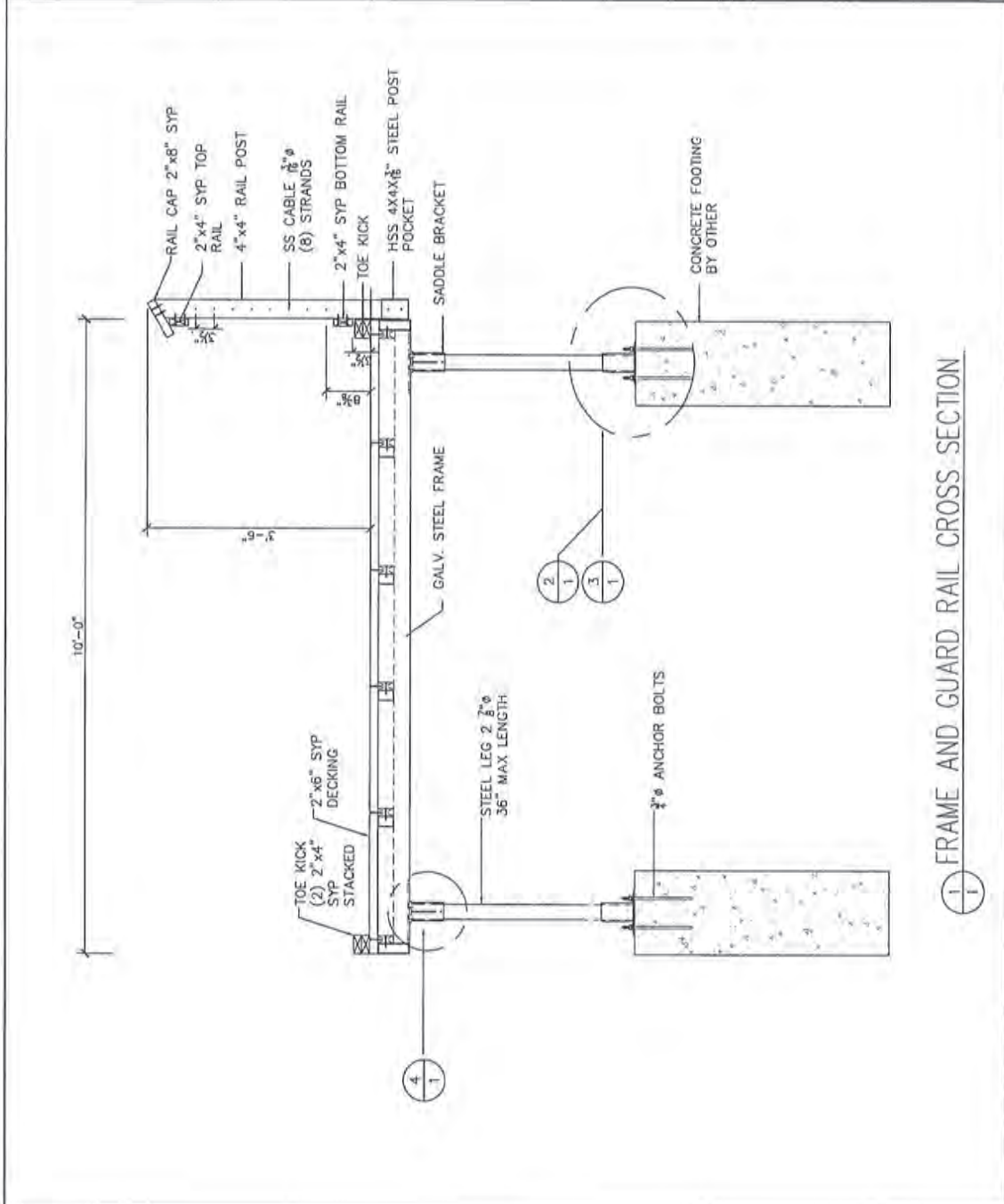
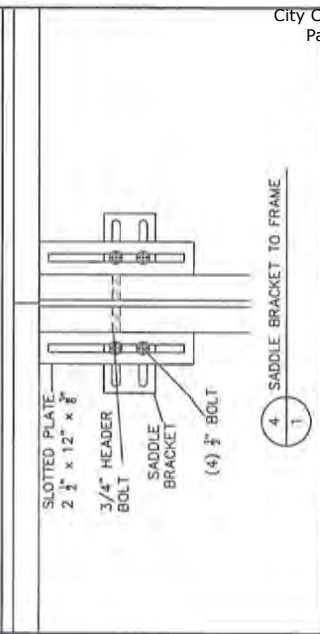
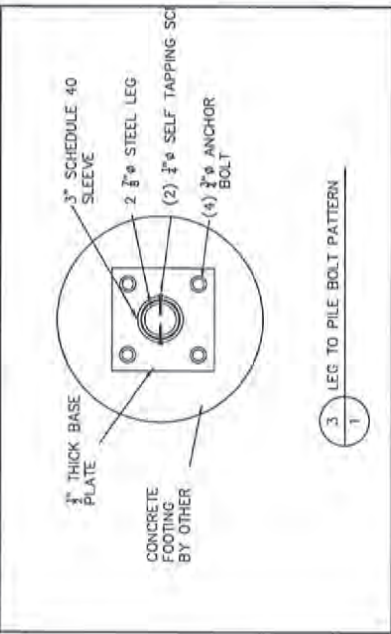
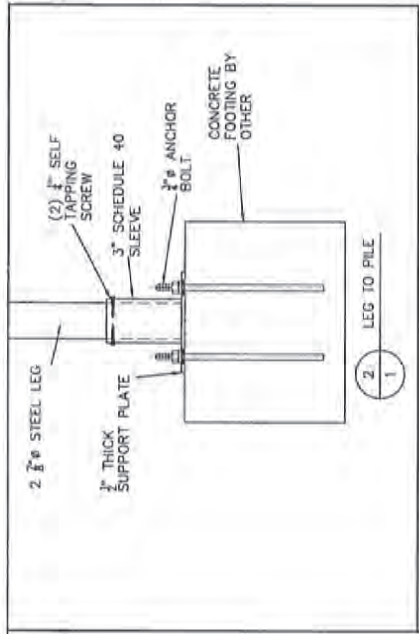


CONFIDENTIAL

CONFIDENTIAL

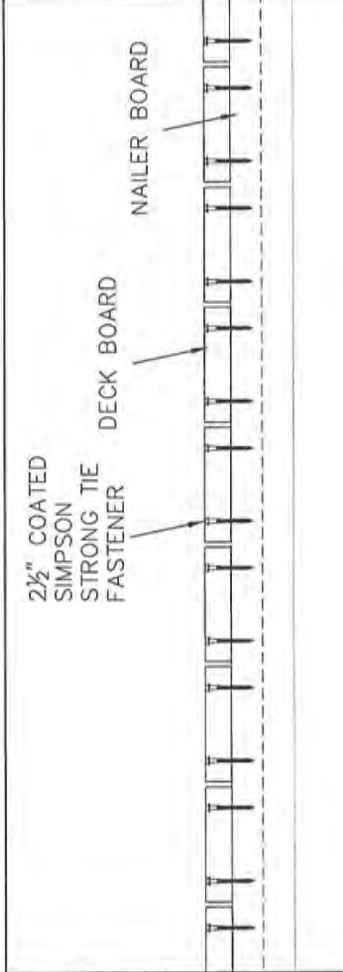
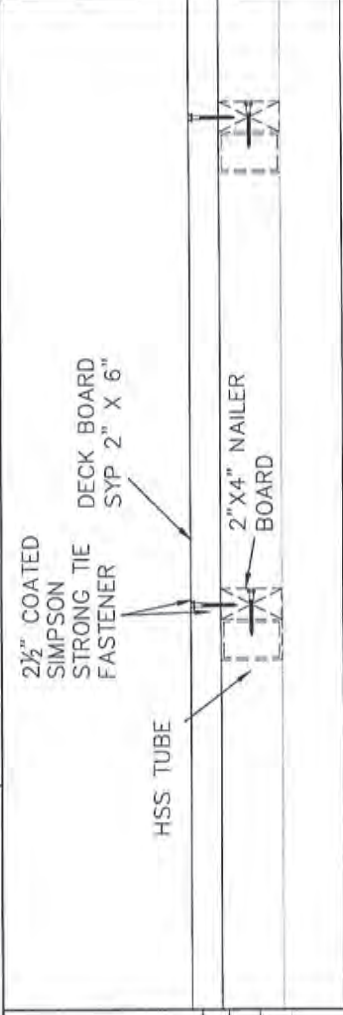
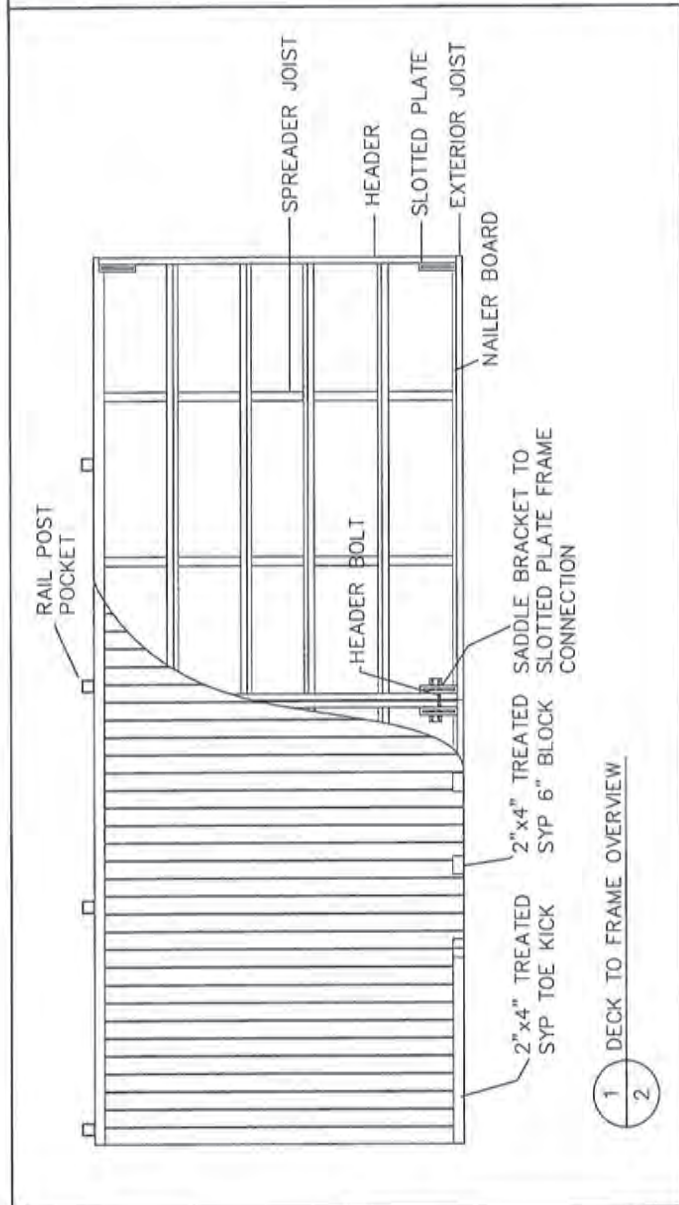
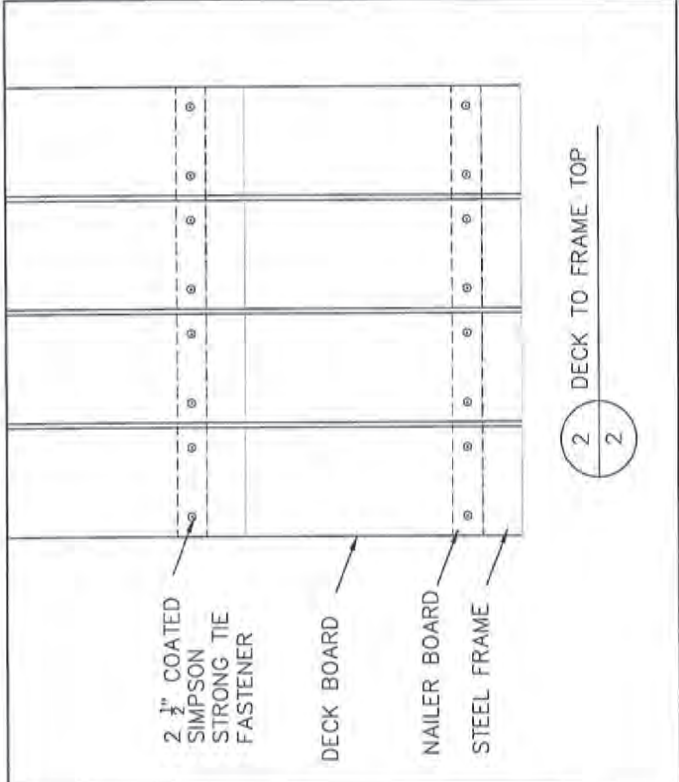
1 BOARDWALK LAYOUT
 SCALE: 3/16" = 1'-0"

JOB NAME: SYRACUSE TRAIL - CONSUMMATION SEGMENT LOCATION: SYRACUSE, NY CONTRACTOR: OWNER:	REVISIONS: # DATE DESCRIPTION 1 05/10/21	TITLE: Sample Layout DRAWN BY: AETS CHECKED BY: AETS APPROVED BY: AETS
MODULAR TRAIL STRUCTURES 1400 W. 13TH ST ALBANY, NY 12207 PHONE: 518.538.5277 WWW.MODULARTRAILS.COM	SAMPLE LAYOUT	



1 FRAME AND GUARD RAIL CROSS SECTION

MODULAR TRAIL STRUCTURES PO BOX 7383 MADISON, WI 53707 PHONE: 608-966-9277 www.modulartailstructures.com		JOB NAME: CENTERVIEW PHASE II LOCATION: RAYMORE, MO CONTRACTOR: OWNER:		REVISIONS: # DATE DESCRIPTION LEVEL	
TITLE: CROSS SECTION W/ FRAME TO SADDLE BRACKET & LEG TO PILE CONNECTION		DRAWN BY: MTS CHECKED BY: MTS DATE: 4/8/21 APPROVED: MTS		SHEET 1	

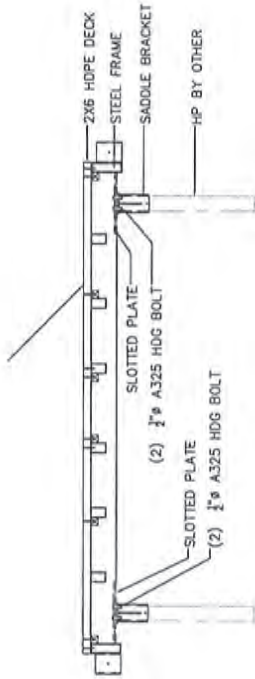


REVISIONS:		DESCRIPTION	LEVEL	TITLE:
#	DATE			

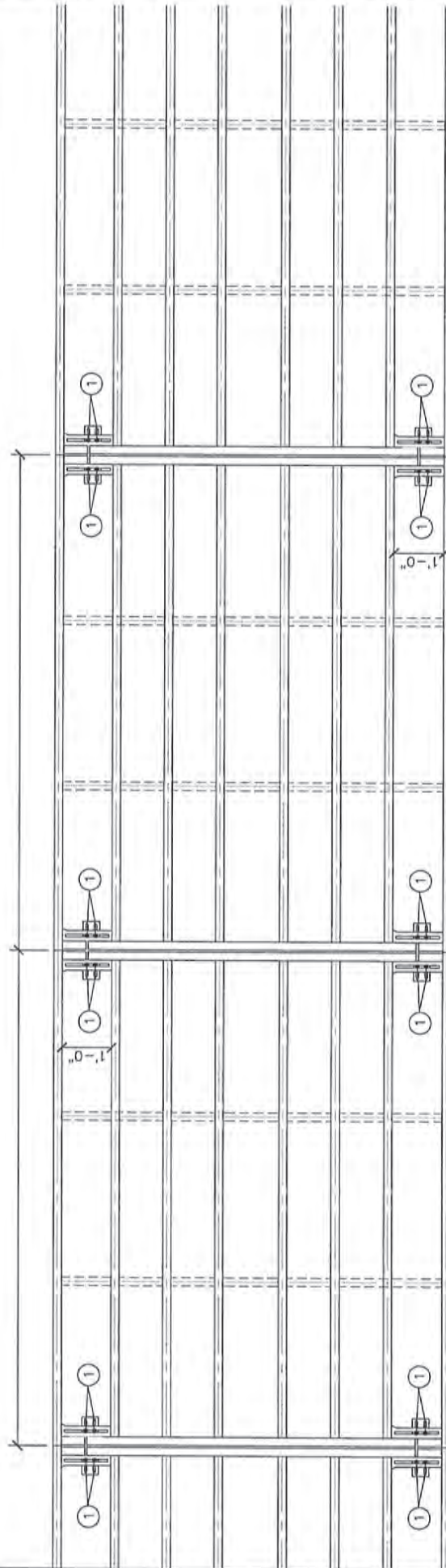
MODULAR TRAIL STRUCTURES PO BOX 7383 MADISON, WI 53707 PHONE: 608-605-9277 www.modulartailstructures.com	JOB NAME: CENTERVIEW PHASE II LOCATION: RAYMORE, MO CONTRACTOR: OWNER:	DRAWN BY: MTS CHECKED BY: MTS DATE: APR 21, 2021 APPROVED: MTS
3 DECK SCREW PATTERN 2		DECK TO FRAME SHEET 2

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NOTES:



TYP. SADDLE BRACKET TO FRAME

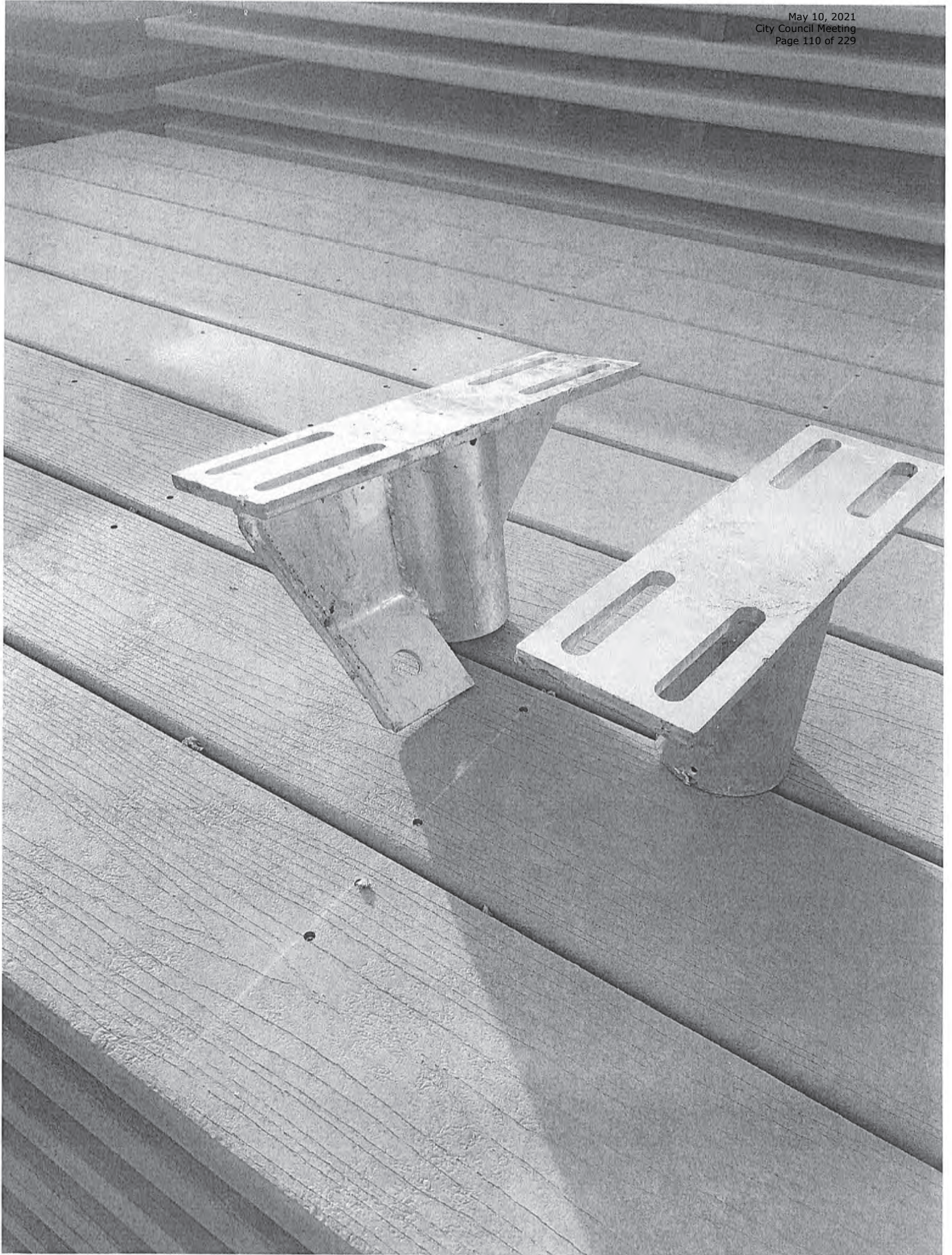


PLAN VIEW SADDLE BRACKET TO FRAME

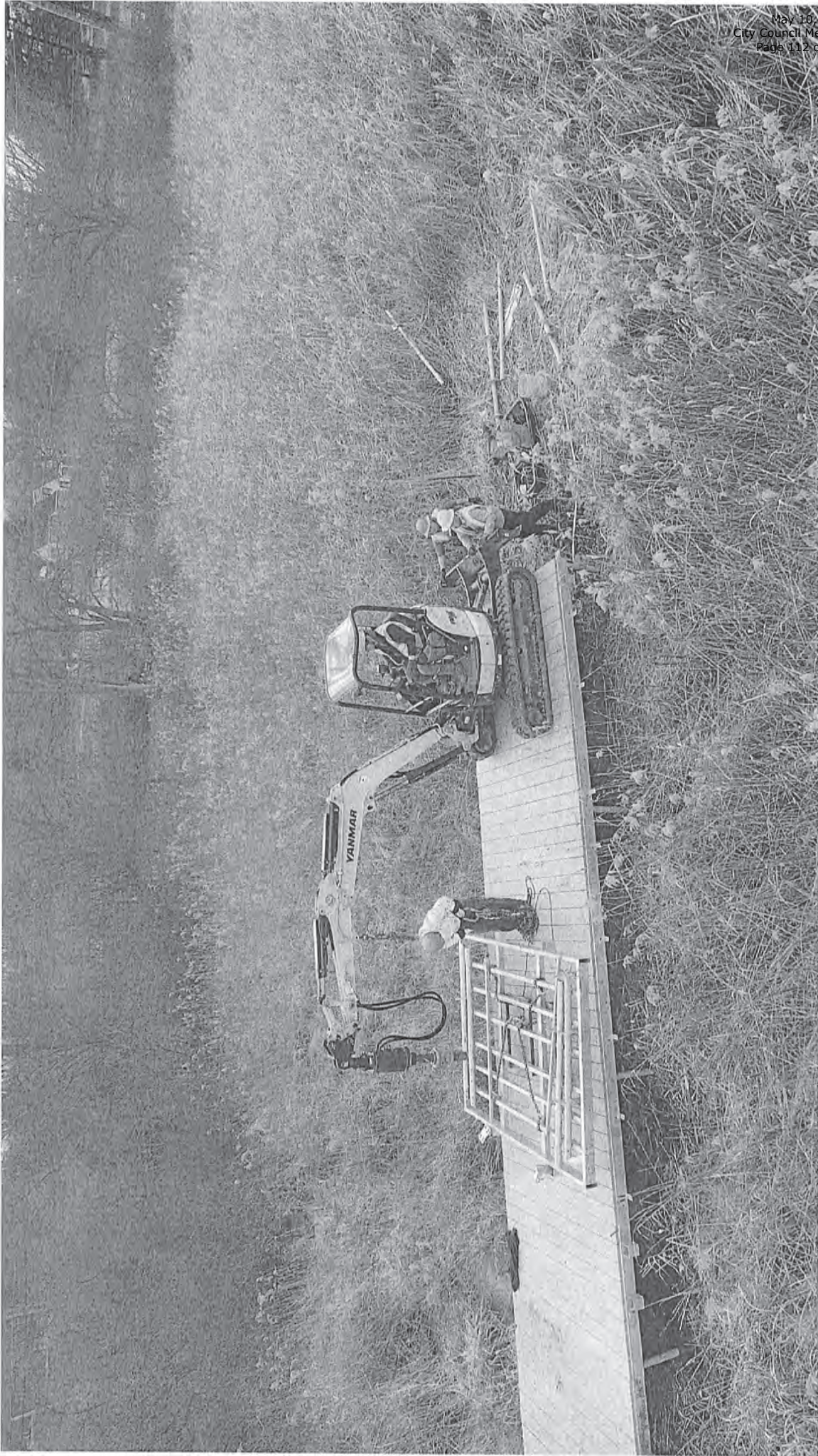
MODULAR TRAIL STRUCTURES PO BOX 7383 MADISON, WI 53707 PHONE: 608.609.9277 www.modulartailstructures.com	JOB NAME: - LOCATION: - CONTRACTOR: - OWNER: -	REVISIONS: # - DATE -	DESCRIPTION -	LEVEL -	TITLE: SADDLE BRACKET TO FRAME
	DRAWN BY: MTS CHECKED BY: MTS DATE: APPROVED: MTS				SHEET 3

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WICKCRAFT
BOARDWALKS

Quotes are valid for 21 days from date issued.

Prepared For : City of Raymore

Project Name : CENTERVIEW PHASE II

Project # : MO-20-079X

QUOTE # : MO200792.TRT

Report Date : April 07, 2021

Boardwalk System Summary

Boardwalk Section: Section One - Treated

<input checked="" type="checkbox"/> 580 LF of 10 foot wide modular prefabricated steel long-span (LS) frame walkway system. All modular prefabricated galvanized HSS structural steel LS frames are designed to rest on helical or other piles as specified. Piles not included. Frames are engineered in accordance to the International Building Code standard of 100lbs per square foot.	\$90,733.51
<input checked="" type="checkbox"/> 580 LF of 10 foot wide deck panels prefabricated from 2x6" Southern Yellow Pine (SYP).	\$44,573.22
<input checked="" type="checkbox"/> 580 LF of Safety Rail with 8-Strand stainless steel cable and Southern Yellow Pine (SYP) top rail and 4x4 Posts.	\$15,247.50
<input checked="" type="checkbox"/> 580 LF of 2x4 Southern Yellow Pine (SYP) Runner Rail material.	\$870.25
<input checked="" type="checkbox"/> 2.7/8 OD Pile cap (pile provided by others) constructed from galvanized HSS structural steel.	\$2,224.00

Notes:

- All necessary installation hardware per drawing is included.
- Project layout and installation documentation is included.

Boardwalk System Subtotal = \$153,648.49

Additional Items:

- No engineering support requested.
- Drawings will be stamped by a state licensed engineer. \$750.00
- No installation or on-site oversight is requested for this project.
- Shipping is an estimate, exact cost will be calculated at time of shipping. \$10,138.00

Add-on Subtotal = \$10,888.00

BOARDWALK SYSTEM TOTAL = \$164,536.49



WICKCRAFT
BOARDWALKS

Quotes are valid for 21 days from date issued.

Prepared For : City of Raymore

Project Name : CENTERVIEW PHASE II

Project # : MO-20-079X

QUOTE # : MO200792.TRT

Report Date : April 07, 2021

Terms & Notes:

- 1) Upon receipt of the signed project contract, Wickcraft will invoice for 40% of the agreed upon order amount, less shipping, in order to start the engineering / approval drawing process. Once the initial payment is received, along with the signed & approved layout drawings, fabrication of the project will be scheduled and materials will be secured. The remaining balance of the contract value, plus shipping, will be invoiced once 60% of the project has been fabricated and will be due (1) week prior to shipment. Shipment of material will not be scheduled until the project contract value is satisfied in full.

Customer Signature:

Signature: _____

Name & Title: _____

Company: _____

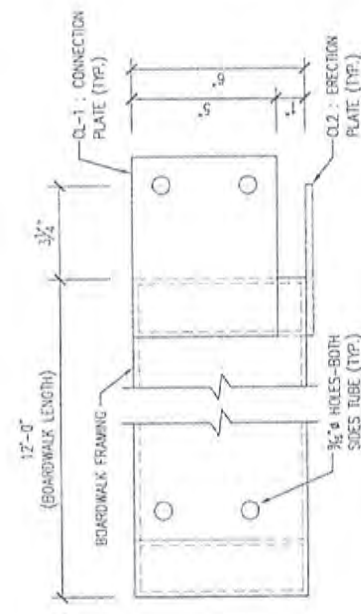
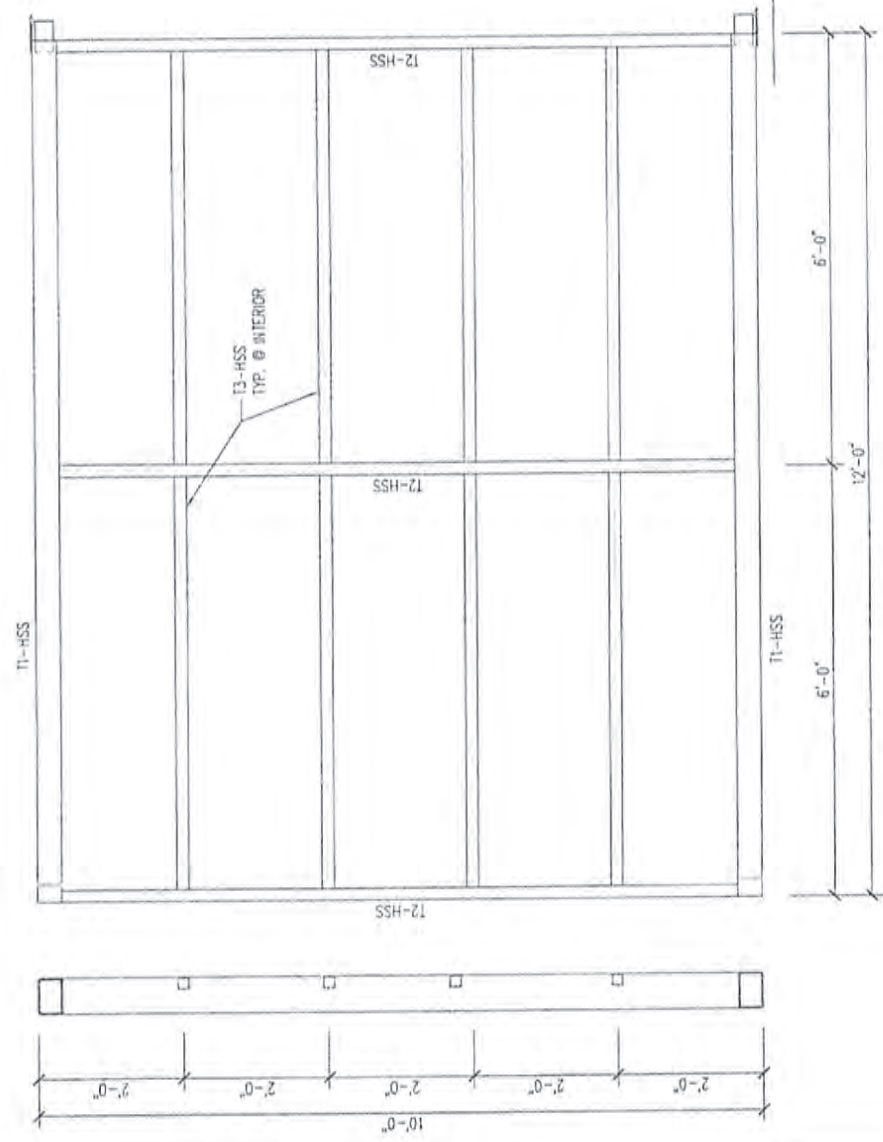
Date: _____

Appendix, Files Attached :

1. Contract Legal Clause - Wickcraft.pdf

1. **Specifications:** All goods and services furnished pursuant to a Purchase Order shall strictly conform to the specifications, descriptions and warranties set forth in such Purchase Order or any written specifications provided by Buyer to Seller. No change in a Purchase Order shall be made except 1) upon written application to, and subsequent written authority of, Buyer, or 2) upon receipt of a Change Order or revised specification from Buyer.
2. **Indemnification:** Buyer shall indemnify, defend and hold harmless Wickcraft Boardwalks, its officers, directors, employees, from and against those liabilities, damages and costs arising out of third-party claims to the extent caused by the willful misconduct, negligent act, error or omission of the Buyer or anyone for whom the Buyer is legally responsible, subject to any limitations of liability contained in this Agreement. Buyer will reimburse Wickcraft Boardwalks for reasonable defense costs for claims arising out of Buyer professional negligence based on the percentage of Buyer's liability. The duty to defend shall not apply to professional liability claims.
3. **Acts of God:** Any delays in or failures of performance by Wickcraft Boardwalks or its' suppliers under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond the reasonable control of the party affected, including but not limited to: acts of God; changes in regulations or laws of any government; unreasonable increase in material costs, strikes or other concerted acts of workers; fires; floods; explosions; riots; wars; rebellions; and sabotage; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence.
4. **Title; Risk of Loss:** Unless otherwise specified in the Purchase Order, title and risk of loss of any goods sold hereunder shall transfer to Buyer at the time the goods are delivered to Buyer's facility or designated location.
5. **Extension of Time of Delivery:** Prior to shipping, Buyer shall be liable for storage fees for any failure of Buyer or its agents to accept delivery within five (5) days from agreed to ship date as listed on final invoice or shipping confirmation. Storage fees are assessed at \$100/ton. Once shipped, Buyer shall be liable to Wickcraft for any failure of Buyer to make necessary accommodation with logistic company for delivery location access and prompt off-loading. Buyer shall be liable for all charges and delays resulting from failure to accommodate drop-off, including returned shipments.
6. **Arbitration:** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Wisconsin or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Construction Law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

- TYPICAL FRAMING NOTES:**
1. SUPPORT OF LONG SPAN FRAMES IS NOT BY WICKCRAFT. CONTRACTOR REQUIRED TO PROVIDE ADEQUATE SUPPORT.
 2. FINAL BOARDWALK FRAMING SIZES (HSS / PLATE) & WELD SIZES ARE TO BE DETERMINED BY WICKCRAFT.
 3. BOARDWALK HAS BEEN DESIGNED TO SUPPORT A LIVE LOAD OF 100 PSF. NO ADDITIONAL/SEPARATE LOADING HAS BEEN INCLUDED FOR SNOW.
 4. MAXIMUM LIVE LOAD DEFLECTION CRITERIA: L/360.



2 CONNECTION PLATE DETAIL
 SCALE: N.T.S.

PRELIMINARY
 NOT FOR CONSTRUCTION

WICKCRAFT BOARDWALKS
 2317 DANIELS ST. MADISON, WI 53718
 (608) 244-9177

PROJECT NAME:
 PROJECT LOCATION:
 10'-0" LONG SPAN FRAME -- SYP DECKING

DATE: 07/06/21
APPROVED BY: J.L.
PROJECT NO.: ##-##-####

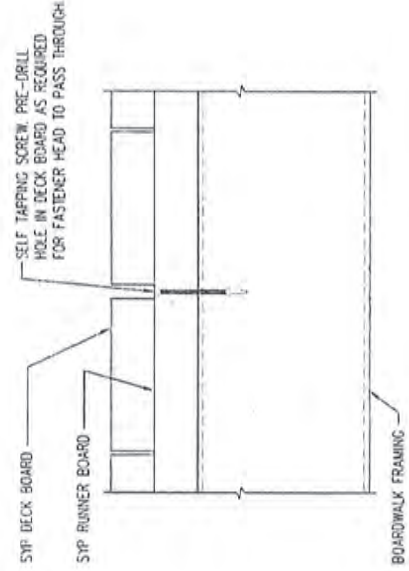
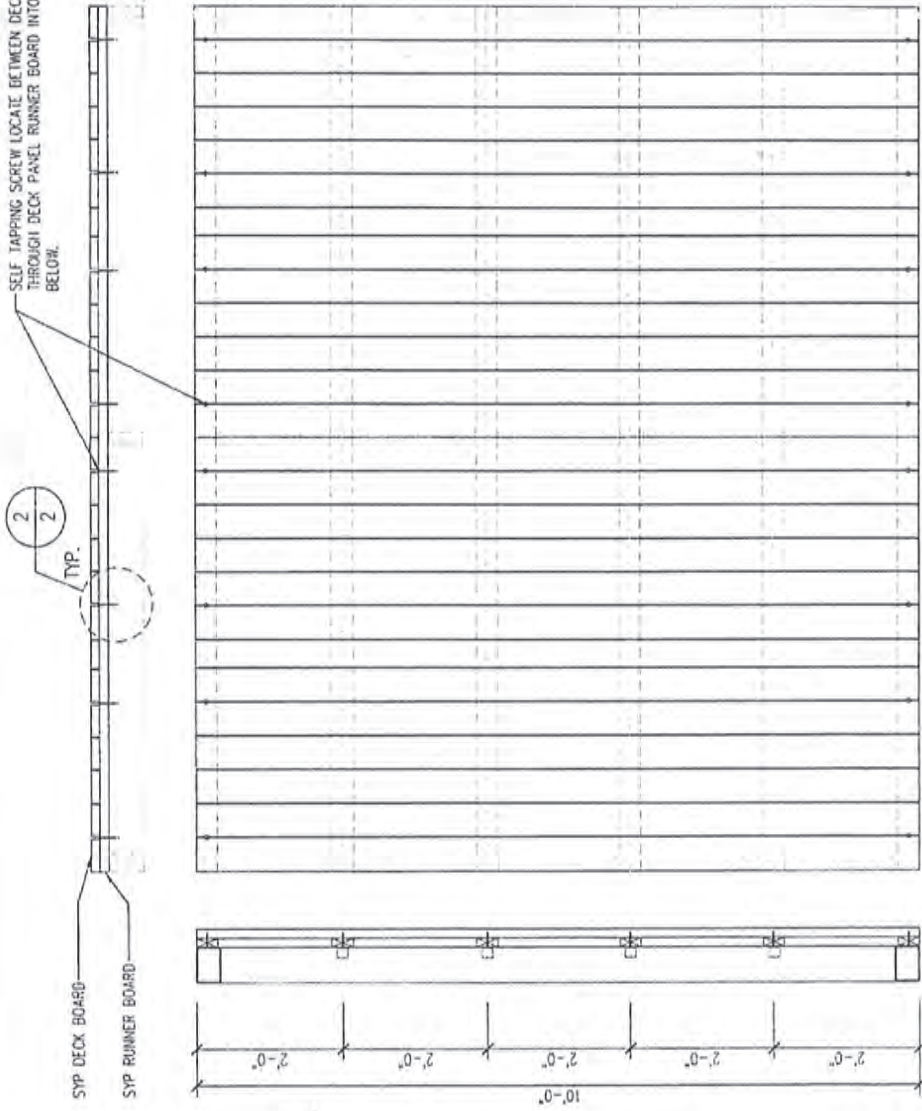
1 FRAME DETAIL
 SCALE: N.T.S.

#	DATE	DESCRIPTION	BY:	DATE	DESCRIPTION
1	-	-	-	-	-
2	-	-	-	-	-

ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE FOR INFORMATION ONLY. DIMENSIONS IN BRACKETS ARE FOR INFORMATION ONLY. DIMENSIONS IN DASHES ARE FOR INFORMATION ONLY.

- TYPICAL FRAMING NOTES:**
1. SUPPORT OF LONG SPAN FRAMES IS NOT BY WICKCRAFT. CONTRACTOR REQUIRED TO PROVIDE ADEQUATE SUPPORT.
 2. FINAL BOARDWALK FRAMING SIZES (HSS / PLATE) & WELD SIZES ARE TO BE DETERMINED BY WICKCRAFT.
 3. BOARDWALK HAS BEEN DESIGNED TO SUPPORT A LIVE LOAD OF 100 PSF. NO ADDITIONAL/SEPARATE LOADING HAS BEEN INCLUDED FOR SNOW.
 4. MAXIMUM LIVE LOAD DEFLECTION CRITERIA: L/360.

SELF TAPPING SCREW LOCATE BETWEEN DECK BOARDS THROUGH DECK PANEL RUNNER BOARD INTO STEEL FRAMING BELOW.



2 DECK PANEL ATTACHMENT
 SCALE: N.T.S.

PRELIMINARY
 NOT FOR CONSTRUCTION

WICKCRAFT BOARDWALKS
 237 DANIEL ST. MADISON, WI 53703
 (608) 244-8771

WICKCRAFT BOARDWALKS

TITLE: PROJECT NAME: 10'-0" LONG SPAN FRAME - SYP DECKING
 PROJECT LOCATION:

DATE: 01/06/21
 DRAWN BY: JLL
 DATE: 01/06/21
 APPROVED BY: JLL
 DATE: 01/06/21

PROJECT NO. 22-EE-EEEE

1 SYP DECK DETAIL
 SCALE: N.T.S.

#	DATE	DESCRIPTION	BY:	DATE	DESCRIPTION
1	-	-	A	-	-
2	-	-	A	-	-

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New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 10, 2021

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 3617 - 2021 Street Preservation Project

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

Award To:	JM Fahey Construction Company
Amount of Request/Contract:	\$859,320.75
Amount Budgeted:	\$1,000,000
Funding Source/Account#:	Fund 36 \$800,000 Fund 37 \$200,000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 2021	October 2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2021 Street Preservation Project involves the mill and overlay of City streets originally approved by Council at a recent work session as shown on the attached map.

The City received the following bids on April 14, 2021:

JM Fahey Construction Company	\$859,320.75
Tandem Paving Company, Inc.	\$888,781.44
Amino Brothers Company, Inc.	\$986,282.83
Superior Bowen Asphalt Co, LLC	\$988,700.70

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

Staff recommends the contract for the 2021 Street Preservation Project to be awarded to JM Fahey Construction Company.

BILL 3617

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JM FAHEY CONSTRUCTION COMPANY FOR THE 2021 STREET PRESERVATION PROJECT, CITY PROJECT NUMBER 21-376-201, IN THE AMOUNT OF \$859,320.75 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the 2021 Street Preservation Program was included in the FY2021 budget; and

WHEREAS, bids for this project were received on April 14, 2021; and

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

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$859,320.75 with JM Fahey Construction Company for the 2021 Street Preservation project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF MAY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF MAY, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

2021 Street Preservation

This Contract for the 2021 Street Preservation, hereafter referred to as the **Contract** is made this 24th day of May, 2021, between JM Fahey Construction Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 408 High Grove Road, Grandview, Missouri 64030, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of May 24, 2021 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 21-376-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **90** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$859,320.75.

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 25) 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 the Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

JM FAHEY CONSTRUCTION COMPANY

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2021 Street Preservation

Attendance at the pre-bid meeting may be considered as a factor by City staff in determining if non-conforming bids with deviations or oversights are accepted for further consideration as qualified bids, or rejected as non-responsive bids. City staff are not required to provide further instructions, guidance or advice to potential bidders if the information sought was provided as part of the RFP and/or included in the pre-bid meeting. Addenda will be issued as the City considers necessary in response to issues raised at the pre bid meeting. It is the bidders responsibility to obtain said addenda.

SCOPE OF SERVICES:

- 59514 sq yds of full width milling
- 6544 tons of 2" Type 3 Recycled overlay
 - *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.*
- 1575 tons of full depth patching, Type 1 Recycled asphalt.
- 2044 Tons, Type 1 Recycled, 6" base for reconstruction streets
- Belinder and Falcon are full-depth reconstruction.
- 805 linear feet of deep crack repair on 9 streets.
- Re-striping of N. Madison.
- See map for specific streets.

Street	From		To
N Madison St	155th	to	Madison Creek
Belinder	N Eastglen Dr	to	N Westglen Dr
Falcon	Heron	to	N Dead End
Murphy	Maple	to	Walnut
Redwood Dr	Oak	to	South Cul-d-sac
Old Mill Rd	Foxridge	to	South dead end
Stonegate Ter	Foxridge	to	End of Cul de Sac
Cottonwood Dr	Adams	to	Washington
Creekmoor Pond Ln	N Foxridge Dr	to	815 Creekmoor Pond
Granda Dr	Johnston Pkwy	to	Foxridge

N Lakeshore Dr	Lucy Webb	to	Silver Lake Circle
W Heritage Dr	N Madison St	to	Buffalo Dr

SPECIAL PROVISIONS

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

Following are the completion dates for various portions of the contract. These completion dates shall be strictly adhered to.

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 2001 shall be amended to include the following:

Contractor shall complete work within **90** 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.

B. **Full Width Milling:** Full Width Milling shall be paid for at the unit bid price per square yard. The milling depth will be 2" on the residential streets and N. Madison. Milling on the reconstruction streets will be to subgrade. The unit bid price shall include all materials, labor, equipment, hauling and disposal of millings to complete the work. Contractor to retain the millings.

C. **2" Type 3 Recycled Overlay:** 2" Type 3 Recycled Overlay shall be paid for at the unit bid price per ton. This applies to residential streets, N. Madison and reconstruction streets. The unit bid price shall include all materials, labor, equipment required to place and compact a 2" thick surface mat. Tack oil is subsidiary to this line item and UltraTack, Trackless Tack NTSS-1HM manufactured by Blackledge, CAT-TAC Trackless Tack manufactured by Hunt Refining or an approved trackless tack is specified for this project.

D. **Full Depth Patching:** Full Depth Patching shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor and equipment required to remove and dispose of existing asphalt to

- subgrade. Asphalt shall be Type 1 Recycled if the patch is to be overlaid or Type 2 Recycled if the patch is full depth to the surface.
- E. **Deep Crack Repair:** Full Depth Crack Repair shall be paid for at the unit bid price per linear foot. The unit bid price shall include all materials, equipment and labor required to remove the asphalt on either side of the crack with a skid-loader mounted mill, to the full depth of the mill cutting head, dispose of the millings and to place and compact Type 1 Recycled asphalt back to within two inches of the existing surface or to the level of the milled surface.
 - F. **Striping:** Striping includes the N. Madison striping and shall be considered a lump sum for payment. The unit bid price shall include all materials, labor and equipment required to replace the existing traffic markings as per the plans. The striping and arrows shall be MoDoT approved High Build Acrylic Waterborne Pavement Marking Paint.
 - G. **Message Board:** Message Board shall be paid for at the unit bid price per day. The unit bid price shall include all materials, equipment and labor required to position an electronic message board on the Frontage Road displaying a message as directed by the City. Payment shall be for full 24 hours days that the sign is in place up to the point that the City directs that the sign be removed.
 - H. **Traffic Control:** Traffic Control line items shall be considered individually as lump sums for payment. Traffic must be maintained on the other residential streets and N. Madison. Flaggers are required if traffic is reduced to one-lane. A traffic control plan must be submitted individually for each street if it is going to be closed completely. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD.

7. ADDITIONAL INFORMATION

- 7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 21-376-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of May, 2021.

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 27 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 27). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

PROPOSAL FORM A
RFP 21-376-201

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.

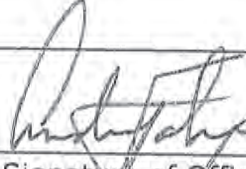
FIRM NAME: J.M. FAHEY CONSTRUCTION COMPANY

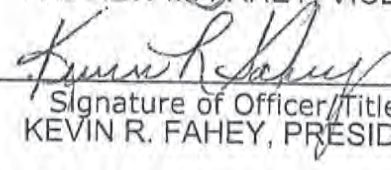
ADDRESS: 408 HIGH GROVE ROAD
Street

ADDRESS: GRANDVIEW MISSOURI 64030
City State Zip

PHONE: 816-763-3010

E-MAIL: amfahey@jmfahey.com

DATE: 04/14/2021
(Month-Day-Year)

Signature of Officer/Title
ANDREW M. FAHEY, VICE-PRESIDENT

DATE: 04/14/2021
(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 21-376-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

___ Yes X No If yes, provide details in an attachment.

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

___ Yes X No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 21-376-201

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

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

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

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

State the number of Years in Business: 50

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
NW 72nd St. Improvements	\$2,894,261.40	Active	KCMO - Kim Pemberton - (816) 513-2741
19-2 Resurface Designated Streets	\$3,458,444.00	Close Out	KCMO - Garrett Ross - (816) 513-4701
19-3 Resurface Designated Streets	\$3,421,794.00	Close Out	KCMO - Garrett Ross - (816) 513-4701
2019 Street Resurfacing	\$2,788,750.00	Active	UG - Brandon Grover - (913) 573-5704
2020 Street Resurfacing	\$4,241,650.00	Active	UG - Brandon Grover - (913) 573-5704
20-2 Resurface Designated Streets	\$3,285,651.00	Active	KCMO - Garrett Ross - (816) 513-4701
20-3 Resurface Designated Streets	\$3,275,321.00	Active	KCMO - Garrett Ross - (816) 513-4701
Mission Rd.	\$3,219,842.85	Close Out	Leawood - Michelle Sherry - (913) 663-9135
Route 150, Jackson County	\$1,419,919.79	Active	MODOT - James Pflum - (816) 353-8353
Wyandotte County Milling and HMA Overlay	\$1,884,737.81	Active	KDOT, Jerry Thomas - (913) 942-3040

ACTIVE PROJECTS LESS THAN \$1,000,000

PROJECT	CONTRACT AMOUNT	STATUS	OWNER - CONTACT
43rd Street & Clare Road	\$136,372.25	Active	Shawnee - Ernie Longoria - (913)742-6009
2020 Hickman Mills Asphalt Improvements	\$522,875.00	Active	Hickman Mills School District - Marquis Canion - (913) 342-1150
Pflumm Road Improvements	\$281,082.75	Active	Shawnee - Ernie Longoria - (913) 742-6009
Wolcott WWTP - 95th and Main	\$236,589.80	Active	Garney Companies, Inc. - Jared Keating - (913) 515-4982
Pedestrian & Bicycle Paths UG/WYCO	\$439,959.75	Active	KDOT, Jerry Thomas - (913) 942-3040
K-7 & 43rd Street Road Improvements	\$319,486.20	Active	Shawnee - Ernie Longoria - (913) 742-6009

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	Closed	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
Main St. Phase 4	\$1,960,154.01	Closed	City of Grandview
Hook Rd. Shoulders	\$1,399,234.50	Closed	Lee's Summit - Steven Proudfit - (816) 969-1800
2019 CARS Program	\$1,426,399.75	Closed	Prairie Village - Melissa Prenger - (913) 385-4655
179th St. Improvements	\$1,273,963.81	Closed	Overland Park - Kasim Azhar - (913) 895-6052
I-49 Outer Road	\$1,779,888.00	Closed	Belton - Nikia Frelberger - (816) 331-4331
18-2 Resurface Designated Streets	\$5,098,061.90	Closed	KCMO - Kerry Kanatzar - (816) 513-4743
Winn Rd. Phase II	\$176,942.75	Closed	KCMO - Mario Vasquez - (816) 513-6984

PROPOSAL FORM D
RFP 21-376-201

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. 21-376-201 - 2021 Street Preservation.

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.

****REVISED** BID PROPOSAL FORM E – Project No. 21-376-201
 2021 Street Preservation**

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1	12,000.00	\$ 12,000.00
Full Width Milling	Sq Yd	59514	1.50	\$ 89,271.00
2" Type 3 Recycled Overlay	Tons	3857	61.50	\$ 237,205.50
Full Depth Patching, Recycled Type 1	Tons	1575	86.75	\$ 136,631.25
Reconstruction 2" Surface	Tons	770	61.50	\$ 47,355.00
Reconstruction 6" Base	Tons	2304	82.00	\$ 188,928.00
Deep Depth Crack Repair	Lin Ft	805	20.00	\$ 16,100.00
N. Madison 2" Type 3 Surface	Tons	1920	61.50	\$ 118,080.00
N. Madison Striping	LS	1	7,000.00	\$ 7,000.00
N. Madison Traffic Control	LS	1	3,000.00	\$ 3,000.00
Residential Traffic Control	LS	1	3,000.00	\$ 3,000.00
Message Board	Days	5	150.00	\$ 750.00
TOTAL BASE BID				859,320.75

Total Base Bid for Project Number: 21-376-201

\$ 859,320.75

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

EIGHT HUNDRED FIFTY NINE THOUSAND, THREE HUNDRED TWENTY
 (\$ DOLLARS AND SEVENTY FIVE CENTS)

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

****REVISED** BID PROPOSAL FORM E – RFP 21-376-201
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 ROAD

GRANDVIEW, MO 64030

Phone 816-763-3010

Fax 816-763-3862

Email amfahey@jmfahey.com

Date 04/20/2021

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

Street Preservation
Project #21-376-201

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 - Question

1. Question: Which nine streets are requiring the full depth patching?

- Response:**
1. Murphy Drive
 2. Redwood Drive
 3. Old Mill Road
 4. Stonegate Terr.
 5. Cottonwood Drive
 6. Creekmoor Pond Lane
 7. Granda Drive
 8. N. Lakeshore Drive
 9. W. Heritage Drive

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 April 9th, 2021 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

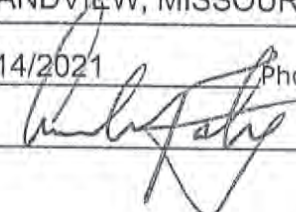
By: ANDREW M. FAHEY

Title: VICE PRESIDENT

Address: 408 HIGH GROVE ROAD

City, State, Zip: GRANDVIEW, MISSOURI 64030

Date: 04/14/2021 Phone: 816-763-3010

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

****REVISED** BID PROPOSAL FORM E – RFP 21-376-201
CONTINUED**

Company Name J.M. FAHEY CONSTRUCTION COMPANY

By 
Authorized Person's Signature

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

Company Address 408 HIGH GROVE ROAD
GRANDVIEW, MO 6400

Phone 816-763-3010

Fax 816-763-3862

Email amfahey@jmfahey.com

Date 04/14/2021

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 2

Addendum No.

Addendum No.

Addendum No.

Addendum No.

Addendum No.

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 2

2021 Street Preservation
Project #21-376-201

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 and Clarification

1. Clarification: Quantity updated as follows: Attached Revised Bid Proposal Form E

Response: Appendix A, Scope of Services and Special Provisions under Anticipated Scope of Services, quantity change as follows and should read:

- 2304 Tons of Type 1 Recycled, 6" base for reconstruction streets

2. Question: Is there a certain depth for the deep crack repair? Skid -loader mills vary in width and how deep they will cut and we wondered if there was a certain width & depth the city wanted.

Response: 18 inches wide and 6 inches deep

3. Question: Transverse or longitudinal cracks?

Response: Transverse

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 April 9th, 2021 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 ROAD

City, State, Zip: GRANDVIEW, MISSOURI 64030

Date: 04/14/2021 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 ROAD, GRANDVIEW, MISSOURI 64030

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 21-376-201.
- 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



Signature

Name: ANDREW M. FAHEY

Title: VICE-PRESIDENT

STATE OF MISSOURI COUNTY OF JACKSON

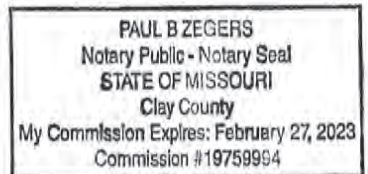
Subscribed and sworn to before me this 14TH day of APRIL, 2021.

Notary Public: Paul B Zegers

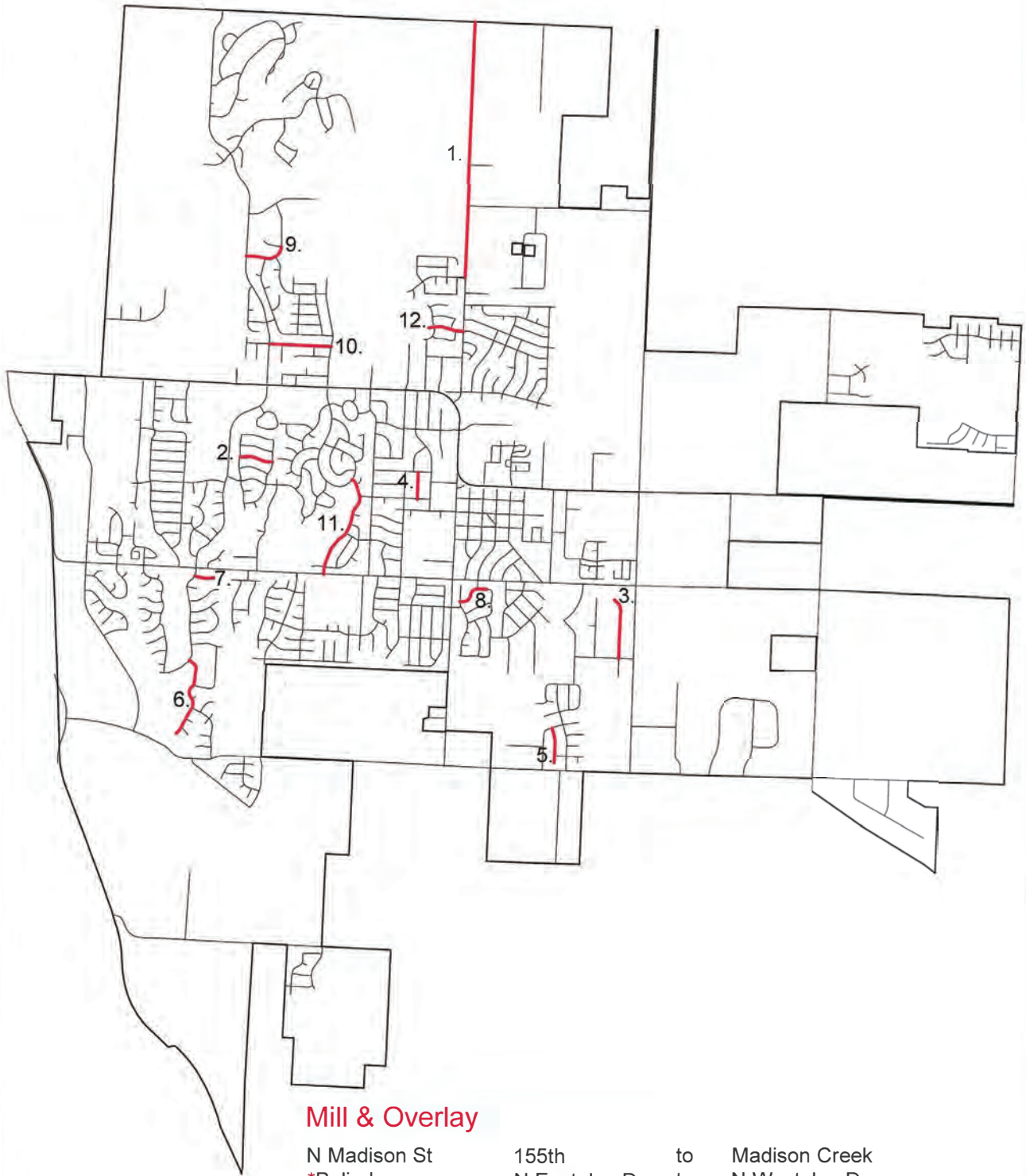
My Commission Expires: 02/27/23 Commission # 19759994

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.



2021 Street Preservation Location Map



Mill & Overlay

N Madison St	155th	to	Madison Creek
*Belinder	N Eastglen Dr	to	N Westglen Dr
*Falcon	Heron	to	N Dead End
Murphy	Maple	to	Walnut
Redwood Dr	Oak	to	South Cul-d-sac
Old Mill Rd	Foxridge	to	South dead end
Stonegate Ter	Foxridge	to	End of Cul de Sac
Cottonwood Dr	Adams	to	Washington
Creekmoor Pond Ln	N Foxridge Dr	to	815 Creekmoor Pond
Granda Dr	Johnston Pkwy	to	Foxridge
N Lakeshore Dr	Lucy Webb	to	Silver Lake Circle
W Heritage Dr	N Madison St	to	Buffalo Dr

*Full depth reconstruction



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: May 10, 2021

SUBMITTED BY: Jan Zimmerman

DEPARTMENT: Police

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

TITLE / ISSUE / REQUEST

Bill 3619 - An agreement for SRO services with the Raymore-Peculiar School District

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 1, 2021	June 30, 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Raymore-Peculiar School Board
Date: April 29, 2021
Action/Vote: Approved

LIST OF REFERENCE DOCUMENTS ATTACHED

Raymore-Peculiar School District Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

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

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

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

BILL 3619

ORDINANCE

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

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

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

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

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

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF MAY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THE 24TH DAY OF MAY, 2021 BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Raymore-Peculiar School District

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

School Resource Officer AGREEMENT

This Agreement is entered into this 1st day of July, 2021, by and between the City of Raymore, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District."

WITNESSETH

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

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

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

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

2. Term – The term of the Agreement shall be from July 1, 2021 through June 30, 2022 as outlined in the attached SRO calendar, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by inclement weather, or other factors. During days the officer is not on duty with the School District, the officer may perform community outreach duties as determined by the Chief of Police. In the event of a city-wide emergency, the officer may be removed from the school to perform police duties at the direction of the Chief of Police, or a designee.
(See attached calendar)
3. Termination – The Agreement may be terminated without cause by either party upon 30 days prior written notification.
4. Relationship of Parties – The City and the assigned officer shall have the status of an independent contractor for purposes of the Agreement. The officer assigned to the District shall be considered an employee of the City, selected by and under the command and supervision of the Police Department. The assigned officer will be subject

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

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

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

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

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

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

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

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

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

Raymore-Peculiar R-II School District

By: _____
Superintendent of Schools

By: _____
President, Board of Education

Attested by: _____
Secretary, Board of Education

City of Raymore, Missouri

By: _____
City Administrator

By: _____
Mayor

Attested by: _____
City Clerk

School Event Security Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING is entered into this 1st day of July, 2021, by and between the City of Raymore, Missouri, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District", collectively referred to as the "the Parties".

RECITALS:

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

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

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

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

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

9. The City shall provide the District with a list, which shall be revised from time to time as is necessary, of officers available and willing to staff after-hours events and each officer's corresponding applicable overtime rates;
10. This Memorandum of Understanding shall be effective from the date of execution through June 30, 2022, provided the term may be mutually extended by the Parties as they deem necessary upon completion of a signed writing by the Parties;
11. This Memorandum of Understanding may be terminated without cause by either party upon 30 days' prior written notification;
12. Any disputes arising under this Memorandum of Understanding shall be governed by applicable Missouri Law;

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

CITY OF RAYMORE

RAYMORE-PECULIAR R-II SCHOOL DISTRICT

By: _____

By: Ruth Johnson

Name: _____

Name: Ruth Johnson

Title: _____

Title: Board President

School Resource Officer (SRO)

211 work days

Non Report Day

<p><u>JULY</u></p> <p>0 work days</p>	<p>JULY '21</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>Th</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td>2</td> <td>3</td> </tr> <tr> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> </tr> <tr> <td>11</td> <td>12</td> <td>13</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> </tr> <tr> <td>18</td> <td>19</td> <td>20</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> </tr> <tr> <td>25</td> <td>26</td> <td>27</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> </tr> </tbody> </table>	S	M	T	W	Th	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	<p>JANUARY '22</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>Th</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> </tr> <tr> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> </tr> <tr> <td>9</td> <td>10</td> <td>11</td> <td>12</td> <td>13</td> <td>14</td> <td>15</td> </tr> <tr> <td>16</td> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> <td>22</td> </tr> <tr> <td>23</td> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>28</td> <td>29</td> </tr> <tr> <td>30</td> <td>31</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S	M	T	W	Th	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						<p><u>JANUARY</u></p> <p>17 No School</p> <p>20 work days</p>
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CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 10, 2021

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 3620: Eastbrooke at Creekmoor Second 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
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: May 4, 2021
Action/Vote: Approved 8-0-1

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Ernie Deaton, representing Cooper Land Development Inc., is requesting approval of Eastbrooke at Creekmoor Second Final Plat, a 41-lot single-family subdivision proposed along Hampstead Drive, west of North Madison Street.

This second phase of Eastbrooke proposes single-family detached homes on narrow lots. The lots have been reduced in width and size to provide a new housing option for buyers within the Creekmoor community. Homes are currently under construction in the first phase.

BILL 3620

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE EASTBROOKE AT CREEKMOOR SECOND PLAT, LOCATED IN SECTION 4, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and

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

WHEREAS, the City Council of the City of Raymore, Missouri, finds and declares that the provisions contained and enacted are for the purposes of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public rights-of-ways.

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

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

Section 2. That the subdivision known as Eastbrooke at Creekmoor Second Plat is approved for the tract of land described below:

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 2°29'43" EAST ALONG THE EAST LINE OF SAID QUARTER, A DISTANCE OF 1,327.55 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER AND THE SOUTHEAST CORNER OF EASTBROOKE AT CREEKMOOR 1ST PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 88°02'53" WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER AND OF SAID 1ST PLAT, A DISTANCE OF 224.44' TO THE POINT OF BEGINNING OF THE PART TO BE DESCRIBED HEREIN; THENCE NORTH 2°29'43" EAST, THIS AND SUBSEQUENT COURSES FOLLOWING THE EXTERIOR BOUNDARY OF SAID 1ST PLAT, A DISTANCE OF 151.77 FEET; THENCE NORTH 87°30'17" WEST, A DISTANCE OF 30.58 FEET; THENCE NORTH 2°29'43" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 87°30'17" EAST, A RADIUS OF 14.57 FEET, A CENTRAL ANGLE OF 93°25'49", AND AN ARC DISTANCE OF 23.56 FEET; THENCE NORTH 2°29'43" EAST, A DISTANCE OF 47.09 FEET; THENCE NORTH 87°30'17" WEST, A DISTANCE OF 118.00 FEET; THENCE NORTH 2°03'42" EAST, A DISTANCE OF 127.09 FEET TO A POINT ON THE SOUTH LINE OF LOT 26A, LOT LINE ADJUSTMENT OF LOTS 2-5,7,8,11-19 AND 22-26 AND TRACTS A AND B, EASTBROOKE AT CREEKMOOR, 1ST PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 68°55'27" WEST, THIS AND SUBSEQUENT COURSES FOLLOWING THE EXTERIOR BOUNDARY OF SAID REPLAT, A DISTANCE OF 48.69 FEET; THENCE NORTH 56°03'06" WEST, A DISTANCE OF 73.52 FEET; THENCE NORTH 20°32'30" WEST, A DISTANCE OF 4.76 FEET; THENCE NORTH 87°56'12" WEST, A DISTANCE OF 47.84 FEET;

THENCE NORTH 22°03'35" WEST, A DISTANCE OF 31.20 FEET; THENCE NORTH 15°06'00" WEST, A DISTANCE OF 35.04 FEET; THENCE NORTH 26°25'27" WEST, A DISTANCE OF 38.00 FEET; THENCE NORTH 29°39'48" WEST, A DISTANCE OF 43.13 FEET; THENCE NORTH 42°09'25" WEST, A DISTANCE OF 12.50 FEET TO THE MOST WESTERLY CORNER OF REVISED TRACT A IN SAID REPLAT; THENCE SOUTH 60°25'09" WEST, DEPARTING SAID EXTERIOR REPLAT LINE, A DISTANCE OF 650.84 FEET; THENCE NORTH 48°40'33" WEST, A DISTANCE OF 52.45 FEET; THENCE SOUTH 42°12'42" WEST, A DISTANCE OF 162.50 FEET; THENCE SOUTH 11°17'43" WEST, A DISTANCE OF 36.09 FEET; THENCE SOUTH 51°19'07" EAST, A DISTANCE OF 77.27 FEET; THENCE SOUTH 23°14'40" WEST, A DISTANCE OF 85.65 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 88°02'53" EAST, ALONG THE SOUTH LINES OF SAID QUARTER QUARTERS, A DISTANCE OF 1,036.52 FEET TO THE POINT OF BEGINNING. CONTAINING 402,875 SQUARE FEET OR 9.249 ACRES, MORE OR LESS.

Section 3. The Development Agreement between the City of Raymore, Missouri and Cooper Land Development, Inc. is approved and the City Manager is directed to execute said 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 10TH DAY OF MAY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF MAY, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: May 10, 2021
Re: Case #21007: Eastbrooke at Creekmoor - Second Plat - Lots 35-75 and Tracts D, E, F

GENERAL INFORMATION

**Applicant/
Property Owner:** Cooper Land Development
% Ernie Deaton
903 N. 47th Street, Ste 101
Rogers, AR 72756

Property Location: W of N. Madison Street along Hampstead Drive



Existing Zoning: PUD Planned Unit Development District

Existing Surrounding Zoning: **North:** PUD - Planned Unit Development District
South: A - Agricultural District
East: RE - Rural Estate District
West: PUD - Planned Unit Development District

Existing Surrounding Uses: **North:** Creekmoor PUD
South: Residential
East: Residential
West: Creekmoor PUD

Total Tract Size: 9.249 acres

Total Number of Lots: 41 Lots and 3 Tracts

Density – units per Acre: 11

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for residential development.

Major Street Plan: The Major Thoroughfare Plan Map classifies N. Madison Street as a major collector road. Hampstead Drive is classified as a minor collector 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 *Eastbrooke at Creekmoor, Second Final Plat - Lots 35-75 and Tracts D, E, F*

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. The property was rezoned to PUD Planned Unit Development District in January 2004. The rezoning to PUD included approval of the preliminary plan and a signed Memorandum of Understanding (MOU).

2. The Eastbrooke at Creekmoor - First Final Plat to the east was recorded August, 18, 2020.
3. The site plan for the community pool is part of the Cunningham at Creekmoor Second Final Plat, Tract C and was approved October 3, 2017

ENGINEERING DIVISION COMMENTS

The Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

1. The current bulk and dimensional standards for this phase of the PUD Planned Unit Development zoning district, was established by the 6th amendment to the Creekmoor MOU, approved on November 25, 2019, are as follows:

PUD	
Minimum Lot Area	
per lot	4,500 sq ft regular lot or cul-de-sac lot; 5,200 sq ft corner lot
per dwelling unit	-
Minimum Lot Width (feet)	30 ft cul-de-sac lot; 40 ft regular lot; 47 ft corner lot
Minimum Lot Depth (feet)	100 ft cul-de-sac lot; 110 ft regular and corner lot
Yards, Minimum (feet)	
front	25
rear	25
side	7
side, abutting residential district	5
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	45

2. The lot sizes within Eastbrooke have been reduced to allow for a new housing option for buyers within the Creekmoor community. The decreased lot widths will require a smaller square footage home and be limited to a two-car garage.
3. The property to the south is zoned 'A' Agricultural District and no buffer or landscape screening is required.

4. A right turn lane for southbound traffic on Madison Street at the intersection with Hampstead Drive has been installed as part of the public improvements to accommodate the residential traffic.
5. All provisions of the Memorandum of Understanding have been met.

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 proposed final plat is substantially the same as the approved preliminary plan.

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 Memorandum of Understanding that was attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	May 4, 2021	May 10, 2021	May 24, 2021

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #21007 Eastbrooke at Creekmoor - Second Final Plat to the Planning and Zoning Commission with a recommendation of approval subject to the following condition:

1. Prior to submitting the final plat drawing for City signatures for recording purposes, Hampstead Court shall be renamed. With the use of Hampstead Drive, the cul-de-sac shall have a distinct, different name than Hampstead Court.

STAFF RECOMMENDATION

The Planning and Zoning Commission, at its May 4, 2021 meeting, voted 8-0-1 to accept the staff proposed findings of fact and forward Case #21007 Eastbrooke at Creekmoor - Second Final Plat to the City Council with a recommendation of approval subject to the following condition:

1. Prior to submitting the final plat drawing for City signatures for recording purposes, Hampstead Court shall be renamed. With the use of Hampstead Drive, the cul-de-sac shall have a distinct, different name than Hampstead Court.



Development Agreement

For

***Eastbrooke at Creekmoor Second Final Plat
Lots 35 thru 75
and Tracts D, E & F***

Legal Description Contained on Page 2

**Between Cooper Land Development, Inc., Grantor
and**

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

May 24, 2021

DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE THIS 24th day of May, 2021, by and between, **Cooper Land Development, Inc.** 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 **Eastbrooke at Creekmoor Second Final Plat Lots 35 thru 75 and Tracts D, E & F** 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: **Eastbrooke at Creekmoor Second Final Plat Lots 35 thru 75 and Tracts D, E & F**

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 2°29'43" EAST ALONG THE EAST LINE OF SAID QUARTER, A DISTANCE OF 1,327.55 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER AND THE SOUTHEAST CORNER OF EASTBROOKE AT CREEKMOOR 1ST PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 88°02'53" WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER AND OF SAID 1ST PLAT, A DISTANCE OF 224.44' TO THE POINT OF BEGINNING OF THE PART TO BE DESCRIBED HEREIN; THENCE NORTH 2°29'43" EAST, THIS AND SUBSEQUENT COURSES FOLLOWING THE EXTERIOR BOUNDARY OF SAID 1ST PLAT, A DISTANCE OF 151.77 FEET; THENCE NORTH 87°30'17" WEST, A DISTANCE OF 30.58 FEET; THENCE NORTH 2°29'43" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 87°30'17" EAST, A RADIUS OF 14.57 FEET, A CENTRAL ANGLE OF 93°25'49", AND AN ARC DISTANCE OF 23.56 FEET; THENCE NORTH 2°29'43" EAST, A DISTANCE OF 47.09 FEET; THENCE NORTH 87°30'17" WEST, A DISTANCE OF 118.00 FEET; THENCE NORTH 2°03'42" EAST, A DISTANCE OF 127.09 FEET TO A POINT ON THE SOUTH LINE OF LOT 26A, LOT LINE ADJUSTMENT OF LOTS 2-5,7,8,11-19 AND 22-26 AND TRACTS A AND B, EASTBROOKE AT CREEKMOOR, 1ST PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 68°55'27" WEST, THIS AND SUBSEQUENT COURSES FOLLOWING THE EXTERIOR BOUNDARY OF SAID REPLAT, A DISTANCE OF 48.69 FEET; THENCE NORTH 56°03'06" WEST, A DISTANCE OF 73.52 FEET; THENCE NORTH 20°32'30" WEST, A DISTANCE OF 4.76 FEET; THENCE NORTH 87°56'12" WEST, A DISTANCE OF 47.84

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REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public 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 public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director 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 Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.
5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.
6. 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.

7. The Sub-divider shall install stormwater quality features in the islands of both cul-de-sacs in accordance with plans approved by the Public Works Director. Said features shall be installed as part of the installation of the public Improvements. The Creekmoor POA will be responsible for the maintenance of these features.

8. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.

9. 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 (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

10. 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 (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.

2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

3. The Sub-divider agrees to provide the City of Raymore "as-built" plans for all 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.

4. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and save the City 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 project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list 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 Unified Development Code of the City of Raymore.
3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code 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 Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.
5. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.
6. Fees in lieu of parkland dedication will be paid by the home builder at the time a building permit is issued. The total fee due for **Eastbrooke at Creekmoor Second Final Plat Lots 35 thru 75 and Tracts D, E & F is \$5,892.93 (Five Thousand Eight Hundred and Ninety-Two dollars and Ninety-Three Cents)**. Fees paid at the time building permit applications are to be made at a rate of **One Hundred Forty-Three dollars and seventy-three cents (\$143.73) per dwelling unit**.
7. 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.

ADDITIONAL REQUIREMENTS

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.

2. All sidewalks shall be five-feet (5') in width and shall be installed on each lot prior to the issuance of a Certificate of Occupancy on the lot.
3. The Sub-divider agrees to establish a homeowners association or other similar mechanism approved by the City to perpetually maintain all common area tracts within ***Eastbrooke at Creekmoor Second Plat Lots 35 through 75, and Tracts D, E & F.***
4. The Sub-divider agrees to install a sidewalk upon Tract D at the time a home is constructed on Lot 35 and Lot 75.
5. The Sub-divider agrees to install a sidewalk upon Tract D at the time a home is constructed on Lot 59.
6. The Sub-divider agrees to install at sidewalk upon Tract F at the time a home is constructed on Lot 36

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 proposal 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 entire 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 Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.
7. The undersigned represent 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. The Sub-divider and City acknowledge the Memorandum of Understanding for Creekmoor Subdivision, executed by both parties and approved by City Council on January 26, 2004, June 26, 2006, July 24, 2006, July 23, 2007, July 27, 2015, and November 25, 2019 remains in effect.

10. 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

William H. Kennedy, III, Esq.
903 North 47th Street.
Rogers, AR 72756

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Eastbrooke at Creekmoor Second Final Plat Lots 35 thru 75 and Tracts D, E & F**; 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 **Eastbrooke at Creekmoor Second Final Plat Lots 35 thru 75 and Tracts D, E & F**.

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

Jody Latham
Sub-divider Signature

JODY LATHAM DRES
Printed Name

Sub-divider – Signature

Printed Name

Subscribed and sworn to me on this
the 28TH day of APRIL 2021
in the County of BENTON
State of ARKANSAS

Stamp:



Notary Public:

Suzanne L. Young

My Commission Expires: 08-10-2030

Attachment A

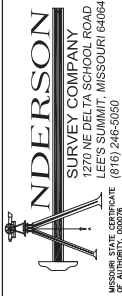
FEE CALCULATION FOR EASTBROOKE AT CREEKMOOR SECOND PLAT

Total Cost for 'New' Public Improvements: \$736,850

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>	\$5,000.00
	Additional erosion control financial security (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (8.0 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>	\$3,000.00
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] 01-00-4182-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$7,368.50
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>	\$36,842.50
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre (9.249 acres) [Schedule of Fees and Charges] 01-00-4185-0000	\$83.24

TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT.....\$44,211.00
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT..... \$8,500.00
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS.....\$83.24



SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI SURVEYING BOARD AND I HAVE COMPLIED WITH ALL APPLICABLE RULES, REGULATIONS AND ORDINANCES GOVERNING THE PRACTICE OF SURVEYING AND MAPPING IN THE STATE OF MISSOURI. I HAVE BEEN LICENSED AS A SURVEYOR IN THE STATE OF MISSOURI AND I AM A MEMBER OF THE MISSOURI SURVEYING BOARD. I HAVE BEEN LICENSED AS A SURVEYOR IN THE STATE OF MISSOURI AND I AM A MEMBER OF THE MISSOURI SURVEYING BOARD. I HAVE BEEN LICENSED AS A SURVEYOR IN THE STATE OF MISSOURI AND I AM A MEMBER OF THE MISSOURI SURVEYING BOARD.

PHILIP J. HENNEHAN PLS 2019

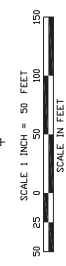
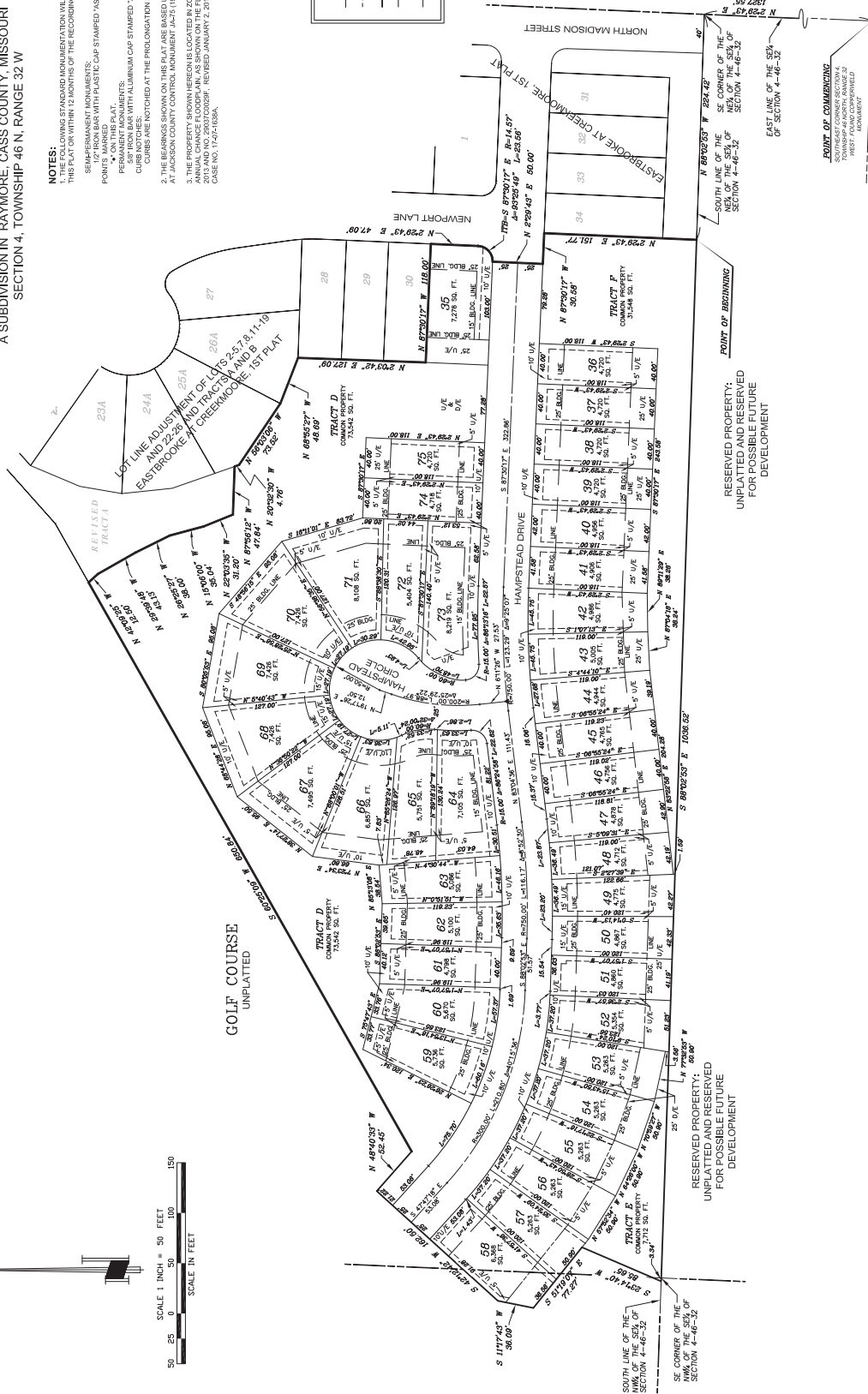
EASTBROOKE AT CREEKMOOR SECOND PLAT

LOTS 35 THROUGH 75, AND TRACTS D, E, & F
A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI
SECTION 4, TOWNSHIP 46 N, RANGE 32 W

- NOTES:**
1. THE FOLLOWING STANDARD MONUMENTATION WILL BE SET UPON COMPLETION OF CONSTRUCTION ACTIVITIES WITH THIS PLAT OR WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT, WHICHEVER IS EARLIER.
SEMI-PERMANENT MONUMENTS:
1/2" IRON BAR WITH PLASTIC CAP STAMPED "AS C.M.S. 7/10 M.S. 3" SET AT ALL REAR LOT CORNERS AND OTHER POINTS ON THIS PLAT.
PERMANENT MONUMENTS:
5/8" IRON BAR WITH ALUMINUM CAP STAMPED "AS C.M.S. 7/10 M.S. 3" SET AT CORNERS MARKED "A" ON THIS PLAT.
CURB NOTCHES:
CURBS ARE NOTCHED AT THE PROLONGATION OF THE INTERIOR WIDE LOT LINES.
 2. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE.
 3. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE.
 4. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE.
 5. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE.
 6. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE.
 7. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE.
 8. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE.
 9. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE.
 10. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983 WEST ZONE.

LEGEND

- SETBACK LINE
- UTILITY & DRAINAGE
- SUBDIVISION
- BOUNDARY
- ROAD ROW
- CURB
- SETBACK LINE
- UTILITY & DRAINAGE
- EASEMENT LINE



21-46-32
Eastbrooke 2nd Plat
Sheet 1

RESERVED PROPERTY:
UNPLATTED AND RESERVED
FOR POSSIBLE FUTURE
DEVELOPMENT

RESERVED PROPERTY:
UNPLATTED AND RESERVED
FOR POSSIBLE FUTURE
DEVELOPMENT

RESERVED PROPERTY:
UNPLATTED AND RESERVED
FOR POSSIBLE FUTURE
DEVELOPMENT



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 10, 2021

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 3621: The Venue of The Good Ranch 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: May 4, 2021
Action/Vote: Approved 8-0-1

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Jake Loveless, representing Venue Land Partners, LLC, is requesting approval of the final plat for The Venue of The Good Ranch, a 6-lot residential subdivision containing 204 townhome units located on the east side of Dean Avenue, north of North Cass Parkway.

BILL 3621

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE VENUE OF THE GOOD RANCH FINAL PLAT, LOCATED IN SECTION 20, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and

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

WHEREAS, the City Council of the City of Raymore, Missouri, finds and declares that the provisions contained and enacted are for the purposes of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public rights-of-ways.

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

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

Section 2. That the subdivision known as The Venue of The Good Ranch is approved for the tract of land described below:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 03°26'02" WEST, ALONG THE WEST LINE OF SAID SECTION 20, 1745.66 FEET; THENCE SOUTH 86°33'58" EAST, 202.95 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 32°38'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1842.81 FEET; THENCE ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1450.00 FEET, AND AN ARC LENGTH OF 6.65 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF "MEADOWOOD OF THE GOOD RANCH 3RD PLAT", A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI; THENCE NORTH 57°37'37" EAST, 100.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEAN AVENUE, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY LINE OF SAID PLAT OF MEADOWOOD, IN THE NORTHEASTERLY DIRECTION, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 32°22'09" WEST (DEED=NORTH 32°21'40" WEST), A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.49 FEET, TURNING INTO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FOX RIDGE DRIVE, AS NOW ESTABLISHED; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 57°21'51" EAST, 18.78 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE

RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 470.00 FEET, AND AN ARC LENGTH OF 326.50 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 82°49'58" EAST, 153.61 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE WESTERLY LINE OF A TRACT OF LAND GRANTED TO THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, AND DESCRIBED IN BOOK 3177 AT PAGE 356, FOR THE FOLLOWING 23 COURSES, SOUTH 47°40'05" EAST, 65.22 FEET, THENCE SOUTH 06°43'46" EAST, 54.28 FEET; THENCE SOUTH 24°52'59" EAST, 101.31 FEET; THENCE SOUTH 07°16'14" EAST, 24.84 FEET; THENCE SOUTH 37°22'13" EAST, 67.21 FEET; THENCE SOUTH 55°49'58" EAST, 68.43 FEET; THENCE SOUTH 78°25'39" EAST, 40.71 FEET; THENCE SOUTH 60°11'28" EAST, 129.07 FEET; THENCE SOUTH 27°47'33" EAST, 95.37 FEET; THENCE SOUTH 43°24'40" EAST, 26.51 FEET; THENCE SOUTH 13°35'20" WEST, 194.86 FEET; THENCE SOUTH 09°22'57" EAST, 142.33 FEET; THENCE SOUTH 12°09'04" EAST, 185.66 FEET; THENCE SOUTH 16°58'52" WEST, 36.55 FEET; THENCE SOUTH 11°09'22" EAST, 239.14 FEET; THENCE SOUTH 38°56'55" EAST, 46.21 FEET; THENCE SOUTH 15°33'04" WEST, 39.01 FEET; THENCE SOUTH 28°22'33" WEST, 122.42 FEET; THENCE SOUTH 43°17'22" WEST, 52.61 FEET; THENCE SOUTH 22°59'58" WEST, 69.66 FEET; THENCE SOUTH 37°04'30" WEST, 165.15 FEET; THENCE SOUTH 12°56'13" WEST, 121.00 FEET; THENCE SOUTH 01°11'04" WEST, 55.64 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH CASS PARKWAY, AS NOW ESTABLISHED; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE LEFT, WITH AN INITIAL TANGENT BEARING OF NORTH 62°07'52" WEST, A RADIUS OF 5612.50 FEET, AND AN ARC LENGTH OF 521.09 FEET, TO A POINT OF INTERSECTION WITH THE MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY AT STATION 524+97.62, 62.68 FEET LEFT; THENCE ALONG SAID MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY, NORTH 20°21'34" EAST, 62.28 FEET, TO STATION 524+95.29, 124.91 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 67°56'56" WEST, 100.00 FEET, TO STATION 523+97.49, 124.97 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 29°38'54" WEST, 77.26 FEET (DEED=NORTH 28°56'29" WEST, 78.08 FEET), TO STATION 523+39.13, 175.00 FEET LEFT, TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 20°24'26" EAST, 15.64 FEET (DEED=14.38 FEET); THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 1550.00 FEET, AND AN ARC LENGTH OF 1427.74, TO THE POINT OF BEGINNING.

Section 3. The Development Agreement between the City of Raymore, Missouri and Venue Land Partners, LLC is approved and the City Manager is directed to execute said 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 10TH DAY OF MAY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF MAY, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: May 10, 2021
Re: Case #21008: The Venue of the Good Ranch - Final Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** Venue Land Partner, LLC
% Jake Loveless
21 SE 29th Terrace
Lee's Summit, MO 64082

Property Location: N. Cass Parkway and Dean Avenue



Existing Zoning: PUD Planned Unit Development District

Existing Surrounding Zoning: **North:** R1-P - Single Family Residential Planned District
South: C3 & A - Regional Commercial District & Agricultural District
East: PR & R1-P - Parks, Recreation and Public Use; Single Family Residential Planned District
West: C3 - Regional Commercial District

Existing Surrounding Uses: **North:** Meadowood of the Good Ranch
South: Undeveloped
East: Stonegate of the Good Ranch
West: Undeveloped

Total Tract Size: 25.68 acres

Total Number of Lots: 6 Lots and 2 Tracts

Density – units per Acre: 11

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for residential development.

Major Street Plan: The Major Thoroughfare Plan Map classifies S. Dean Avenue and N. Cass Parkway as minor arterial roads.

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 *The Venue at the Good Ranch, Final Plat - Lots 1-6 and Tracts A, B*

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. The property was rezoned to PUD Planned Unit Development District in September 2019. The rezoning to PUD included approval of the preliminary plan and a signed Memorandum of Understanding (MOU).
2. Meadowood of the Good Ranch - Third Final Plat to the north was recorded July 14, 2015.
3. The preliminary plan for the community pool and clubhouse is part of the Memorandum of Understanding and is located on Tract B.

ENGINEERING DIVISION COMMENTS

The Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

1. The current bulk and dimensional standards for this PUD- Planned Unit Development zoning district, was established by The Venue at the Good Ranch MOU, recorded on September 17, 2019, as follows:

PUD	
Minimum Lot Area	
per lot	1 acre
per dwelling unit	-
Minimum Lot Width (feet)	90 ft
Minimum Lot Depth (feet)	100 ft
Yards, Minimum (feet)	
front	25
rear	19
side	10
side, abutting residential district	-
Minimum Building Separation	5
Maximum Building Height (feet)	40
Maximum Building Coverage (%)	40

2. The townhouse style homes allow for a new housing option for buyers within the Raymore community.
3. The property to the north and northwest is zoned 'R1-P' Single Family Residential Planned District and a Type-A landscape buffer or landscape screening is required.

4. Street trees shall be provided at a rate of one tree per fifty (50) linear feet along the designated greenways of S. Dean Avenue and N. Cass Parkway.
5. The development is located within the Cass County Public Water Supply District #10 and will be served by the district.

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 proposed final plat is substantially the same as the approved preliminary plan.

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 Memorandum of Understanding that was attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	May 4, 2021	May 10, 2021	May 24, 2021

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #21008: The Venue of the Good Ranch - Final Plat to the Planning and Zoning Commission with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its May 4, 2021 meeting, voted 8-0-1 to accept the staff proposed findings of fact and forward Case #21008: The Venue of the Good Ranch - Final Plat to the City Council with a recommendation of approval.



Development Agreement

For

The Venue of The Good Ranch Final Plat

Legal Description Contained on Page 2

Between Venue Land Partners, LLC, Grantor and

City of Raymore, Grantee

100 Municipal Circle

Raymore, MO 64083

May 24, 2021

DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE THIS 24th day of May, 2021, by and between, **Venue Land Partners, 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 **The Venue of The Good Ranch** 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: **The Venue of The Good Ranch**

.A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 03°26'02" WEST, ALONG THE WEST LINE OF SAID SECTION 20, 1745.66 FEET; THENCE SOUTH 86°33'58" EAST, 202.95 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 32°38'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1842.81 FEET; THENCE ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1450.00 FEET, AND AN ARC LENGTH OF 6.65 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF "MEADOWOOD OF THE GOOD RANCH 3RD PLAT", A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI; THENCE NORTH 57°37'37" EAST, 100.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEAN AVENUE, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY LINE OF SAID PLAT OF MEADOWOOD, IN THE NORTHEASTERLY DIRECTION, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 32°22'09" WEST (DEED=NORTH 32°21'40" WEST), A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.49 FEET, TURNING INTO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FOX RIDGE DRIVE, AS NOW ESTABLISHED; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 57°21'51" EAST, 18.78 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 470.00 FEET, AND AN ARC LENGTH OF 326.50 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 82°49'58" EAST, 153.61 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE WESTERLY LINE OF A TRACT OF LAND GRANTED TO THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, AND DESCRIBED IN BOOK 3177 AT PAGE 356, FOR THE FOLLOWING 23 COURSES, SOUTH 47°40'05" EAST, 65.22 FEET, THENCE SOUTH 06°43'46" EAST, 54.28 FEET; THENCE SOUTH 24°52'59" EAST, 101.31 FEET; THENCE SOUTH 07°16'14" EAST, 24.84 FEET; THENCE SOUTH 37°22'13" EAST, 67.21 FEET; THENCE SOUTH

55°49'58" EAST, 68.43 FEET; THENCE SOUTH 78°25'39" EAST, 40.71 FEET; THENCE SOUTH 60°11'28" EAST, 129.07 FEET; THENCE SOUTH 27°47'33" EAST, 95.37 FEET; THENCE SOUTH 43°24'40" EAST, 26.51 FEET; THENCE SOUTH 13°35'20" WEST, 194.86 FEET; THENCE SOUTH 09°22'57" EAST, 142.33 FEET; THENCE SOUTH 12°09'04" EAST, 185.66 FEET; THENCE SOUTH 16°58'52" WEST, 36.55 FEET; THENCE SOUTH 11°09'22" EAST, 239.14 FEET; THENCE SOUTH 38°56'55" EAST, 46.21 FEET; THENCE SOUTH 15°33'04" WEST, 39.01 FEET; THENCE SOUTH 28°22'33" WEST, 122.42 FEET; THENCE SOUTH 43°17'22" WEST, 52.61 FEET; THENCE SOUTH 22°59'58" WEST, 69.66 FEET; THENCE SOUTH 37°04'30" WEST, 165.15 FEET; THENCE SOUTH 12°56'13" WEST, 121.00 FEET; THENCE SOUTH 01°11'04" WEST, 55.64 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH CASS PARKWAY, AS NOW ESTABLISHED; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE LEFT, WITH AN INITIAL TANGENT BEARING OF NORTH 62°07'52" WEST, A RADIUS OF 5612.50 FEET, AND AN ARC LENGTH OF 521.09 FEET, TO A POINT OF INTERSECTION WITH THE MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY AT STATION 524+97.62, 62.68 FEET LEFT; THENCE ALONG SAID MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY, NORTH 20°21'34" EAST, 62.28 FEET, TO STATION 524+95.29, 124.91 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 67°56'56" WEST, 100.00 FEET, TO STATION 523+97.49, 124.97 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 29°38'54" WEST, 77.26 FEET (DEED=NORTH 28°56'29" WEST, 78.08 FEET), TO STATION 523+39.13, 175.00 FEET LEFT, TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 20°24'26" EAST, 15.64 FEET (DEED=14.38 FEET); THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 1550.00 FEET, AND AN ARC LENGTH OF 1427.74, TO THE POINT OF BEGINNING.

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public 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 public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director 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 Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.

5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.
6. 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.
7. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.
8. 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 (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.
9. 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 (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of any Certificates of Occupancy for any building, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision for said building and the City Council shall have accepted by Resolution all Improvements.
2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.
3. The Sub-divider agrees to provide the City of Raymore “as-built” plans for all 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.
4. Prior to acceptance of the Improvements a waiver of mechanic’s lien shall be submitted to the City. The Sub-divider will indemnify and save the City 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.

5. The existing sidewalk along Fox Ridge Drive, Dean Avenue and North Cass Parkway shall remain open throughout the construction of the development. Any damage done to the sidewalk segments during construction of the development shall be repaired by the Sub-divider.

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 project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list 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 Unified Development Code of the City of Raymore.

3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code 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 Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.

5. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.

6. 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.

ADDITIONAL REQUIREMENTS

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.

2. All public sidewalks shall be five-feet (5') in width and shall be installed on each lot prior to the issuance of a Certificate of Occupancy on the lot.
3. The Sub-divider agrees to establish a property owners association or other similar mechanism approved by the City to perpetually maintain all common area tracts within ***The Venue of The Good Ranch***.
4. A Type-A landscape screen is required along Fox Ridge Drive. The screening shall be installed prior to the issuance of a Certificate of Occupancy for any building located upon Lot 1 or Lot 5.
5. Street trees shall be installed along Dean Avenue and along North Cass Parkway. The trees shall be installed prior to the issuance of a Certificate of Occupancy for the applicable building located along Dean Avenue or North Cass Parkway.
6. The amenity/guest parking areas shall be constructed prior to the issuance of a Certificate of Occupancy for the building(s) in which they are intended to serve. The parking areas shall be maintained by the property owners association.
7. A four-foot sidewalk shall be provided along the front yards of Buildings 1 through 16, and shall be constructed prior to the issuance of a Certificate of Occupancy for the building(s) the sidewalk is intended to serve. Such sidewalks shall be maintained by the property owners association.
8. All stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
9. A stormwater maintenance agreement shall be submitted to the City prior to the issuance of a Certificate of Occupancy.
10. Prior to the full build-out of the subdivision (51 buildings, 204 units) all amenities shown on the Preliminary Development Plan shall be constructed. Throughout the development process, amenities shall be constructed in accordance with the following phasing schedule:
 - a. **Pool and Clubhouse** - Shall be constructed prior to the issuance of a Certificate of Occupancy for the last building constructed upon Lot 1 and/or Lot 4.
 - b. **Dog Park** - Shall be constructed prior to the issuance of a Certificate of Occupancy for the last building constructed upon Lot 3.
 - c. **Pickleball Courts** - Shall be constructed prior to the issuance of a Certificate of Occupancy for the last building constructed upon Lot 5.

- d. **Playground** - Shall be constructed prior to the issuance of a Certificate of Occupancy for the last building constructed upon Lot 6.
- e. **Guest/Overflow Parking Areas** - Shall be constructed as part of the construction of the public roadway.
- f. **Screened Trash Enclosures** - Trash enclosures shall be constructed at the time buildings adjacent to the planned area for the trash enclosures are constructed.

11. Buildings and individual units within the subdivision shall not be served by the City's solid waste collection program. It shall be the responsibility of the Sub-Divider to provide solid waste collection services to individual buildings and units within the subdivision.

12. Centrally located solid waste collection areas shall be provided in accordance with the approved Preliminary Development Plan, and shall be screened in accordance with Section 430.110 of the Unified Development Code.

13. Solid waste collection areas shall be constructed and fully operational prior to the issuance of a Certificate of Occupancy for the buildings and/or units in which they serve.

14. The following building and design standards shall apply to the development:

a. **Building Materials**

- 1. Variations in building materials shall be utilized that provide a modern-style of architecture for the development, including:
 - a. Variation in roof-lines and roof pitches, and/or roof heights
 - b. Use of both horizontally and vertically articulated building materials
 - c. Contrasting building materials, colors, and/or the use of accent features
 - d. Incorporation of awnings canopies, roof extensions, or other architectural features that enhance building entrances.

b. **Exterior Elevations and Facades**

- 1. Developer shall provide, at a minimum, two (2) distinctly separate building types which incorporate architectural elements that enhance the quality of the neighborhood, and minimize the appearance of monotony within the development:
- 2. Rear Entry Units - Buildings 1 thru 16 shall be designed with rear-loaded garages, with front-door access located on the building

facade opposite of the garage door.

3. Front Entry Units - Buildings 17 thru 51 shall be designed with front-loaded garages, with front-door access located on the same facade as the garage door.

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 proposal 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 entire 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 Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.
7. The undersigned represent 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. The Sub-divider and City acknowledge the Memorandum of Understanding for The Venue of The Good Ranch, executed by both parties and approved by City Council on September 9, 2019 remains in effect.

10. 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

Jake Loveless.
21 SE 29th Terrace
Lee's Summit, MO 64082

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **The Venue of The Good Ranch**; 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 **The Venue of The Good Ranch**.

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:

Erica Hill, City Clerk

Sub-divider – Signature

Printed Name

Sub-divider – 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 THE VENUE OF THE GOOD RANCH

Total Cost for 'New' Public Improvements: \$xxxxx

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>	\$5,000.00
	Additional erosion control financial security (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (23.0 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>	\$18,000.00
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] 01-00-4182-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$
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>	\$
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre (25.68 acres) [Schedule of Fees and Charges] 01-00-4185-0000	\$231.12

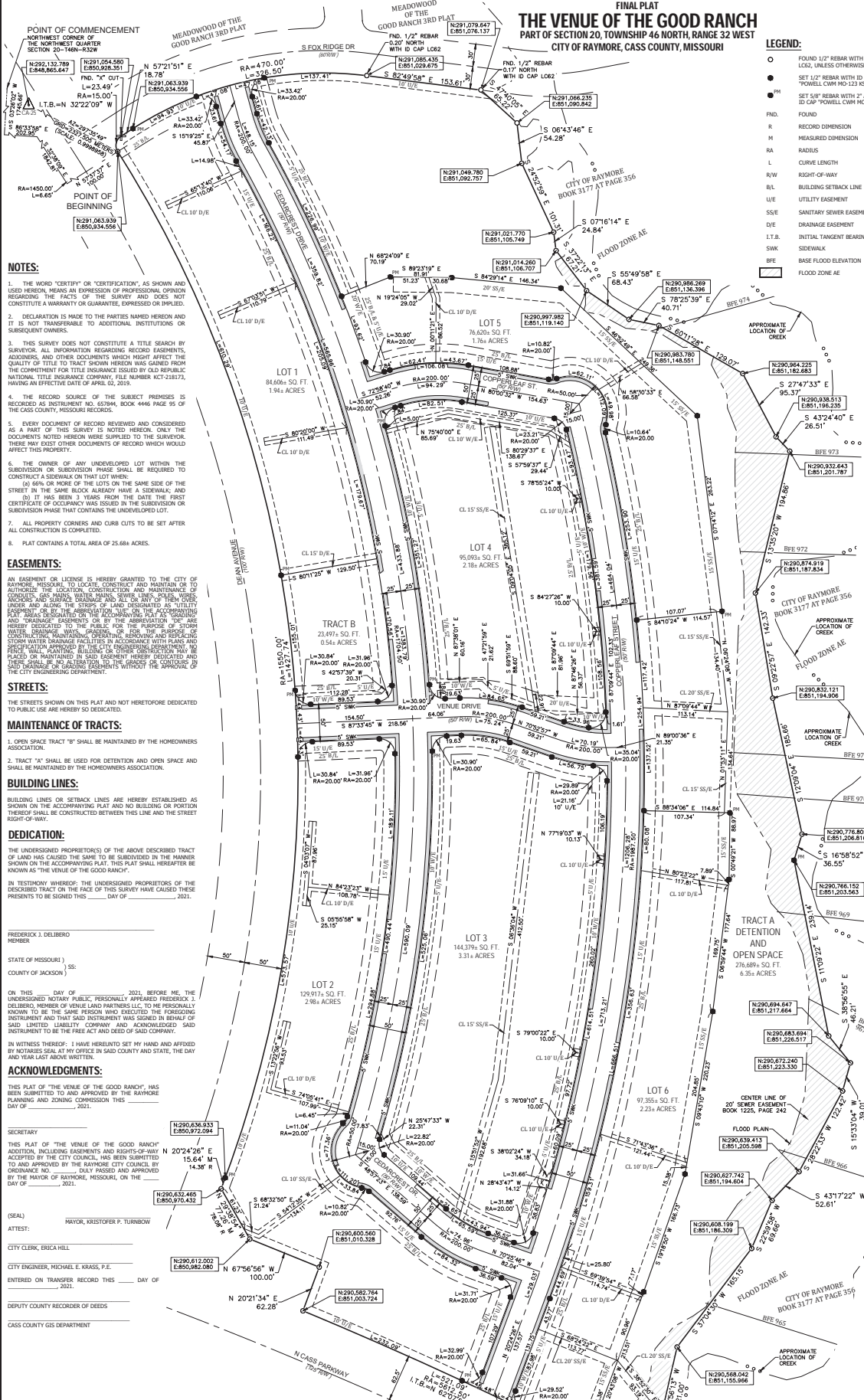
TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT.....\$xxxxxxxxx
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND
DISTURBANCE PERMIT..... \$23,500.00
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A
CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS.....\$231.12

FINAL PLAT
THE VENUE OF THE GOOD RANCH
PART OF SECTION 20, TOWNSHIP 46 NORTH, RANGE 32 WEST
CITY OF RAYMORE, CASS COUNTY, MISSOURI

- LEGEND:**
- FOUND 1/2" REBAR WITH ID CAP POWELL-CWM NO. 223 K5-36*
 - SET 1/2" REBAR WITH ID CAP POWELL-CWM NO. 223 K5-36*
 - SET 5/8" REBAR WITH 2" ALUMINUM ID CAP POWELL-CWM NO. 123 K5-36*
 - FOUND
 - R RECORD DIMENSION
 - M MEASURED DIMENSION
 - RA RADIUS
 - LC CURVE LENGTH
 - R/W RIGHT-OF-WAY
 - B/L BUILDING SETBACK LINE
 - U/E UTILITY EASEMENT
 - S/S SANITARY SEWER EASEMENT
 - D/E DRAINAGE EASEMENT
 - T/B INITIAL TANGENT BEARING
 - S/W SIDEWALK
 - B/E BASE FLOOR ELEVATION
 - FZ FLOOD ZONE AE

REFERENCE BEARING:
BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE AND TIED TO CONTROL MONUMENT "C-25" (N. 20213.789 METERS, E. 64885.647 METERS) OF THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM, AS DEVELOPED FROM GPS OBSERVATIONS, A GRID FACTOR OF 0.999995 WAS USED.

FLOOD INFORMATION:
THIS PROPERTY IS LOCATED WITHIN BOTH ZONE AE AND X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 220207006, WHICH BECAME EFFECTIVE DATE OF JANUARY 02, 2013. THE PORTION WITHIN ZONE AE IS SHOWN HEREON.



NOTES:

- THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON, MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED.
- DECLARATION IS MADE TO THE PARTIES NAMED HEREON AND IT IS NOT TRANSFERABLE TO ADDITIONAL ITOR(S) OR SUBSEQUENT OWNERS.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ENCUMBRANCES, AND OTHER MATTERS WHICH MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN HEREON WAS GAINED FROM THE COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER NO. 218373, HAVING AN EFFECTIVE DATE OF APRIL 02, 2019.
- THE RECORD SOURCE OF THE SUBJECT PREMISES IS RECORDED AS INSTRUMENT NO. 62764, BOOK 446, PAGE 55 OF THE CASS COUNTY, MISSOURI RECORDS.
- EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON, AND THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PROPERTY.
- THE OWNER OF ANY UNDEVELOPED LOT WITHIN THE SUBDIVISION OR SUBDIVISION PHASE SHALL BE REQUIRED TO CONSTRUCT A SIDEWALK ON THAT LOT WHICH:
 - 60% OR MORE OF THE LOTS ON THE SAME SIDE OF THE STREET IN THE SAME BLOCK ADJACENT TO A SIDEWALK AND
 - IT HAS BEEN 3 YEARS FROM THE DATE THE FIRST CERTIFICATE OF OCCUPANCY WAS ISSUED IN THE SUBDIVISION OR SUBDIVISION PHASE THAT CONTAINS THE UNDEVELOPED LOT.
- ALL PROPERTY CORNERS AND CURB CUTS TO BE SET AFTER ALL CONSTRUCTION IS COMPLETED.
- PLAT CONTAINS A TOTAL AREA OF 25.688 ACRES.

EASEMENTS:
AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF RAYMORE, MISSOURI, TO LOCATE, CONTROL AND MAINTAIN THE FOLLOWING: GAS MAINS, WATER MAINS, SEWER LINES, POLES, LINES, TRENCHES, OR BY THE APPROVED USE OF THE ACCOMPANYING AND "DRAINAGE" EASEMENTS OR BY THE APPROVED USE OF THE ACCOMPANYING WATER DRAINAGE FACILITIES IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ENGINEERING DEPARTMENT OF THE CITY OF RAYMORE, MISSOURI. THIS EASEMENT SHALL BE PLACED OR MAINTAINED IN SAID EASEMENT HEREBY DEDICATED AND SAID DEDICATION OR GRANTING EASEMENTS WITHOUT THE APPROVAL OF THE CITY ENGINEERING DEPARTMENT.

STREETS:
THE STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY DEDICATED.

MAINTENANCE OF TRACTS:

- OPEN SPACE TRACT "B" SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- TRACT "A" SHALL BE USED FOR DETENTION AND OPEN SPACE AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

BUILDING LINES:
BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT-OF-WAY.

DEDICATION:
THE UNDERSIGNED PROPRIETOR(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT. THIS PLAT SHALL HEREAFTER BE KNOWN AS "THE VENUE OF THE GOOD RANCH".
IN TESTIMONY WHEREOF, THE UNDERSIGNED PROPRIETORS OF THE DESCRIBED TRACT, ON THE FACE OF THIS SURVEY HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____, 2021.

FREDERICK J. DELIBERO
MEMBER
STATE OF MISSOURI)
COUNTY OF JACKSON)

ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED FREDERICK J. DELIBERO, MEMBER OF VENUE LAND PARTNERS LLC, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID COMPANY.

IN WITNESS WHEREOF, I HAVE HERETOFORE SET MY HAND AND AFFIXED MY NOTARIAL SEAL, AT MY OFFICE IN SAID COUNTY AND STATE, THE DAY AND YEAR LAST ABOVE WRITTEN.

ACKNOWLEDGMENTS:
THIS PLAT OF "THE VENUE OF THE GOOD RANCH" HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2021.

SECRETARY
THIS PLAT OF "THE VENUE OF THE GOOD RANCH" ACCORDING, INCLUDING EASEMENTS AND RIGHTS-OF-WAY IS ACCEPTED BY THE CITY COUNCIL, HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE CITY COUNCIL BY ORDINANCE NO. _____ DULY PASSED AND APPROVED BY THE MAYOR OF RAYMORE, MISSOURI, ON THE _____ DAY OF _____, 2021.

(SEA) MAYOR, KRISTOPHER P. TURNBOW
ATTEST:
CITY CLERK, ERICA HILL
CITY ENGINEER, MICHAEL E. KRASS, P.E.
ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 2021.
DEPUTY COUNTY RECORDER OF DEEDS
CASS COUNTY GIS DEPARTMENT

DESCRIPTION:
A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20, THENCE SOUTH 03°30'00" WEST, ALONG THE WEST LINE OF SAID SECTION 20, 1745.66 FEET; THENCE SOUTH 80°58'00" EAST, 20.59 FEET; TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED, THENCE SOUTH 27°39'00" EAST, ALONG WESTERLY RIGHT-OF-WAY LINE, 1842.81 FEET; THENCE ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1450.00 FEET, WITH AN ARC LENGTH OF 6.44 FEET; SAID POINT BEING THE SOUTHWEST CORNER OF "MEADOWWOOD OF THE GOOD RANCH 3RD PLAT" A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, THENCE NORTH 57°13'31" EAST, 100.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEAN AVENUE, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING.

THENCE ALONG THE SOUTHERLY LINE OF SAID PLAT OF MEADOWWOOD, IN THE NORTHEASTERLY DIRECTION, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 32°22'00" WEST (DEED-NORTH 32°24'00" WEST), A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.49 FEET; TURNING INTO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FOX RIDGE DRIVE, AS NOW ESTABLISHED; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 52°15'11" EAST, 18.79 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 32°22'00" WEST (DEED-NORTH 32°24'00" WEST), A RADIUS OF 470.00 FEET, AND AN ARC LENGTH OF 326.50 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 82°49'00" EAST, 153.63 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE WESTERLY LINE OF A TRACT OF LAND GRANTED TO THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, BY ORDINANCE NO. 2021-14, PAGE 356, FOR THE FOLLOWING 23 COURSES, SOUTH 47°40'00" EAST, 63.22 FEET; THENCE SOUTH 06°40'00" EAST, 54.28 FEET; THENCE SOUTH 24°27'00" WEST, 122.42 FEET; THENCE SOUTH 49°17'22" EAST, 24.84 FEET; THENCE SOUTH 37°22'13" EAST, 67.21 FEET; THENCE SOUTH 50°56'00" EAST, 68.43 FEET; THENCE SOUTH 78°25'39" EAST, 40.71 FEET; THENCE SOUTH 60°11'28" EAST, 120.07 FEET; THENCE SOUTH 27°39'00" EAST, 50.37 FEET; THENCE SOUTH 49°24'00" EAST, 26.51 FEET; THENCE SOUTH 12°58'52" WEST, 154.56 FEET; THENCE SOUTH 19°22'00" EAST, 143.33 FEET; THENCE SOUTH 12°09'00" EAST, 185.66 FEET; THENCE SOUTH 38°56'00" WEST, 156.15 FEET; THENCE SOUTH 11°09'22" EAST, 239.14 FEET; THENCE SOUTH 38°56'00" EAST, 46.21 FEET; THENCE SOUTH 15°33'00" WEST, 30.01 FEET; THENCE SOUTH 28°25'00" WEST, 122.42 FEET; THENCE SOUTH 49°17'22" EAST, 52.64 FEET; THENCE SOUTH 21°59'00" WEST, 69.66 FEET; THENCE SOUTH 37°04'00" WEST, 181.15 FEET; THENCE SOUTH 12°56'13" WEST, 221.00 FEET; THENCE SOUTH 01°11'00" WEST, 55.84 FEET; TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH CASS PARKWAY, AS NOW ESTABLISHED; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE LEFT, WITH AN INITIAL TANGENT BEARING OF NORTH 52°15'11" WEST, A RADIUS OF 5612.50 FEET, AND AN ARC LENGTH OF 521.09 FEET; TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 20°24'00" EAST, 15.64 FEET (DEED-N 14.38 FEET); THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 1500.00 FEET, AND AN ARC LENGTH OF 107.74 FEET; TO THE POINT OF BEGINNING.

PREPARED FOR:
GRIFFIN RILEY
200 NE MISSOURI ROAD
SUITE 200
LEES SUMMIT, MO 64086

THE VENUE OF THE GOOD RANCH
PART OF SECTION 20, TOWNSHIP 46 NORTH, RANGE 32 WEST
CITY OF RAYMORE, CASS COUNTY, MISSOURI

I HEREBY CERTIFY: THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY MADE BY OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE DEPARTMENT OF AGRICULTURE LAND SURVEY PROGRAM OF THE STATE OF MISSOURI.

308 S. Main Street 2nd Fl. Rm. 1
Independence, MO 64241
816.321.0881 | info@powell-cwm.com

Professional Seal
No. 10 | Ex. 21
Exp. 06/30/2024
No. 4 | Ex. 21
Exp. 06/30/2024
No. 10 | Ex. 21
Exp. 06/30/2024

DATE	JOB NO.	FIELD BY	DRAWN BY	CHECKED BY	CLASSIFICATION	SHEET NO.	REVISION
03/29/2021	18-1464	MLB/MM	WDE	JMP	URBAN	1 OF 1	04/23/2021

IF THE SURVEYOR'S SEAL IS NOT SHOWN IN COLOR, THEN THE SURVEY IS A COPY THAT SHOULD BE ASSUMED TO BE UNAUTHORIZED REPRODUCTIONS. THIS CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY.

REVIEW

POWELL
CWM
ARCHITECTURE/ENGINEERING/SURVEYING

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, APRIL 19, 2021, AT 7:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BERENDZEN, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Developer Introduction

Watermark Residential Group introduced their company to the Council. Watermark is considering Raymore for a Class A luxury apartment development. They presented examples of their prior developments and answered questions from Council.

B. Other

The work session of the Raymore City Council adjourned at 7:43 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, APRIL 6, 2021**, IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN MATTHEW WIGGINS, WILLIAM FAULKNER, KELLY FIZER, TOM ENGERT, JIM PETERMANN, ERIC BOWIE (arrived at 7:09 p.m.) AND MAYOR KRIS TURNBOW. ABSENT WAS MARIO URQUILLA AND JEREMY MANSUR. ALSO PRESENT WERE CITY PLANNER KATIE JARDIEU AND DEVELOPMENT SERVICES DIRECTOR JIM CADORET.

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

- a. **Approval of the minutes of the March 16, 2021 meeting.**

Motion by Commissioner Faulkner, Seconded by Commissioner Petermann, to approve the minutes.

Vote on Motion:

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

Motion passed 6-0-0.

6. Unfinished Business - None

7. New Business -

- a. **Case # 21001: South Town Storage Site Plan**

Bill Breit - 4832 SW Leafwing Dr., Lee's Summit MO 64083 spoke as the owner/developer of the South Town Storage development.

Mr. Bill Breit is before the Planning Commission to get approval for the proposed South Town Storage site plan. Mr. Breit highlighted that this property is a 4.5-acre site that is contiguous with his existing facility. The property will contain outdoor vehicle storage, featuring covered parking with outdoor facilities, with carports large enough for trailers or RVs.

Mayor Turnbow asked Mr. Breit to clarify if this is designed for vehicles and things with wheels only, such as RVs and trailers, not a property storage facility.

Mr. Breit responded that yes, that is correct. There may be some construction trailers stored there, but that will try to be a limited number.

City Planner Katie Jardieu gave an overview of the site plan for the proposed South Town Storage. Ms. Jardieu highlighted that the storage facility includes three open air vehicle storage buildings and that Phase 1 includes 70 vehicles stalls, onsite enclosed bathroom, shower, and ice machine. The area is surrounded by other industrial infrastructure. Casey's and Brightside Daycare have been rezoned to commercial, but this plot remains zoned industrial. The Engineering department has determined that this project complies with all city codes. The first phase does not include an office building, therefore, staff has determined that there is adequate space between buildings to allow for parking while items are unloaded and stored, and no parking is deemed necessary with this phase of the site plan. The minimum 6-foot landscaped area is provided along 58 Highway and the west property line as open space. There is also a 15-foot landscaped area along the rear property line. Future phases will keep the area along 58 Highway as a stormwater basin allowing for grass and potential plantings of trees or such. There is a foundation wall on the west property line in lieu of perimeter landscaping. Those areas and necessary landscaping improvements will be considered in future phases.

Ms. Jardieu reiterated that the site plan is for Phase 1, which does not include the office building. One of the conditions of approval is that the building elevations for the office building will have to come back before the Planning Commission as a site plan amendment.

Staff recommends the Planning & Zoning Commission accept the staff proposed findings of fact and approve Case #21001 South Town Storage Site Plan subject to 11 standard conditions, and 2 additional conditions, including the building elevations must be approved by the Planning & Zoning Commission, and a shared East-West drive connection must be completed before a Certificate of Occupancy will be allowed for Phase 2.

The Commissioners had a few questions:

Chairman Wiggins asked Ms. Jardieu to explain how the foundation wall can be used in lieu of landscaping, and what's the height for the wall?

Ms. Jardieu explained that the feeling of the staff was that using only landscaping wouldn't allow for enough security since the area is surrounded by other industrial type buildings. If the Planning Commission feels that this is not appropriate, it can be revisited when Mr. Breit comes back for Phase 2. Currently, it is staying as grass and landscaping, but the issue can be rediscussed at a later date. Ms. Jardieu also stated that the foundation wall for the building will be 6 to 10 feet tall.

Mayor Turnbow asked Mr. Breit if there will be a fence on top of the wall to provide extra security?

Mr. Breit stated that the wall will start shorter and end up around 8 feet tall at the north end. The fence should not be visible from 58 Hwy. There would be a fence on top of the wall to keep people from falling off.

Commissioner Faulkner asked if there is to be any screening on the east side of the proposed facility, between the property and the daycare facility to the east, and if so, was it shown on the plans? There was also some commercially rezoned property mentioned, and the concern is that the zoning being different between the daycare and the proposed storage facility. It seems like there must be a city code that requires screening between the two. Does there need to be an access easement to gain access to J Hwy to the east of the property, since Mr. Breit owns that property as well?

Mr. Breit indicated that he does plan to build a fence there eventually as well. Ms. Jardieu mentioned that there was a small detail about a fence at that location, and it has been discussed

with South Metro Fire Department because the fence needs to include a fire gate in case of emergencies. Ms. Jardieu also stated that it is staff's opinion that because the daycare and other lots near the corner have been rezoned after this property was already zoned industrial and it's an approved use, that the fence serves as enough, and only a portion needs screening.

Mr. Breit confirmed that there is an existing access easement there off J Highway.

Commissioner Bowie asked what type of fence will be between the two lots?

Mr. Breit explained that it will be a tall, high quality vinyl fence, keeping in similar style with the other existing facility he owns.

Commissioner Petermann asked what is the logic behind providing a bathroom, shower, and ice machine? Is this a common thing to have these facilities onsite? The main concern is that this may become a homeless shelter.

Mr. Breit explained that it is simply an amenity that has been proven to be attractive to campers who would be utilizing the storage spaces. Mr. Breit stated that he's trying to make this the best facility of its kind, and this is not something that most people do, but the hope is to command the market better than the competition.

Commissioner Faulkner stated for the record that the fence installed at Mr. Breit's other storage facility, while nice looking, is not tall enough to screen the top portion of the RVs that are housed there.

Chairman Wiggins asked what the height of the parking structures is? Are any of the other structures in the area that tall? The height of the parking structures seems high.

Mr. Breit replied that the parking structures are about 15 feet high, and they won't be as high as the facility across the street. Ms. Jardieu stated that across the street from the proposed storage facility, there is a storage facility with open air parking where vehicles park on gravel for temporary use. Storage facilities are usually around 12ft high, and Mr. Breit mentioned that the proposed facility will not be as high as the new American Self Storage facility that was recently built.

Chairman Wiggins asked city staff about the drainage plans, or if the city engineers have any concerns about the drainage of the property.

Ms. Jardieu responded that there was a considerable amount of time spent talking with Mr. Breit and his engineer, and it was determined that the detention area in the front drains to a storm culvert, so there were no concerns regarding drainage.

Commissioner Bowie questioned why there are not more trash bins included in the first phase?

Mr. Breit responded that in his current facility, there are trash bins that are not utilized, and that trash is not an issue. There will be more trash bins planned for phase 2.

Motion by Mayor Turnbow, Seconded by Commissioner Petermann, to accept staff proposed findings of fact and recommend approval of case #21001 South Town Storage Site Plan subject to the conditions as recommended by staff.

Mayor Turnbow commented that he had trepidation at first, but is now quite confident in Mr. Breit and the work he's done around the city, and is certain that this will be a nice facility that is certainly needed by the community.

Vote on Motion:

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

Motion passed 7-0-0.

8. City Council Report

Development Services Director Jim Cadoret stated the only regular meeting for City Council was on March 22nd, and there were no development applications on that agenda, therefore nothing to report at the time.

9. Staff Report

Ms. Jardieu thanked everyone for visiting the Universal Design open house that was held, and mentioned that Pinnacle Homes and Wade Beck were great builders to work with on this project. The intention of the home was to make the items not noticeable, which seemed very successfully accomplished. There is a Planning & Zoning meeting tentatively scheduled for April 20th, but revisions for the final plat still need to be submitted for the meeting date. Ms. Jardieu also commented that Commissioner Mansur is also noted as abstaining from the meeting due to a potential conflict of interest.

10. Public Comment

No public comment.

11. Commission Member Comment

Commissioner Bowie apologized for his tardiness, and thanked city staff.

Commissioner Engert thanked the city staff and fellow commissioners, and commented on how easy to understand the commission meetings are with everyone's help.

Commissioner Petermann thanked the staff, and commented that the Universal Design House was neat to see.

Commissioner Fizer commented that she thought the Universal Design House was nice, and she enjoyed the opportunity to visit.

Commissioner Faulkner thanked the staff, and thanked Wade Beck for his work on the Universal Design House.

Chairman Wiggins thanked city staff.

Mayor Turnbow thanked Chairman Wiggins and commented that this was a good meeting.

12. Adjournment

Motion by Commissioner Faulkner, Seconded by Commissioner Petermann, to adjourn the April 6, 2021 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 7-0-0.

The April 6, 2021 meeting adjourned at 7:37 p.m.

Respectfully submitted,

Emily Jordan

PROCLAMATION

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

WHEREAS, during a number of national crises in the past year, Officers recognized and accepted their critical role in protecting communities at increased personal risk to themselves; and

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

WHEREAS, During this time, we must be especially mindful to pay tribute to officers who have given their lives and made the ultimate sacrifice in the performance of those duties, as 119 officers have already done in 2021; and

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

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

NOW THEREFORE, I, Dale Jacobson, Mayor Pro Tempore of the City of Raymore, Missouri do hereby proclaim the week of May 9 through 15, 2021 as

NATIONAL POLICE WEEK

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 10th day of May, 2021.

Dale Jacobson, Mayor Pro Tempore

