

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, June 14, 2021

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
 - A. Development Services (pg 9)
 - B. City Clerk - Fireworks Permits (pg 15)
 - C. Monthly Court Report (pg 17)
 - D. 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, they may so request.

- A. City Council Minutes, May 24, 2021 (pg 21)
- B. TB Hanna Playground Equipment - Acceptance and Final Payment

Reference: - Resolution 21-16 (pg 29)

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

C. TB Hanna Sprayground Equipment - Acceptance and Final Payment

Reference: - Resolution 21-17 (pg 31)

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

D. Willowind Gravity Sewer Project - Acceptance and Final Payment

Reference: - Resolution 21-18 (pg 33)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications.

E. 2020 Curb Replacement Project - Acceptance and Final Payment

Reference: - Resolution 21-19 (pg 35)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications.

7. Unfinished Business. Second Reading.

A. Easement Vacation - 1307 Granton Lane

Reference: - Agenda Item Information Sheet (pg 39)
- Bill 3624 (pg 41)
- Staff Report (pg 43)
- Plot Plan (pg 48)

Randy Bryant, representing BryantRatliff Building Inc., is requesting to vacate fifteen feet of a twenty-five foot rear yard easement for property located at 1307 Granton Lane in the Westbrook at Creekmoor Subdivision to allow for the installation of a retaining wall.

- | |
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| <ul style="list-style-type: none">• City Council, 05/24/2021: Approved 7-0 |
|--|

B. Oak Ridge Farms Final Plat

Reference: - Agenda Item Information Sheet (pg 49)
- Bill 3623 (pg 51)
- Staff Report (pg 53)
- Development Agreement (pg 58)
- Final Plat (pg 67)

Sean Seibert, representing Midwest Trading & Acquisitions, LLC, filed a request for final plat approval for Oak Ridge Farms, a 57-lot single and two-family development located along Pine Street, north of the Ramblewood Subdivision.

- Planning and Zoning Commission, 05/18/2021: Approved 8-0
- City Council, 05/24/2021: Approved 7-0

C. Award of Contract - Silverlake Drainage Improvements

Reference: - Agenda Item Information Sheet (pg 71)
- Bill 3622 (pg 74)
- Contract (pg 76)

Staff recommends approval of Bill 3622 awarding a contract to TC Fuller Construction LLC for the Silverlake Drainage Improvements project.

- City Council, 05/24/2021: Approved 7-0

D. Depository Agreement

Reference: - Agenda Item Information Sheet (pg 109)
- Bill 3625 (pg 111)
- Agreement (pg 113)

For the past three years the City has utilized the services of the Community Bank of Raymore as its primary depository. The City recently issued a Request for Proposal for provision of these services. In its memo, staff explains its analysis of the proposals that were received, and recommends that Community Bank of Raymore again be designated to provide these services for the next three years.

- City Council, 05/24/2021: Approved 7-0

8. New Business. First Reading.

A. The Prairie at Carroll Farms Rezoning (public hearing)

Reference: - Agenda Item Information Sheet (pg 119)
- Bill 3626 (pg 121)
- Staff Report (pg 123)
- Planning and Zoning Commission minutes (pg 135)

Danny Carroll has submitted a request to reclassify the zoning of 145+ acres located on the west side of Kurzweil Road, north of 58 Highway, from "A"

Agricultural District and "R-1" Single-Family Residential District to "R-1P" Single-Family Residential Planned District.

- Planning and Zoning Commission, 05/18/2021: Approved 9-0

B. The Prairie at Carroll Farms Preliminary Plat (public hearing)

- Reference:
- Agenda Item Information Sheet (pg 137)
 - Resolution 21-14 (pg 139)
 - Staff Report (pg 140)
 - Memorandum of Understanding (pg 153)
 - Planning and Zoning Commission minutes (pg 165)
 - Preliminary Plat (pg 167)

Danny Carroll has submitted a request for Preliminary Plat approval for The Prairie at Carroll Farms, a 312-lot single family subdivision proposed for 145+ acres located on the west side of Kurzweil Road, north of 58 Highway. At the conclusion of the public hearing, staff will request continuation of the application until after a final decision is made on Bill 3626, rezoning of the property.

- Planning and Zoning Commission 05/18/2021: Approved 9-0

C. Support of Application to MHDC for Grant Park Villas

- Reference:
- Agenda Item Information Sheet (pg 169)
 - Resolution 21-15 (pg 171)

Jeff Beckler, representing Zimmerman Properties, LLC, has requested a resolution in support of the application he intends to file with the Missouri Housing Development Commission (MHDC) for tax credits for a proposed 48-unit affordable senior housing rental development to be located on a 3.83 acre property on the east side of Adams Street, north of 58 Highway.

D. Award of Contract - Johnston Drive Sanitary Sewer Replacement

- Reference:
- Agenda Item Information Sheet (pg 175)
 - Bill 3628 (pg 177)
 - Contract (pg 179)

Staff recommends approval of Bill 3628 awarding contract to Westland Construction for the Johnston Drive Sanitary Sewer Replacement project.

E. Budget Amendment: Johnston Drive Sanitary Sewer Replacement

Reference: - Agenda Item Information Sheet (pg 225)
- Bill 3627 (pg 227)

Staff is requesting an amendment to the FY 2021 Capital Budget to provide funding for the Johnson Drive Sanitary Sewer Replacement Project.

F. Award of Contract - 2021 Sidewalk Gap Project

Reference: - Agenda Item Information Sheet (pg 229)
- Bill 3629 (pg 231)
- Contract (pg 233)

Staff recommends approval of Bill 3629 awarding contract to Terry Snelling Construction for the 2021 Sidewalk gap project. This project will complete the sidewalk network on Johnston Drive, Foxridge Drive, Adams Street and Prairie Lane.

G. Award of Contract - 2021 Vactor 2100i Sewer Jetter

Reference: - Agenda Item Information Sheet (pg 275)
- Bill 3630 (pg 277)
- Proposal (pg 282)

The current sewer jetter truck is approaching the end of its lifecycle and is scheduled to be replaced as part of the Vehicle & Equipment Replacement Fund. The proposed Vactor 2100i sewer jetter has a number of improvements and features that will make the new equipment more efficient and safer to operate.

H. Budget Amendment - Schedule of Fees: Trash, Recycling & Yard Waste

Reference: - Agenda Item Information Sheet (pg 289)
- Bill 3632 (pg 291)
- Constable Sanitation Notice letter (pg 293)

As part of the contract for trash, recycling and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash service. The increase follows the Consumer Price Index for Garbage and Trash Hauling and is equal to \$0.60 cents a month. The fee for recycling, yard waste and bulky item pick-up will not change.

I. Acceptance of Bliss Associates Proposal for Appraisal Services

- Reference: - Agenda Item Information Sheet (pg 295)
- Bill 3633 (pg 297)
- Agreement (pg 299)

Staff recommends approval of Bill 3633 accepting the proposal of Bliss Associates, LLC, and authorizing the City Manager to enter into an agreement with the same for the provision of appraisal and real estate valuation services. These services will include valuations for right-of-way and easement acquisition necessary to complete certain transportation infrastructure improvements contemplated under the general obligation bonds approved by Raymore voters in fiscal year 2020.

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, 06/07/2021 (pg 309)
 - Planning and Zoning Commission minutes, 05/18/2021 (pg 311)
-

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 May 2021

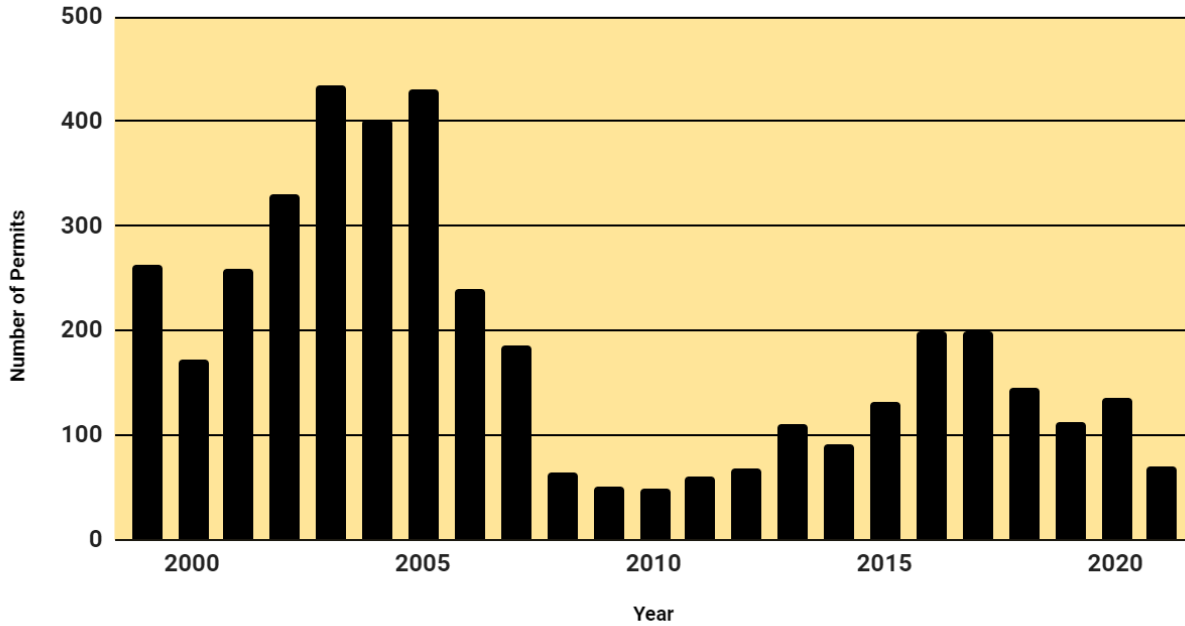
Building Permit Activity

Type of Permit	May 2021	2021 YTD	2020 YTD	2020 Total
Detached Single-Family Residential	24	70	37	136
Attached Single-Family Residential	0	0	12	22
Multi-Family Residential	0	0	0	396
Miscellaneous Residential (deck; roof)	55	296	346	1,240
Commercial - New, Additions, Alterations	2	12	10	13
Sign Permits	0	5	13	37
Inspections	May 2021	2021 YTD	2020 YTD	2020 Total
Total # of Inspections	348	1,654	1,686	4,447
Valuation	May 2021	2021 YTD	2020 YTD	2020 Total
Total Residential Permit Valuation	\$6,013,800	\$18,094,100	\$11,510,900	\$40,314,600
Total Commercial Permit Valuation	\$552,600	\$2,447,900	\$8,264,300	\$46,094,200

Additional Building Activity:

- Construction nears completion for the first units at The Lofts at Fox Ridge apartment community. Construction continues on all remaining units.
- Construction is near completion on the first industrial building in the Raymore Commerce Center. Site grading has commenced for a 2nd building.
- Construction continues 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 continues 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.
- Building construction has commenced on the South Town Storage facility, a covered parking area for RV's and similar vehicles
- Building construction plans are under review for the South Metro Fire District administration building

Single Family Building Permits



Code Enforcement Activity

Code Activity	May 2021	2021 YTD	2020 YTD	2020 Total
Code Enforcement Cases Opened	88	201	244	565
<i>Notices Mailed</i>				
- Tall Grass/Weeds	43	43	46	96
- Inoperable Vehicles	14	102	77	185
- Junk/Trash/Debris in Yard	11	45	31	92
- Object placed in right-of-way	0	0	3	6
- Parking of vehicles in front yard	1	18	9	20
- Exterior home maintenance	10	26	22	43
- Other (trash at curb early; signs; etc)	1	2	4	6
Properties mowed by City Contractor	13	18	19	73
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	1	0	3
Signs in right-of-way removed	43	265	198	460
Violations abated by Code Officer	8	38	72	133

Development Activity

Current Projects

- The Prairie at Carroll Farms Rezoning and Preliminary Plat
- Watermark Rezoning (Raymore Galleria)
- South Metro Fire District Administrative Offices Site Plan
- Saddlebrook Rezoning and Preliminary Plat

	As of May 31, 2021	As of May 31, 2020	As of May 31, 2019
Homes currently under construction	597 (396 units at Lofts of Foxridge)	154	129
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	201	292	382
Total number of dwelling units in City	8,839	8,712	8,587

Actions of Boards, Commission, and City Council

City Council

May 10, 2021

- Approved on 1st reading the Eastbrooke at Creekmoor 2nd Final Plat
- Approved on 1st reading the Venue of The Good Ranch Final Plat

May 24, 2021

- Approved on 2nd reading the Eastbrooke at Creekmoor 2nd Final Plat
- Approved on 2nd reading the Venue of The Good Ranch Final Plat
- Approved on 1st reading the vacation of a portion of a utility easement at 1307 Granton Lane
- Approved on 1st reading the Oak Ridge Farms Final Plat

Planning and Zoning Commission

May 4, 2021

- Recommended approval of the Eastbrooke at Creekmore 2nd Final Plat
- Recommended approval of the Venue of The Good Ranch Final Plat
- Completed the Annual Review of the Growth Management Plan

May 18, 2021

- Recommended approval of the Oak Ridge Farms Final Plat
- Recommended approval of the Rezoning of The Prairie at Carroll Farms
- Recommended approval of The Prairie at Carroll Farms Preliminary Plat

Board of Adjustment

May 18, 2021

- Approval of a side yard variance for a proposed structure for South Town Storage

Upcoming Meetings – June & July

June 1, 2021 Planning and Zoning Commission

- Meeting cancelled

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 - Easement vacation - 1307 Granton
- 2nd reading - Oak Ridge Farms Final Plat

June 15, 2021 Planning and Zoning Commission

- Saddlebrook Rezoning and Preliminary Plat (public hearing)

June 21, 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

July 6, 2021 Planning and Zoning Commission

- Watermark Rezoning (Raymore Galleria) "C-3" Regional Commercial District to "R-3B" Apartment Community Residential District
- South Metropolitan Fire Protection District Administrative Offices Site Plan
- Sendera Rezoning (Estates of The Good Ranch) "R-1P" Single-Family Residential Planned District to "PUD" Planned Unit Development. Sendera is a proposed 428 lot single-family residential development proposed for 135 acres located on the south side of Hubach Hill Road, east of Brook Parkway.

July 12, 2021 City Council

- 1st reading - Saddlebrook rezoning - modification of development standards for R-1P zoning designation (public hearing)
- Resolution for Preliminary Plat for Saddlebrook (public hearing)

July 20, 2021 Planning and Zoning Commission

- Annual Review of the Unified Development Code

July 26, 2021 City Council

- 1st reading - Watermark Rezoning (public hearing)

- 1st reading - Sendera Rezoning (public hearing)
- 2nd reading - Saddlebrook Rezoning
- Resolution for Preliminary Plat for Saddlebrook

Department Activities

- Director Jim Cadoret and City Planner Katie Jardieu participated in the virtual American Planning Association national conference.
- City Planner Katie Jardieu attended a KU Public Management Center Emerging Leaders Academy class via Zoom.
- Economic Development Director David Gress participated in the monthly Chamber of Commerce morning coffee.
- Economic Development Director David Gress presented an update of economic development activities to the Emerald Club at Community Bank of Raymore.
- Building Official Jon Woerner participated in the Spring training conference of the Missouri Association of Building Code Administrators.
- New public notice signs are being placed on property that is under consideration for a development application. A QR code on the sign directs the user to the City's [What's Happening in Raymore mapping application](#) to learn more about the proposed development.
- City Planner Katie Jardieu attended a class for KU Emerging Leaders via Zoom.
- GIS Coordinator Heather Eisenbarth worked on an app for Engineering Services to assist in accurate data collection.
- Code Enforcement Officer Drayton Vogel worked to address the uptick in overgrown lawns and other code infractions throughout the City.
- A Good Neighbor meeting for Saddlebrook subdivision was held on Wednesday, May 19.
- A demolition permit has been issued for the vacant, dilapidated house at 216 S. Adams Street.
- Building construction plans have been filed for the new South Metropolitan Fire Protection District administrative offices on Conway Street, south of the existing training facility. The Planning and Zoning Commission will consider the site plan on July 6, 2021.
- Tenant finish plans have been submitted for Fearless Dance Studio to locate at 303 S. Washington Street.



- Economic Development Director David Gress participated in the monthly membership luncheon with the Chamber of Commerce.
- Director Jim Cadoret and City Planner Katie Jardieu participated in the quarterly meeting of the participating communities in the Communities for All Ages Initiative.

GIS Activities

- Project design for field collection of accessible ramp locations for assessment
- Replication and backup of hosted inventory, including attachments
- Report design for ramp inventory with photos
- Dashboard design to summarize/filter data for evaluation/quality control
- Development to support print & spatial analytics for feature classification
- Support for asset management operations (valve exercising), as requested
- KC Metro GIS quarterly meeting - data development, 911 operations & imagery acquisition
- Census American Community Survey (ACS) virtual developers conference
- Support for internal and external operations, including development of geospatial data and monitoring of (web mapping) services by request
- Monitoring of external services



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 06/14/2021

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

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

TITLE / ISSUE / REQUEST

Fireworks applications - Information only

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

BACKGROUND / JUSTIFICATION

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

The City Clerk has received 6 applications for the sale of fireworks in the City. These applications meet the requirements as outlined in City Code. Issuance of the permits will be granted upon successful inspections before the beginning of sales. The names and tent locations are listed below.

Beacon of Hope Church - 1294 W. Foxwood Drive (west side of parking lot)

GPS Investment - 1111 Foxwood Dr. (west of the church property)

Mackey Fireworks - 400 W. Pine Street (south of restaurant)

Sparkie's Fireworks - 715 W. Foxwood Drive (east of convenience store)

Sparkie's Fireworks - 900 W. Foxwood Drive (southeast corner of parking lot)

TNT Fireworks - 141 N. Dean Avenue (container in southwest corner of parking lot)

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

Reporting Period:		
May	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	58	1,259	703
B. Cases (citations / informations) filed	13	183	54
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	2
4. plea of GUILTY in court	9	97	35
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	25	1
6. dismissed by court	0	1	0
7. nolle prosequi	0	61	19
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	9	184	57
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	62	1,258	700
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:	116	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	153	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,748		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$11,657.50
Clerk Fee – Excess Revenue	\$1,118.62
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$34.41
Bond forfeitures (paid to city) – Excess Revenue	\$190.00
Total Excess Revenue	\$13,000.53
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$11,202.00
Clerk Fee – Other	\$787.12
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$159.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,133.67
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$24.42
Law Enforcement Training (LET) Fund surcharge	\$317.63
Domestic Violence Shelter surcharge	\$636.00
Inmate Prisoner Detainee Security Fund surcharge	\$317.63
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$560.00
Total Other Revenue	\$15,137.47
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	\$500.00
Total Other Disbursements	\$500.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$28,638.00
Bond Refunds	\$684.00
Total Disbursements	\$29,322.00

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, MAY 24, 2021 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

- 1. Call to Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Erica Hill called roll; quorum present to conduct business. Councilmember Circo was absent.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**

Mayor Turnbow presented Parks and Recreation Director Nathan Musteen a proclamation celebrating Arbor Day.

5. Personal Appearances.

6. Staff Reports.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. He noted the curb replacement program should start in the next few weeks.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. He highlighted the accomplishments of Recreation Superintendent Todd Brennon. He announced a ribbon cutting for the new splash park at TB Hanna on Wednesday, May 26. He answered questions from Council.

Communications Manager Melissa Harmer presented a full page ad about Raymore from a Missouri tourism publication. She reviewed upcoming Arts Commission projects, including an event passport for events throughout the spring and summer.

City Planner Katie Jardieu provided an update on the Comprehensive Plan.

City Manager Jim Feuerborn reminded Council that Monday, May 31 is Memorial Day. The next work session will be Monday, June 7. June 14 is a regular meeting, June 21 will be a special meeting to conduct regular business, June 22 will be a tour of development projects in Raymore, and June 28 will be a special meeting to conduct interviews for the Ward 1 seat that will be vacant. He asked Council for input on questions for the application or during the candidate interviews. He also announced that on June 1, Governor Parson will be announcing the appointment of Chief Zimmerman to the State Gaming Commission. He answered questions from Council.

7. Committee Reports.

8. Consent Agenda.

A. City Council regular meeting minutes, May 10, 2021

MOTION: By Councilmember Jacobson, second by Councilmember Townsend to approve the Consent Agenda as presented.

DISCUSSION: Councilmember Barber stated he was absent from the May 10, 2021 meeting and abstaining from this vote.

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

9. Unfinished Business. Second Readings.

A. Award of Contract - 2021 Street Preservation

BILL 3617: "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."

City Clerk Erica Hill conducted the second reading of Bill 3617 by title only.

MOTION: By Councilmember Jacobson, second by Councilmember Tonwsend to approve the second reading of Bill 3617 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3617 as **Raymore City Ordinance 2021-023.**

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

BILL 3619: "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."

City Clerk Erica Hill conducted the second reading of Bill 3619 by title only.

MOTION: By Councilmember Jacobson, second by Councilmember Townsend to approve the second reading of Bill 3619 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3619 as **Raymore City Ordinance 2021-024.**

C. Eastbrooke at Creekmoor Second Final Plat

BILL 3620: "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."

City Clerk Erica Hill conducted the second reading of Bill 3620 by title only.

MOTION: By Councilmember Jacobson, second by Councilmember Townsend to approve the second reading of Bill 3620 by title only.

DISCUSSION: Councilmember Barber noted that this will be the first street connecting the east and west sides of Creekmoor, going through to Madison.

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

Mayor Turnbow announced the motion carried and declared Bill 3620 as **Raymore City Ordinance 2021-025.**

D. The Venue of The Good Ranch Final Plat

BILL 3621: "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."

City Clerk Erica Hill conducted the second reading of Bill 3621 by title only.

MOTION: By Councilmember Jacobson, second by Councilmember Townsend to approve the second reading of Bill 3621 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3621 as **Raymore City Ordinance 2021-026.**

10. New Business. First Readings.

A. Easement Vacation - 1307 Granton Lane (public hearing)

BILL 3624: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF A UTILITY EASEMENT LOCATED ON LOT 196 IN EDGEWATER AT CREEKMOOR 6TH PLAT, A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3624 by title only.

Mayor Turnbow opened the public hearing at 7:30 p.m. and called for a staff report.

City Planner Katie Jardieu provided a review of the staff report included in the Council packet. Randy Bryant, representing property owner Bryant Ratliff Building Inc., is requesting to vacate 15-feet of a 25-foot utility easement in the rear yard of the property located at 1307 Granton Lane. The future homeowner desires to construct a retaining wall that will extend into the rear yard utility easement. There are no existing utilities located within the easement. If approved, a 10-foot wide easement area will remain for any future utility installation.

Mayor Turnbow opened the public hearing for public comment and hearing none, closed the public hearing at 7:31 p.m.

MOTION: By Councilmember Jacobson, second by Councilmember Townsend to approve the first reading of Bill 3624 by title only.

DISCUSSION: None

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

B. Oak Ridge Farms Final Plat

BILL 3623: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE OAK RIDGE FARMS FINAL PLAT, LOCATED IN SECTION 15, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3623 by title only.

City Planner Katie Jardieu provided a review of the staff report included in the Council packet. Sean Seibert, representing Midwest Trading & Acquisitions, LLC, filed a request for final plat approval for Oak Ridge Farms, a 57-lot single- and two-family development proposed along Pine Street, north of the Ramblewood Subdivision. This final plat is an expansion of the existing Oak Ridge Farms Subdivision.

MOTION: By Councilmember Jacobson, second by Councilmember Townsend to approve the second reading of Bill 3623 by title only.

DISCUSSION: None

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

C. Award of Contract - Silverlake Drainage Improvements

BILL 3622: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TC FULLER CONSTRUCTION LLC"

FOR THE SILVERLAKE DRAINAGE IMPROVEMENTS PROJECT, CITY PROJECT NUMBER 21-377-201, IN THE AMOUNT OF \$99,375 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

City Clerk Erica Hill conducted the first reading of Bill 3622 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This project involves the installation of a drain tile along the east side of Silverlake Drive from approximately 1003 Silver Lake Drive to Johnston Drive along with connection points for sump pumps. The drainage is beginning to cause damage to infrastructure. Staff recommends the contract for the Silver Lake Drainage Improvements Project to be awarded to TC Fuller Construction LLC. He answered questions from Council.

MOTION: By Councilmember Jacobson, second by Councilmember Townsend to approve the first reading of Bill 3622 by title only.

DISCUSSION: None

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

D. Depository Agreement

BILL 3625: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH THE COMMUNITY BANK OF RAYMORE TO PROVIDE THE CITY DEPOSITORY SERVICES FOR A THREE YEAR PERIOD.”

City Clerk Erica Hill conducted the first reading of Bill 3625 by title only.

Finance Director Elisa Williams provided a review of the staff report included in the Council packet. Staff prepared a Request for Proposal (RFP) to provide banking services to the City. The RFP was mailed directly to Cass County institutions that met the criteria of Missouri statutes for investment of public funds. The RFP was also publicly advertised on the City website and the City’s newspaper of record. Four institutions responded to the RFP. Staff completed an analysis of the proposals and recommended entering into the agreement with Community Bank of Raymore.

MOTION: By Councilmember Jacobson, second by Councilmember Townsend to approve the first reading of Bill 3625 by title only.

DISCUSSION: Councilmembers noted the involvement of the Community Bank of Raymore in the community and their continued support of the City.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Absent
	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 congratulated Chief Zimmerman on her upcoming appointment, urged citizens to enjoy the parks in Raymore, thanked Councilmember Jacobson for his service to the City, and congratulated the graduates from Raymore-Peculiar High School.

Councilmember Abdelgawad noted the upcoming ribbon cuttings for the splash park and the Raymore Historic Society's new museum location.

Councilmember Jacobson expressed his pleasure in serving with the Council.

13. Adjournment.

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

DISCUSSION: None

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

The regular meeting of the Raymore Council adjourned at 7:54 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 21-16

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE TB HANNA PLAYGROUND EQUIPMENT."

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

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

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

Section 1. The TB Hanna Playground Equipment is accepted.

Section 2. The final payment in the amount of \$4,841.51 is approved.

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

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

DULY READ AND PASSED THIS 14TH DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill , City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 21-17

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE TB HANNA SPRAYGROUND."

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

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

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

Section 1. The TB Hanna Sprayground is accepted.

Section 2. The final payment in the amount of \$36,308.02 is approved.

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

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

DULY READ AND PASSED THIS 14TH DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill , City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 21-18

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE WILLOWIND GRAVITY SEWER PROJECT."

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

WHEREAS, the Director of Public Works determined the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The Willowind Gravity Sewer Project is accepted.

Section 2. The final payment in the amount of \$1,986.38 is approved.

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

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

DULY READ AND PASSED THIS 14TH DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill , City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 21-19

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2020 CURB PROJECT."

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

WHEREAS, the Director of Public Works determined the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The 2020 Curb Project Project is accepted.

Section 2. The final payment in the amount of \$38,741.09 is approved.

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

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

DULY READ AND PASSED THIS 14TH DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill , City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 24, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3624: Easement Vacation - 1307 Granton Lane

STRATEGIC PLAN GOAL/STRATEGY

3.2.4: Provide quality, diverse housing options

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Plot Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Randy Bryant, representing property owner BryantRatliff Building Inc., is requesting to vacate 15-feet of a 25-foot utility easement in the rear yard of the property located at 1307 Granton Lane. The future homeowner desires to construct a retaining wall that will extend into the rear yard utility easement.

There are no existing utilities located within the easement. If approved, a 10-foot wide easement area will remain for any future utility installation.

BILL 3624

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF A UTILITY EASEMENT LOCATED ON LOT 196 IN EDGEWATER AT CREEKMOOR 6TH PLAT, A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, the City Council held a public hearing regarding the proposed easement vacation on May 24, 2021, after notice of said hearing was published in a newspaper of general circulation in the City at least 15 days prior to said hearing; and

WHEREAS, following all testimony and upon due consideration and deliberation, the City Council has determined that the proposed easement vacation is in the best interest of the City.

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

Section 1. The City Council vacates a portion of the utility easement on the following described property by reducing the easement along the west property line from twenty-five (25) feet in width down to ten (10) feet in width:

Lot 196 in Edgewater at Creekmoor 6th Plat

The common address of the property is 1307 Granton Lane

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

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

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

DULY READ THE FIRST TIME THIS 24TH DAY OF MAY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



GENERAL INFORMATION

To: City Council
From: City Staff
Date: May 24, 2021
Re: **Case #21012 1307 Granton Lane - Utility Easement Vacation**

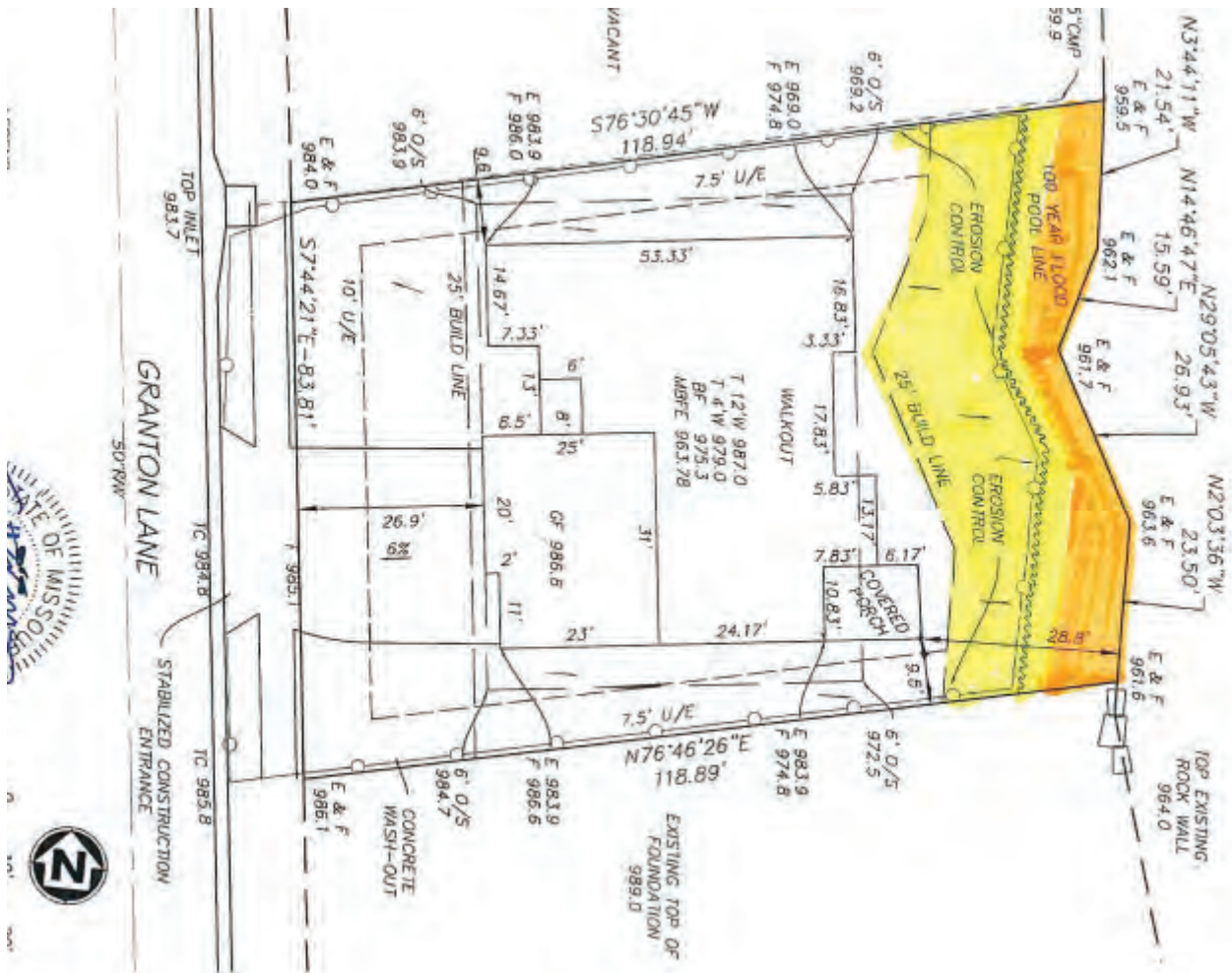
**Applicant/
Property Owner:** Randy Bryant
Bryant Ratliff Buildings, LLC
1801 SW Ward Rd
Lee's Summit, MO 64081

Property Location: 1307 Granton Lane



Requested Action: To vacate ten feet (15') of an existing twenty-five foot (25') utility easement in the rear yard of the property. The area proposed to be

vacated is hi-lited in yellow. Orange area is the ten-foot easement that will remain.



Existing Zoning: "PUD" Planned Unit Development

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

Major Street Plan: The Major Thoroughfare Plan Map contained in the Growth Management Plan classifies Granton lane as a Local Road.

Legal Description: Edgewater at Creekmoor 6th Plat Lot 186

Advertisement: May 6, 2021 **Journal** newspaper

Public Hearing: May 24, 2021 City Council

Items of Record: Exhibit 1. Notice of Publication
Exhibit 2. Unified Development Code
Exhibit 3. Application
Exhibit 4. Growth Management Plan
Exhibit 5. Staff Report
Exhibit 6. Plot Plan

Additional exhibits as presented during hearing

EASEMENT VACATION REQUIREMENTS

The following sections of the Unified Development Code are applicable to this application:

1. Section 470.170: Vacation of Streets, Easements or Plats
2. Section 470.170 (A) states:
“No vacation may take place unless the consent of the persons owning two-thirds of the property immediately adjoining thereto is obtained in writing.”
3. The Unified Development Code authorizes the Development Services Director to determine if it would be advisable to obtain the recommendation of the Planning and Zoning Commission concerning a vacation application prior to the required public hearing before the City Council.
4. The City Council may approve the application if it determines from the evidence that:
 - a. due and legal notice has been given by publication as required herein;
 - b. no private rights will be injured or endangered by the vacation;
 - c. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and
 - d. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The Edgewater at Creekmoor 6th Plat, which established the subject property, was recorded on April 5, 2018.
2. A building permit was issued on January 26, 2021. The home is currently under construction.

STAFF COMMENTS

1. All of the lots on the east side of Granton Lane have the twenty-five foot wide rear yard easement.
2. Evergy has electric utilities located in the front yard easement area.
3. The City water main is located across the street on the west side of Granton Lane in a front yard easement area.
4. The City sanitary sewer main and public storm drain are located in a front yard easement area.
5. Staff notified all utility companies that may have facilities in the easement.
6. The standard dimension for a utility easement in the rear yard is ten feet.
7. Similar requests for reduction of rear yard easements have been approved for 914 Creekmoor Drive, 1211 Dunvegan Lane, and 813 Bridgeshire Drive within the Creekmoor Subdivision.

STAFF PROPOSED FINDINGS OF FACT

Under Section 470.170 of the Unified Development Code, the City Council is directed concerning its actions in dealing with a request to vacate a portion of a utility easement. Under 470.170 (C) (3) the City Council may approve the application if it determines from the evidence that:

- 1. due and legal notice has been given by publication as required herein;**

Legal notice of the request was published in *The Journal* Newspaper on May 4, 2021.

- 2. no private rights will be injured or endangered by the vacation;**

The proposed vacation will not injure or endanger any private rights.

- 3. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and**

The proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City.

4. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.

The public will not suffer any loss or inconvenience by the reduction in the easement.

REVIEW OF INFORMATION AND SCHEDULE

Action
Public Hearing

City Council 1st
May 24, 2021

City Council 2nd
June 14, 2021

STAFF RECOMMENDATION

Staff recommends that the City Council approve Case #21012 - 1307 Granton Lane Utility Easement Vacation.

PLOT PLAN

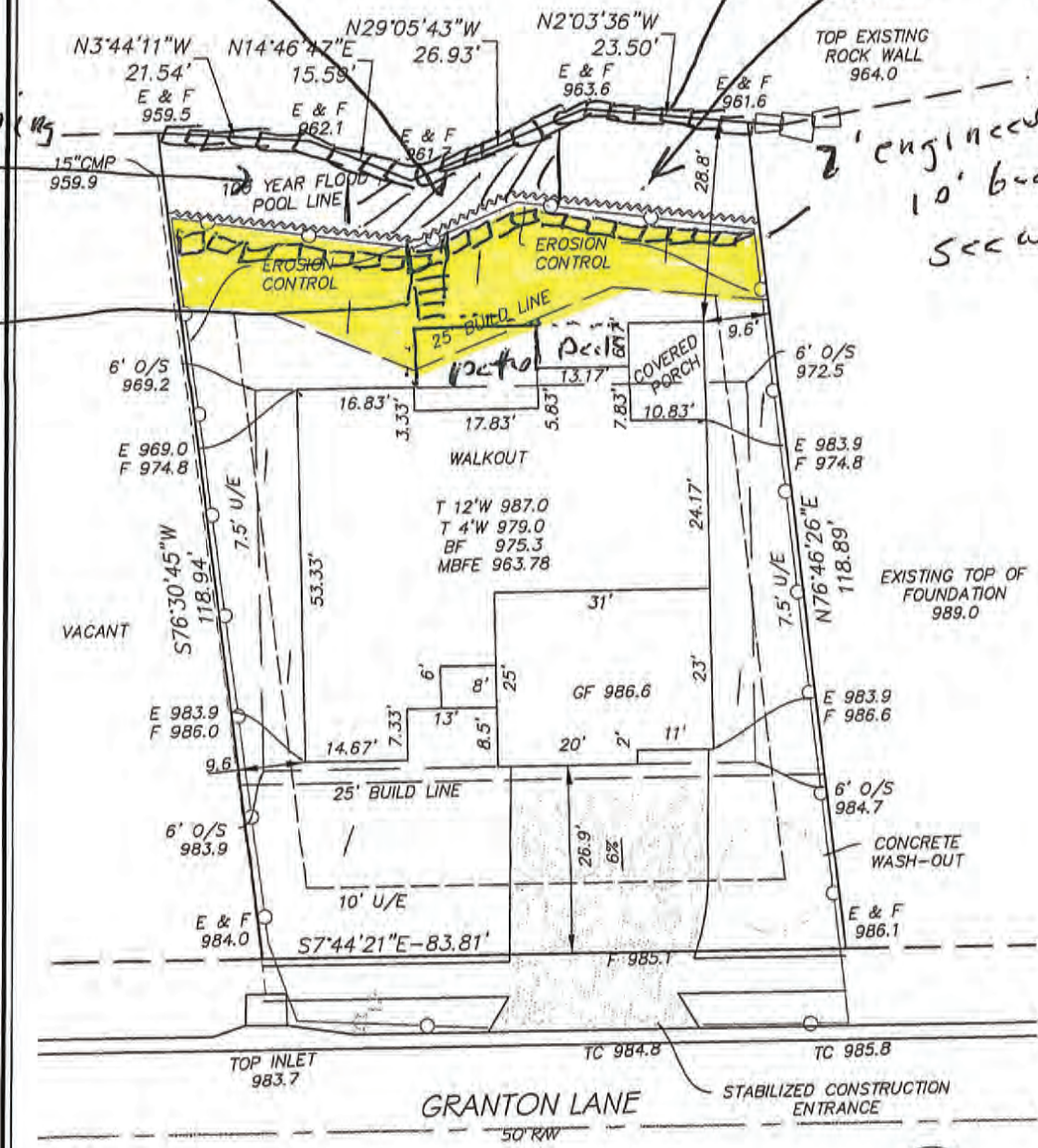
LOT 196, EDGEWATER AT CREEKMOOR-SIXTH PLAT

concrete patio 1307 GRANTON LANE
 45' x 8'

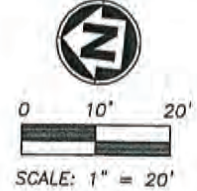
stone seawall
 Landscaping

Landscaping
 Steps

2' engineered wall
 10' back from
 seawall



LEGEND
 ——— = INSTALL SILT FENCE



THIS PLOT PLAN DOES NOT CONSTITUTE OR REPRESENT A BOUNDARY SURVEY. THIS PLOT PLAN WAS PREPARED FOR BUILDING PERMIT APPLICATION. CONTRACTOR TO CHECK AND VERIFY BUILDING DIMENSIONS, ELEVATIONS, AND PLACEMENT PRIOR TO EXCAVATION. NOT RESPONSIBLE FOR UNPLATTED EASEMENTS.
 NO TITLE WORK PROVIDED

LOT AREA = 11017 SQ FT
 HOUSE FOOTPRINT = 2963
 LOT COVERAGE = 27%

BRYANT RATLIFF BUILDING
 LOT 196, EDGEWATER AT CREEKMOOR-SIXTH PLAT, A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI

CHRISMAN
 LAND SURVEYORS

1708 VOGT ROAD
 RAYMORE, MO 64083
 816.365.3187

DATE: 12-18-2020
 SCALE: 1"=20'
 PROJECT: 20-073



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 24, 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 3623: Oak Ridge Farms 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 18, 2021
Action/Vote: Approved 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

ME

BACKGROUND / JUSTIFICATION

Sean Seibert, representing Midwest Trading & Acquisitions, LLC, filed a request for final plat approval for Oak Ridge Farms, a 57-lot single- and two-family development proposed along Pine Street, north of the Ramblewood Subdivision. This final plat is an expansion of the existing Oak Ridge Farms Subdivision.

BILL 3623

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE OAK RIDGE FARMS FINAL PLAT, LOCATED IN SECTION 15, 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 Oak Ridge Farms is approved for the tract of land described below:

A tract of land being part of the Northwest Quarter of Section 15, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said Northwest Quarter; Thence South 02°12'02" West, along the East line of said Northwest Quarter, 476.21 feet to the Point of Beginning; Thence South 02°12'02" West, continuing along said East line, 853.46 feet to the Southeast corner of the Northeast Quarter of said Northwest Quarter, said point also being the Northeast corner of, FALCON CREST, a subdivision in said Raymore, Cass County, Missouri; Thence North 88°03'55" West, along the North line of said FALCON CREST and its prolongations thereof, 527.76 feet to the Northeast corner of RAMBLEWOOD AT JETER FARM, a subdivision in said Raymore, Cass County, Missouri; Thence North 88°09'22" West, along the north line of said RAMBLEWOOD AT JETER FARM, 535.84 feet to the Southeast corner of HERITAGE HILLS LOT 158 THRU 175, a subdivision in said Raymore, Cass County, Missouri; Thence North 01°54'30" East, along the East line of said HERITAGE HILLS, 418.91 feet to the Southeast corner of HERITAGE HILLS LOTS 136 THRU 157, a subdivision in Raymore, Cass County, Missouri; Thence North 00°28'36" East, along said east line of HERITAGE HILLS, 490.59 feet to the Northeast corner of Lot 147, said HERITAGE HILLS; Thence North 14°10'25" East, continuing along said East line, 175.20 feet to the Northeast corner of said HERITAGE HILLS, said point also being on the South line of, HERITAGE HILLS LOTS 193 THRU 228, a subdivision in said Raymore, Cass County, Missouri; Thence South 75°49'35" East, along said South line and the South line of, CUMBERLAND HILLS SOUTH SECOND PLAT, a subdivision in said Raymore, Cass County, Missouri, 1067.35 feet to the Point of Beginning. Contains 1,035,371 square feet or 23.769 acres.

Section 3. The Development Agreement between the City of Raymore, Missouri and Midwest Trading & Acquisitions, 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 24TH DAY OF MAY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JUNE 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
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 24, 2021
Re: Case #21009: Oak Ridge Farms - Final Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** Midwest Trading & Acquisitions, LLC
% Sean Seibert
3303 Main Street
Grandview, MO 64030

Property Location: Generally the property East of Washington St, South of Foxwood Dr and North of Jenny Lane.



Existing Zoning: PUD Planned Unit Development District

Existing Surrounding Zoning: North: R-1 - Single Family Residential District
South: PUD; M-1; R-3A - Planned Unit Development

District; Light-Industrial District; Multiple-Family Residential District
East: A - Agricultural District
West: R-2 - Single and Two-Family District

Existing Surrounding Uses: **North:** Single Family
South: Single Family; Multi-Family; Storage Units
East: Undeveloped
West: Two-Family Units

Total Tract Size: 23.769 acres

Total Number of Lots: 57 Lots and 4 Tracts

Density – units per Acre: 2.16

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

Major Street Plan: The Major Thoroughfare Plan Map classifies Pine Street and Franklin Street, south of Pine Street, as collector 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 *Oak Ridge Farms, Final Plat - Lots 1-57 and Tracts A, B, C, & D*

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 2020. The rezoning to PUD included approval of the preliminary plan and a signed Memorandum of Understanding (MOU).
2. The required parkland dedication is being met through a public trail around the detention pond along with benches throughout the trail.
3. A landscape buffer located within the Common Area of Tract C, south of lot 38, is required as part of the Memorandum of Understanding.

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, established by the Oak Ridge Farms rezoning and MOU, recorded on October 14, 2020, are as follows:

PUD	
Minimum Lot Area	
per lot	6,480
per dwelling unit	-
Minimum Lot Width (feet)	48 ft
Minimum Lot Depth (feet)	105 ft
Yards, Minimum (feet)	
front	30
rear	30
side	6.25
side, corner lot	25
Minimum Building Separation	5
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	45

2. The duplex style homes allow for an extension of the previous Oak Ridge Farms with the addition of single family homes as another option for renters within the Raymore community.
3. Yard trees shall be provided at a rate of one tree per dwelling unit. Corner lots will provide one tree for each front yard.

4. The eight-foot trail around the stormwater pond in Tract C is required to be completed prior to the issuance of any Certificates of Occupancy in the subdivision phase.
5. The terms of the recorded Memorandum of Understanding remain in effect.
6. The developer intends to continue the same architectural style of the buildings that exists in the two-family dwelling units constructed in the first two phases of Oak Ridge Farms.
7. The subdivision plat contains right-of-way for the future construction of a cul-de-sac at the northern terminus of Crest Drive in the Falcon Crest Subdivision. The City will be responsible for the construction of the cul-de-sac.
8. The subdivision plat provides street connections to the Ramblewood Subdivision (Franklin Street) to the south and to the Cumberland Hills Subdivision to the north (Crest Drive).

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

The 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 18, 2021	May 24, 2021	June 14, 2021

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #21009: Oak Ridge Farms - Final Plat to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its May 18, 2021 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #21009: Oak Ridge Farms - Final Plat to the City Council with a recommendation of approval.



Development Agreement

For

Oak Ridge Farms Final Plat

Lots 1 thru 57

and Tracts A, B, C & D

Legal Description Contained on Page 2

Between Midwest Trading & Acquisitions, LLC,

Grantor and

City of Raymore, Grantee

100 Municipal Circle

Raymore, MO 64083

June 14, 2021

DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE THIS 14th day of June, 2021 by and between, **Midwest Trading & Acquisitions, 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 **Oak Ridge Farms Lots 1 through 57 and Tracts A, B, C & D** 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: **Oak Ridge Farms Lots 1 through 57 and Tracts A, B, C & D**

A tract of land being part of the Northwest Quarter of Section 15, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said Northwest Quarter; Thence South 02°12'02" West, along the East line of said Northwest Quarter, 476.21 feet to the Point of Beginning; Thence South 02°12'02" West, continuing along said East line, 853.46 feet to the Southeast corner of the Northeast Quarter of said Northwest Quarter, said point also being the Northeast corner of, FALCON CREST, a subdivision in said Raymore, Cass County, Missouri,; Thence North 88°03'55" West, along the North line of said FALCON CREST and its prolongations thereof, 527.76 feet to the Northeast corner of RAMBLEWOOD AT JETER FARM, a subdivision in said Raymore, Cass County, Missouri; Thence North 88°09'22" West, along the north line of said RAMBLEWOOD AT JETER FARM, 535.84 feet to the Southeast corner of HERITAGE HILLS LOT 158 THRU 175, a subdivision in said Raymore, Cass County, Missouri; Thence North 01°54'30" East, along the East line of said HERITAGE HILLS, 418.91 feet to the Southeast corner of HERITAGE HILLS LOTS 136 THRU 157, a subdivision in Raymore, Cass County, Missouri; Thence North 00°28'36" East, along said east line of HERITAGE HILLS, 490.59 feet to the Northeast corner of Lot 147, said HERITAGE HILLS; Thence North 14°10'25" East, continuing along said East line, 175.20 feet to the Northeast corner of said HERITAGE HILLS, said point also being on the South line of, HERITAGE HILLS LOTS 193 THRU 228, a subdivision in said Raymore, Cass County, Missouri; Thence South 75°49'35" East, along said South line and the South line of, CUMBERLAND HILLS SOUTH SECOND PLAT, a subdivision in said Raymore, Cass County, Missouri, 1067.35 feet to the Point of Beginning. Contains 1,035,371 square feet or 23.769 acres.

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 Subdivider 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 Subdivider's expense by the Subdivider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Subdivider 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 Subdivider 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 Subdivider's responsibility to assure compliance with grading plans.
5. The Subdivider 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 Subdivider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Subdivider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits, the Subdivider 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 Subdivider 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 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.

6. 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.

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.

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.

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. The Sub-divider agrees to install a landscape buffer within Common Area Tract C, located south of Lot 38 and southwest of the stormwater detention pond, prior to the issuance of a Certificate of Occupancy for a home on Lot 38.
3. The Sub-divider shall install an eight-foot wide sidewalk across all lots on the south side of Pine Street.
4. A five-foot wide sidewalk shall be installed across Tract A prior to the issuance of a Certificate of Occupancy for a home on Lot 37.
5. A five-foot wide sidewalk shall be installed across Tract B prior to the issuance of a Certificate of Occupancy for a home on Lot 54.
6. The Sub-divider shall install an eight-foot trail around the stormwater pond in Tract C, including connections of the trail to the sidewalks along Franklin Street and Pine Street, prior to the issuance of any Certificates of Occupancy. The trail shall be maintained by the Property Owner's Association.
7. The stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
8. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

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 Oak Ridge Farms Subdivision, executed by both parties and approved by City Council on September 28, 2020 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

Sean Seibert.
33030 Main Street.
Grandview, MO 64303

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 final plat for **Oak Ridge Farms Lots 1 through 57 and Tracts A, B, C & D**; 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 **Oak Ridge Farms Lots 1 through 57 and Tracts A, B, C & D**.

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

SEAN SIEBERT

Printed Name

Sub-divider – Signature

Printed Name

Subscribed and sworn to me on this
the 11 day of MAY 2021
in the County of JACKSON,
State of MO.

Stamp:

Notary Public: Penelope S. Smith My Commission Expires: 3-18-22

PENELOPE S. SMITH
My Commission Expires
March 18, 2022
Cass County
Commission #14438032



Attachment A

FEE CALCULATION FOR OAK RIDGE FARMS

Total Cost for 'New' Public Improvements: \$353,100

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>	\$PAID
	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>	\$PAID
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>	\$3,531.00
4	Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] 01-00-4165-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$17,686.00
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre (23.769 acres) [Schedule of Fees and Charges] 01-00-4185-0000	\$213.92

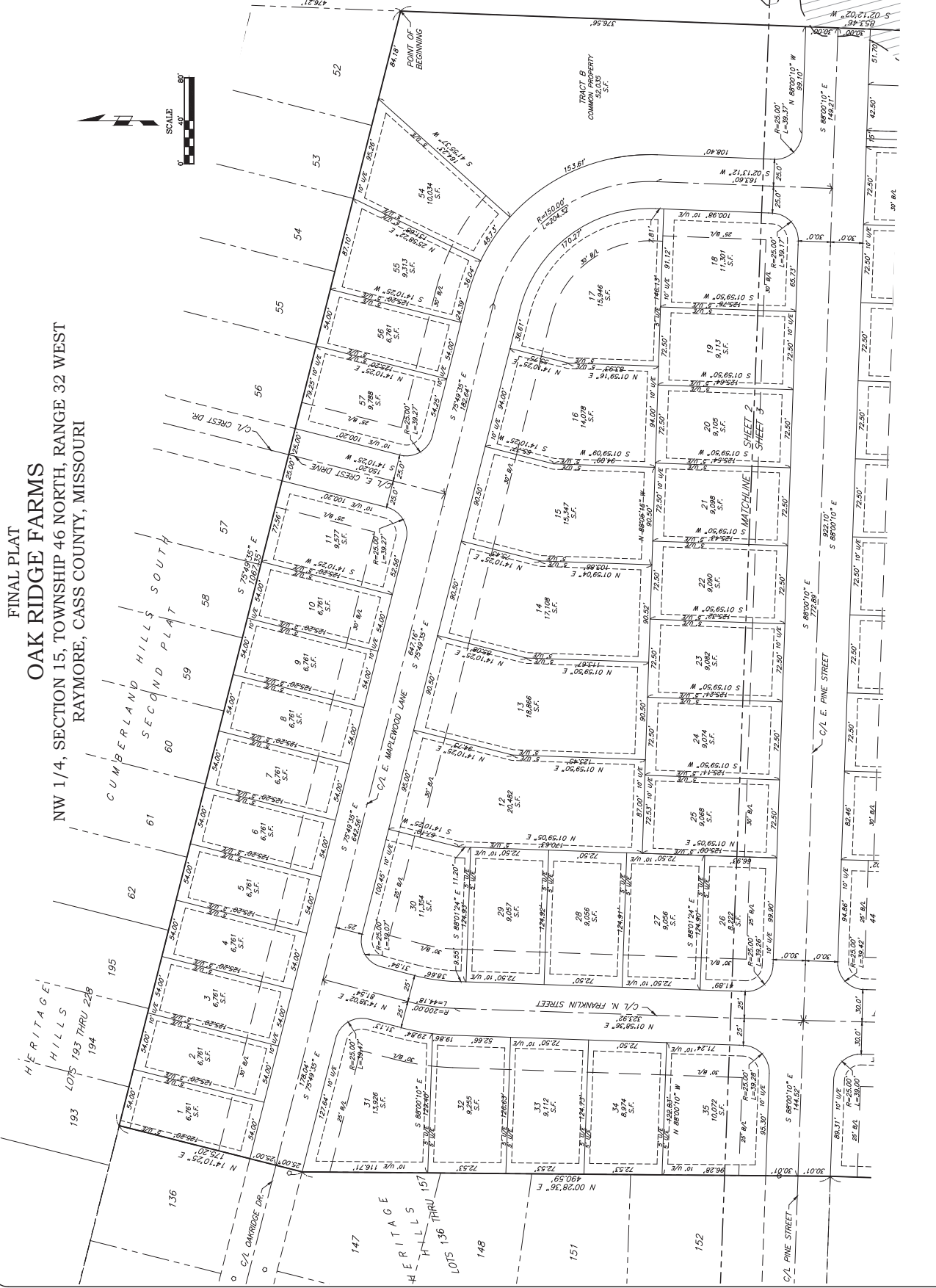
TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT.....\$213.92
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT..... \$PAID
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS..... \$PAID

1	INITIAL SUBMITTAL
2	REVISED PER COMMENTS
3	REVISED PER COMMENTS
4-12-21	
5-13-21	

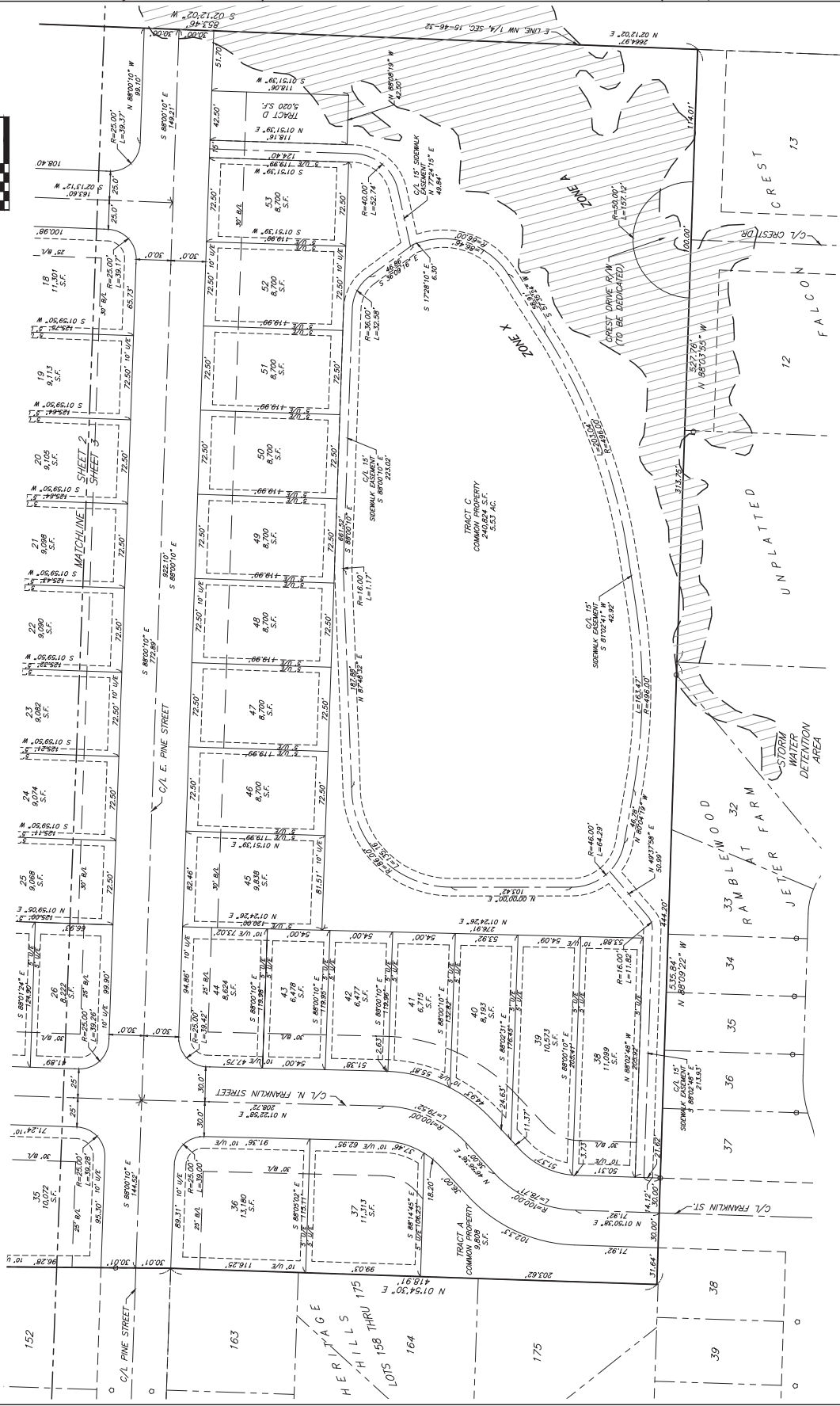
Location: S:\20_401 - Oak Ridge Farms\FINAL PLAT\Final Plat-5-13-21.dwg



CERTIFICATION:
I hereby certify that this drawing is based on actual field survey made by me or under my direct supervision on the 23rd day of February, 2020 and that said survey meets or exceeds the current Missouri Standards for Property Boundary Surveys as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors, and the Missouri Department of Natural Resources, Division of Geology and Land Survey.



FINAL PLAT
OAK RIDGE FARMS
 NW 1/4, SECTION 15, TOWNSHIP 46 NORTH, RANGE 32 WEST
 RAYMORE, CASS COUNTY, MISSOURI



CERTIFICATION:

I hereby certify that this drawing is based on actual field survey made by me or under my direct supervision on the 23rd day of February, 2020 and that said survey meets or exceeds the current Missouri Standards for Property Boundary Surveys as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors, and the Missouri Department of Natural Resources, Division of Geology and Land Survey.



J & J SURVEY L.P.C.

6000 NW TOWER DR., SUITE 102 • PLYMOUTH, MO 64151
 PHONE 816.271.1017 • FAX 816.271.1018

1	INITIAL SUBMITTAL	11-24-20
2	REVISED PER COMMENTS	4-12-21
3	REVISED PER COMMENTS	5-13-21
4	REVISED PER COMMENTS	5-13-21

Location: S:\20\401 - Oak Ridge Farms\T\NAL PLAT\Final Plat-5-13-21.dwg



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 24, 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 3622 - Silver Lake Drainage Improvements

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:	TC Fuller Construction LLC
Amount of Request/Contract:	\$99,375
Amount Budgeted:	\$145,000
Funding Source/Account#:	Fund 46 Stormwater Sales Tax

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
Bid Withdrawl Letter

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project involves the installation of a drain tile along the east side of Silverlake Drive from Approximately 1003 Silver Lake Drive to Johnston Drive along with connection points for sump pumps.

The City received the following bids on April 22, 2021:

J Richardson Construction	\$ 71,146.96*
TC Fuller Construction LLC	\$ 99,375.00
Tasco LLC	\$126,265.00
Terry Snelling Construction	\$143,991.00
Primetime Contracting Corp	\$149,780.00
Pyramid Excavation & Construction	\$150,795.00
J&N Utilities	\$168,135.00
Breit Construction LLC	\$168,748.00
Redford Construction	\$169,170.00
Blue Moon Hauling	\$174,089.00

*J Richardson Construction Company withdrew its bid.

Staff recommends the contract for the Silver Lake Drainage Improvements Project to be awarded to TC Fuller Construction LLC.

[Type here]

22025 W 183rd ST
Olathe, KS 66062
913-208-2320



To whom it concerns,

J. Richardson Construction, due to a clerical error, would like to formally withdrawal their bid for the Silverlake Drainage Project. Thank you for your time and we hope to work together in the future.

Best Regards,

Tristen Richardson, President

BILL 3622

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TC FULLER CONSTRUCTION LLC FOR THE SILVERLAKE DRAINAGE IMPROVEMENTS PROJECT, CITY PROJECT NUMBER 21-377-201, IN THE AMOUNT OF \$99,375 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Silverlake Drainage Improvements Project was included in the FY2021 Capital Budget; and

WHEREAS, bids for this project were received on April 22, 2021; and

WHEREAS, TC Fuller Construction LLC 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 \$99,375 with TC Fuller Construction LLC for the Silverlake Drainage Improvements 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 24TH DAY OF MAY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Silver Lake Drainage Improvements

This Contract for the Silver Lake Drainage Improvements, hereafter referred to as the **Contract** is made this 14th day of June, 2021, between TC Fuller Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 35705 East State Route B, Garden City, Missouri 64747, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of June 14, 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 21-377-201 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 **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$99,375.

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)

TC FULLER CONSTRUCTION LLC

By: Charles Fuller  _____

Title: Co Owner _____

Attest:  _____

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

Silver Lake Drainage Improvements

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:

Install 1300 feet of 12 inch underdrain along the back of curb, remove and replace driveway approaches, and tie into existing storm inlet.

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 **60** calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

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

B. 12 Inch HDPE Perforated Pipe: Pipe shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all equipment, labor and materials for placing 12 inch "socked" slotted or perforated pipe. Filter fabric and rock in trench is subsidiary to this item. **ADS AdvanEdge Pipe** or approved equal. Approved equal shall be of sufficient thickness and strength to prevent crushing under typical residential driveway loading.

- C. **6 Inch Underdrain:** 6 Inch Underdrain Pipe shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all equipment, labor and materials for pipe installation connecting to 12" HDPE (including tee, elbow and end cap with 6' area drain)
- D. **Cleanouts:** Cleanouts shall be paid for at the unit bid price per each. The unit cost for this item shall include all equipment, labor and materials to install the 8 inch nyloplast cleanout to the new 12"line. Locations to be determined in the field.
- E. **Sump Pump Service Tees:** Service tees shall be measured and paid for at the unit cost per each. The unit cost for this item shall include all equipment, labor and materials to install 4" diameter PVC pipe (capped) from the new 12 inch main line to the ROW. ROW is approximately 10 feet from the main line.
- F. **ADA Ramp:** The unit price named in the bid shall be for each unit removed and replaced. An ADA ramp is defined as (landing, ramp, transition, grading, detectable warning pad, and curbreplacement related to the new ramp. The unit price named in the bid shall cover all costs in connection therewith, including cutting, subgrade stabilization and adjustment in elevations, disposal of material, doweling into existing sidewalk, placement of new ADA ramp,
- G. **Curb Replacement:** Curb Replacement shall be paid for at the unit bid price per linear foot. The unit cost for this item shall include all materials, equipment and labor required for the removal, disposal of and installation of new curb. Concrete shall be KCMMB 4K mix, doveled into existing and reinforced with three #4 rebar.
- H. **Sidewalk Replacement:** Sidewalk Replacement shall be paid for at the unit bid price per square foot. The unit bid price shall include all materials, equipment and labor required for the removal and disposal of existing, and the installation of new sidewalk. Concrete shall be KCMMB 4K mix and shall be doveled into the existing sidewalk.
- I. **Driveway Replacement:** Driveway Replacement shall be paid for at the unit bid price per square yard. The unit cost for this item shall include all materials, equipment and labor required for removal and replacement to the ROW or first joint. The new driveway shall be KCMMB 4K mix, 6 inches thick and doveled into the existing driveway.
- J. **Concrete Street Crossing:** Concrete Crossing shall be paid for at the unit price per square yard. 8 inch thick concrete shall be placed in lieu of replacing asphalt in street crossing. Concrete limits shall extend one foot over undisturbed subgrade (see detail). Street cutting and asphalt removal is subsidiary to this item.

- K. Mailbox Relocation:** Mailbox Relocation shall be paid for at the unit bid price per each. The unit cost for this item shall include all equipment, labor and materials to temporarily relocate and replace two banks of 5 mailboxes (if necessary) during construction. The mailbox banks are on two wooden posts and may be placed on skids near their location.
- L. Restoration:** Hydroseed shall be paid for at the unit bid price per square yard. The unit cost for this item shall include all materials, labor and equipment to hydroseed all disturbed areas. The unit cost shall include irrigating for six weeks as necessary to ensure establishment. Alternative measures of restoration may be considered.
- M. Traffic Control:** Traffic Control shall be considered subsidiary to the 12" HDPE and 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.
- N. Erosion Control:** Erosion control shall be considered subsidiary to the 12" HDPE and shall include all materials, labor and equipment required to prevent soil from leaving the site.

7. ADDITIONAL INFORMATION

- 7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 21-377-201

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 June, 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.

Z. Affidavit of Work Authorization and Documentation

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

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

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

PROPOSAL FORM A
RFP 21-377-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: TC FULLER CONSTRUCTION LLC

ADDRESS: 35705 EAST STATE ROUTE B
Street

ADDRESS: GARDEN CITY MISSOURI 64747
City State Zip

PHONE: 816-564-6519

E-MAIL: charlie@tcfullerconstruction.com

DATE: 4-19-2021  CO OWNER
(Month-Day-Year) Signature of Officer/Title

DATE: _____
(Month-Day-Year) Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 21-377-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C
RFP 21-377-201

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	Republic Foods
ADDRESS	1921 NW 50th Rd hwy Lone Jack MO 64070
CONTACT PERSON	Cody Gallenbeck
CONTACT EMAIL	cgallenbeck@republic-foods.com
TELEPHONE NUMBER	361-772-0030
PROJECT, AMOUNT AND DATE COMPLETED	2600 ft 6" waterline %58000.00 9-07-2020

COMPANY NAME	Operation BBQ Relief
ADDRESS	22720 Joe Holt Parkway Peculiar MO 64078
CONTACT PERSON	Shane Petzold
CONTACT EMAIL	shane@cdikc.com
TELEPHONE NUMBER	816-721-7814
PROJECT, AMOUNT AND DATE COMPLETED	Grading and concrete paving \$19,670.00

COMPANY NAME	Kissick Family Trust
ADDRESS	4420 Madison Ave. Suite 200 Kansas City MO 64111
CONTACT PERSON	David Kissick
CONTACT EMAIL	dkissick@kissickco.com
TELEPHONE NUMBER	913-909-2811
PROJECT, AMOUNT AND DATE COMPLETED	Metal Fence \$45,000 04-05-2020

COMPANY NAME	Vaughan Mechanical
ADDRESS	501 East 27th st Kansas City MO
CONTACT PERSON	Tommy Vaughan
CONTACT EMAIL	tommy@vm-inc.com
TELEPHONE NUMBER	816-215-8740
PROJECT, AMOUNT AND DATE COMPLETED	Storm pipe an sidewalks \$42,000.00 12-15-2020

COMPANY NAME	Republic Foods
ADDRESS	1921 NW 50th RD Hwy Lone Jack MO 64070
CONTACT PERSON	Cody Gallenbeck
CONTACT EMAIL	cgallenbeck@republic-foods.com
TELEPHONE NUMBER	361-772-0030
PROJECT, AMOUNT AND DATE COMPLETED	Structural Concrete \$24,00.00

State the number of Years in Business: 1 1/2 Years

State the current number of personnel on staff: 6

PROPOSAL FORM D
RFP 21-377-201

Proposal of TC FULLER CONSTRUCTION LLC, organized and
(Company Name)
existing under the laws of the State of MISSOURI, doing business
as PARTNERSHIP (*)

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. 21-377-201 – Silverlake Drainage Improvements.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 21-377-201

Silverlake Drainage Improvements

Base Bid

Bid Item	Units	Estimated Quantities	Unit Price	Total Est. Price
Mobilization, Bonds, Ins	EA	1	\$3150.00	\$3150.00
12" HDPE (Perforated)	LF	1300	\$23.00	\$29900.00
6' Underdrain	LF	120	\$25.00	\$3000.00
Curb	LF	60	\$35.00	\$2100.00
Sidewalk	SF	60	\$34.00	\$2040.00
Cleanouts	EA	4	\$763.00	\$3052.00
Coring-Inlet	EA	1	\$1203.00	\$1203.00
Sump Service Tees	EA	11	\$271.00	\$2981.00
ADA Ramp	EA	1	\$1815.00	\$1815.00
Driveways	SY	450	\$83.00	\$37350.00
Concrete Street Crossing-Lancaster	CY	18	\$288.00	\$5184.00
Mailbox Relocation	EA	2	\$670.00	\$1340.00
Restoration	LS	1	\$6260.00	\$6260.00
TOTAL BASE BID				\$99375.00

Total Base Bid for Project Number: 21-377-201

\$ 99375.00


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

(\$ Ninety-Nine Thousand Three Hundred Seventy Five Dollars Zero Cent)

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

**BID PROPOSAL FORM E – RFP 21-377-201
CONTINUED**

Company Name TC FULLER CONSTRUCTION LLC

By 
Authorized Person's Signature

CHARLES FULLER CO OWNER
Print or type name and title of signer

Company Address 35705 E STATE ROUTE B
GARDEN CITY MO 64747

Phone 816-564-6519

Fax _____

Email charlie@tcfullerconstruction.com

Date 04-19-2021

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

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

Name/Contractor: CHARLES FULLER

Company: TC FULLER CONSTRUCTION LLC

Address: 35705 EAST STATE ROUTE B GARDEN CITY MO 64747

- 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 # 21-377-201.
- 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.

TC FULLER CONSTRUCTION LLC

Company Name



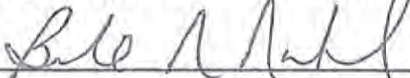
Signature

Name: CHARLES FULLER

Title: CO OWNER

STATE OF MO COUNTY OF Jackson

Subscribed and sworn to before me this 20 day of April, 2021.

Notary Public: 

My Commission Expires: 3-9-23 Commission # _____

BRENDA R. RICHMOND Notary Public-Notary Seal STATE OF MISSOURI Commissioned for Bates County My Commission Expires: March 9, 2023 ID. #15469530
--

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

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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 24, 2021

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

<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 3625: Award of Depository Agreement

STRATEGIC PLAN GOAL/STRATEGY

4.3: Ensure Fiscal Discipline and Good Stewardship of Public Resources

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Award of Contract to Community Bank of Raymore

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Depository Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Staff prepared a Request for Proposal (RFP) to provide banking services to the City. The RFP was mailed directly to Cass County institutions that met the criteria of Missouri statutes for investment of public funds. The RFP was also publicly advertised on the City website and the City's newspaper of record.

Four institutions responded to the RFP. Staff completed an analysis of the proposals. All responding institutions were evaluated to determine:

- * if all requested services could be provided
- * if they were providing them with any qualifiers
- * what costs are associated with providing the services
- * what costs were within the proposal package overall

Summary data: represented in the average monthly data provided in the RFP

Bidder:	Mnthly Interest Earnings:	Mnthly Chgs:	Net Earning:
Community Bank of Raymore	\$1,818.55	\$ 0	\$1,818.55
United Missouri Bank	\$754.39	\$1,671.43	\$(917.04)
Commerce Bank	\$0.00	\$2,563.05	\$(2,563.05)
Hawthorn Bank	\$2,001.31	\$2,085.07	\$(83.76)

BILL 3625

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH THE COMMUNITY BANK OF RAYMORE TO PROVIDE THE CITY DEPOSITORY SERVICES FOR A THREE YEAR PERIOD."

WHEREAS, The Community Bank of Raymore has agreed to continue to provide depository services to the City for the next three year period; and

WHEREAS, City staff, following review of proposals received, has recommended to the Council acceptance of the proposal received from the Community Bank of Raymore.

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

Section 1. The City Manager is hereby directed and authorized to enter into a Depository Services agreement and Banking Resolution with The Community Bank of Raymore to provide depository services to the City for the next three year period.

Section 2. The City Manager and City Clerk are hereby authorized to execute the agreements attached as Exhibit A for and on the behalf of the City of Raymore.

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

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

DULY READ THE FIRST TIME THIS 24TH DAY OF MAY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JUNE, 2021 BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Pledge and Custodial Agreement

CITY OF RAYMORE (hereinafter referred to as "Public Entity") has selected COMMUNITY BANK OF RAYMORE (hereinafter referred to as "Depository Bank") as a depository for certain of its funds, and Depository Bank has agreed to act as the depository for those funds in accordance with applicable laws and/or governing statutes (hereinafter referred to as "Governing Statutes"), which require that Depository Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation (hereinafter referred to as "FDIC"), by pledging securities (hereinafter referred to as "Eligible Securities") of any type permissible by the Governing Statutes. Raymond James & Associates, Inc. (hereinafter referred to as "Custodian") has agreed to hold the Eligible Securities in safekeeping pursuant to the terms, conditions and covenants of this Pledge and Custodial Agreement (hereinafter referred to as "Agreement").

IN WITNESS WHEREOF, the parties hereto hereby agree to be bound by the terms, conditions and covenants as more fully set forth below:

I. GRANT OF SECURITY INTEREST; INSTRUCTIONS REGARDING ELIGIBLE SECURITIES.

Depository Bank will select Eligible Securities suitable for pledging to secure public deposits and will send a written, facsimile, or electronic communication to the Custodian designating and identifying the Eligible Securities to be pledged. Upon receipt of such communication, Custodian will issue and deliver to the Depository Bank a pledge notification which identifies the Eligible Securities pledged to the designated Public Entity.

Depository Bank hereby grants to Public Entity a security interest in all Eligible Securities delivered to or held by Custodian and reflected on Custodian's records as being pledged to the Public Entity. Custodian agrees to hold all Eligible Securities deposited with it, and to serve pursuant to the terms, conditions and covenants of this Agreement, and to hold any and all Eligible Securities in custody until such time that adequate substitutions, withdrawals and releases have been executed. In no event shall Custodian be responsible for determining if the pledged securities are "Eligible Securities".

II. SUBSTITUTION OR RELEASE OF SECURITIES.

Depository Bank and Public Entity agree that as long as Custodian has not received written notice from Public Entity stating that Depository Bank is in default of its obligations to pay to Public Entity its deposits when due, Depository Bank shall have the right to substitute Eligible Securities of at least equal market value then held by Custodian for Depository Bank or delivered to Custodian for the purpose of pledging.

If the aggregate market value of the Eligible Securities held by Custodian at any time exceeds the public funds deposited, Depository Bank may release any/all excess Eligible Securities by providing Custodian with a release notice signed by an authorized representative of Depository Bank. Custodian shall be entitled to rely on such withdrawal notice, and Depository Bank and Public Entity agree to hold Custodian harmless from any actions taken pursuant to, and consistent with, the instructions given in any withdrawal notice.

Public Entity and Depository bank agree that Custodian shall have no obligation with respect to any proposed substitution of Eligible Securities other than to act upon the instructions provided.

III. DEPOSITORY BANK'S OBLIGATIONS

Depository Bank will give Custodian clear instructions for substitution, withdrawal or release of Eligible Securities to include:

1. Identifying Depository Bank Information;
2. Original Face (Par Value);
3. Cusip Numbers;
4. Public Entity Name;
5. Maturity Date/Call Date, including, enough specific information to execute the pledge, substitution, or release.

Depository Bank represents and warrants to Public Entity that the pledge, lien and security interest granted herein was approved by Depository Bank's board of directors or loan committee, that such approval is reflected in the minutes thereof, and that a copy of this Pledge and Custodial Agreement shall be maintained as an official record of the Depository Bank.

IV. PUBLIC ENTITY.

Public Entity agrees that Custodian is acting hereunder on Public Entity's behalf and at Public Entity's risk. Public Entity is responsible for monitoring the Depository Bank's pledges, withdrawals and substitution activities to insure that the market value of any Eligible Securities is equal to or exceeds Public Entity's funds on deposit with Depository Bank.

V. CUSTODIAN'S OBLIGATIONS

Custodian agrees to act as custodian under the terms, conditions and covenants of this Agreement in holding and transferring the Eligible Securities held by it, by exercising the same care as it would in protecting and disposing of its own securities, but assuming no responsibility other than for the safekeeping and disposition of the securities and proceeds as provided, herein.

Custodian is expressly authorized by Depository Bank and Public Entity to utilize FRBs, Depository Trust Company, third party custodians or depositories, financial intermediaries and agents to hold, directly or through the use of other third party depositories or agents, any Eligible Securities. Depository Bank and Public Entity expressly release Custodian from any liability or claims that Custodian may incur or that may be asserted against Custodian, other than for Custodian's willful or intentional failure to comply with the undertakings hereunder to safe keep and dispose of the Eligible Securities as provided herein. Depository Bank and Public Entity shall each indemnify and hold Custodian harmless from any liabilities, claims losses or expenses (including attorneys' fees) that may be incurred or asserted against Custodian arising from any action or inaction taken in good faith by Custodian with respect to any Eligible Securities.

Custodian is hereby authorized to rely and act upon any written, facsimile or electronic instruction, notification, notice or document which purports to be signed by a representative of Depository Bank or of Public Entity (as applicable) without any duty to investigate or confirm the identity or authority of individuals giving or signing such instruction, notification, notice or document. Custodian is expressly authorized to rely upon any facsimile copy of any written document as if an original executed copy thereof had been received by Custodian from the party purporting to have executed the original.

Custodian shall be entitled to receive reasonable compensation from the Depository Bank for its services. Custodian shall have the right to terminate this Agreement upon thirty (30) days written notice to Public Entity and Depository Bank. In the event of any such termination by Custodian, Depository Bank and Public Entity agree to promptly appoint (but in no event later than the expiration of the 30-day period) a successor custodian and to deliver to Custodian instructions relating to all of Eligible Securities then held by Custodian and instructions for the delivery and transfer of such Eligible Securities to the successor custodian. If within such 30-day period, Custodian is not notified in writing by Depository Bank and Public Entity that a successor custodian has been established and that Custodian is authorized and directed to transfer all Eligible Securities held by it to such successor custodian, Custodian may thereafter, in its sole discretion, continue to hold the Eligible Securities or may deliver or transfer the Eligible Securities to Public Entity (or an entity or account designated by Public Entity). Unless terminated by Custodian, this Agreement shall remain in effect until such time as Depository Bank and Public Entity have delivered to Custodian written notice signed by each declaring that the Agreement has been terminated and is no longer effective; upon receipt of same, Custodian is thereafter authorized to deliver or transfer the Eligible Securities in accordance with any directions or instructions given solely by Depository Bank.

VI. DISPUTES.

In the event Custodian receives written notification from Depository Bank or Public Entity that a disagreement between Depository Bank and Public Entity exists as to any rights respecting any or all of the Eligible Securities, Custodian shall hold such Eligible Securities together with all proceeds thereof, until: (a) Public Entity and Depository Bank notify Custodian in writing that the dispute has been resolved and direct Custodian to transfer or deliver such Eligible Securities to either of them or to a third party or account designated by them, (b) Custodian is directed as to the disposition of such Eligible Securities by an order or decree of a court of competent jurisdiction, or (c) Custodian transfers the Eligible Securities pursuant to any authorization or requirement applicable to it or such Eligible Securities under any applicable statute or regulation relating to the holding, transfer or disposition of Eligible Securities securing public deposits. Custodian is expressly authorized to rely and act upon any of the foregoing written notices, orders, decrees, statutes, or regulations, and upon doing so shall be released and discharged from any liability or duty with respect to any Eligible Securities with respect to which it has taken such actions.

VII. PAYMENTS BY CUSTODIAN

Unless Custodian has been notified in writing by Public Entity that a default has occurred with respect to the payment by Depository Bank of any Public Deposits, Depository Bank shall be entitled to receive all principal payments, interest and other income on the Eligible Securities (including, without limitation, any securities received by Custodian as a substitute for, proceeds of, or otherwise with respect to, any securities included within the Eligible Securities) and Custodian is hereby authorized and directed to pay over, deliver or transfer same to Depository Bank (or any entity or account designated by Depository Bank).

VIII. SUITABILITY OF ELIGIBLE SECURITIES.

Custodian shall have no duty or obligation whatsoever to examine or determine if any securities that are now or at any time hereafter included within the Eligible Securities are of a kind or character, or have a market value, prescribed by law to be Eligible Securities for Public Deposits.

IX. ISSUANCE OF RECEIPT.

At such time as Custodian has received a communication from Depository Bank identifying a security held by Custodian to being included within the Eligible Securities, Custodian shall execute a pledge notification identifying the security and reflecting Public Entity's status as a secured party. Such notification, which is neither transferable nor assignable, shall be furnished to the Public Entity and Depository Bank and shall be accepted by them as sufficient evidence of the pledging and depositing of the security with the Custodian. The return of such pledge notification may be required by Custodian for the withdrawal, release or transfer of such security pursuant to applicable provisions and authorizations set forth in this Agreement.

X. GENERAL.

This Agreement shall be executed in triplicate with one executed original to be retained by each of the parties and shall be in full force and effect when executed by all parties. This Agreement is neither assignable nor transferable, and there is no requirement that the Agreement be returned to Custodian before delivery, transfer or designation of any securities as Eligible Securities hereunder. All notices, pledge notification and other documents and instruction required or authorized may be delivered, sent by facsimile, other electronic means or mailed to the parties hereto at the respective addresses (or facsimile numbers) set forth. For purposes of this Agreement, no notice, notification, document or communication shall be deemed to have been given to or received by Custodian unless it is actually received by one or more of the employees or officers of Custodian that are designated in writing by Custodian as being authorized to receive the instruction. Any document sent by facsimile to Custodian shall be deemed to be received only when received by Custodian at the facsimile number designated in writing within this Agreement, and which may be changed as business conditions warrant.

Dated this 18th day of May, 2021.

COMMUNITY BANK OF RAYMORE

(DEPOSITORY BANK)

By: Beverley J. Brewington

Name: BEVERLEY J. BREWINGTON

Title: EXECUTIVE VICE PRESIDENT/CHIEF FINANCIAL OFFICER

Facsimile: (816) 331-1848

E-mail: bbrewington@cbonline.net

(PUBLIC ENTITY)

By: _____

Name: _____

Title: _____

Facsimile: (_____) _____

E-mail: _____

Raymond James & Associates, Inc.

(CUSTODIAN)

By: _____

Name: _____

Title: _____

Facsimile: (_____) _____

E-mail: _____

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 14, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3626: The Prairie at Carroll Farms Rezoning

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: May 18, 2021
Action/Vote: Approved 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Map
Planning and Zoning Commission meeting minutes excerpt

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Danny Carroll is requesting approval of the rezoning of 145 acres located on the west side of Kurzweil Road, north of 58 Highway, from "A" Agricultural District and "R-1" Single-Family Residential District to "R-1P" Single-Family Residential Planned District, to allow for the proposed The Prairie at Carroll Farms Subdivision. The Planned District allows for modified development standards while providing enhanced amenities, including a pool, playground and land for a neighborhood park.

At its May 18, 2021, meeting the Planning and Zoning Commission voted 9-0 to recommend approval of the rezoning.

BILL 3626

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM 'A' AGRICULTURAL DISTRICT TO 'R-1P' SINGLE-FAMILY RESIDENTIAL PLANNED DISTRICT, A 145 ACRE TRACT OF LAND LOCATED WEST OF KURZWEIL ROAD, NORTH OF 58 HIGHWAY, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on May 18, 2021, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

WHEREAS, the City Council held a public hearing on June 14, 2021, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

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

Section 2. The Zoning Map of the City of Raymore, Missouri is amended by rezoning from "A" Agricultural District to "R-1P" Single-Family Residential Planned District, for the following property:

The Southeast Quarter of Section 10, Township 46 North, Range 32 West of the Fifth Principal Meridian, Raymore, Cass County, Missouri, subject to that part thereof by road.

Except the following tract of land as recorded in Book 1512, Page 226:

A part of the West Half of the Southeast Quarter of Section 10, Township 46, Range 32, in Cass County, Missouri, described as follows: From the Northwest Corner of the Southeast Quarter of Section 10 aforesaid, being the Northeast Corner of Lot 205, "CUMBERLAND HILLS - FIFTH PLAT", a subdivision of land in the City of Raymore, Missouri, according to the recorded final plat thereof, run thence South 0 degrees 34 minutes 05 seconds West, along the East line of said subdivision, being the West line of the Southeast Quarter of said Section 10, 906.03 feet to the Northeast corner of Lot 186 in said "CUMBERLAND HILLS - FIFTH PLAT", and being the true point of beginning of the tract to be described; continuing thence South 0 degrees 34 minutes 05 seconds West, along the East line of said "CUMBERLAND HILLS - FIFTH PLAT", and the East line of "CUMBERLAND HILLS SOUTH - FIRST PLAT", a subdivision of land in the City of Raymore, Missouri, according to the recorded final plat thereof, 717.17 feet; thence South 89 degrees 25 minutes 55 seconds East, perpendicular to the East line of said subdivision, 773.00 feet; thence North 0 degrees 34 degrees 05 seconds East, parallel with the East line of said subdivisions, 485.27 feet; thence North 49 degrees 05 minutes 07 seconds West, 358.20 feet; thence North 89 degrees 25 minutes 55 seconds West, perpendicular to the East line of said subdivision, 500.00 feet to the true point of beginning. Contains 12.00 acres, more or less, subject to any existing easements and restrictions.

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 14TH DAY OF JUNE, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 21ST DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council

From: Planning and Zoning Commission

Date: June 14, 2021

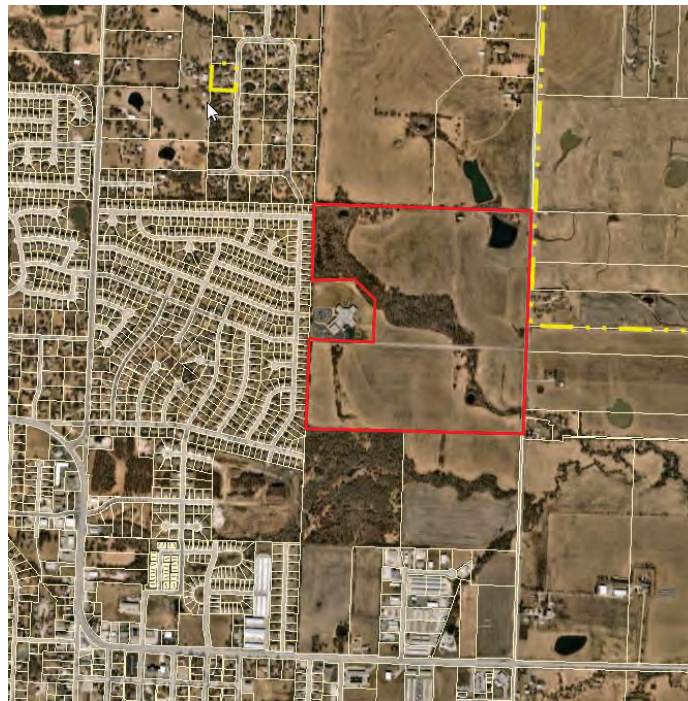
Re: **Case #21003 The Prairie at Carroll Farms Subdivision - Rezoning R-1 & A to R1-P**

GENERAL INFORMATION

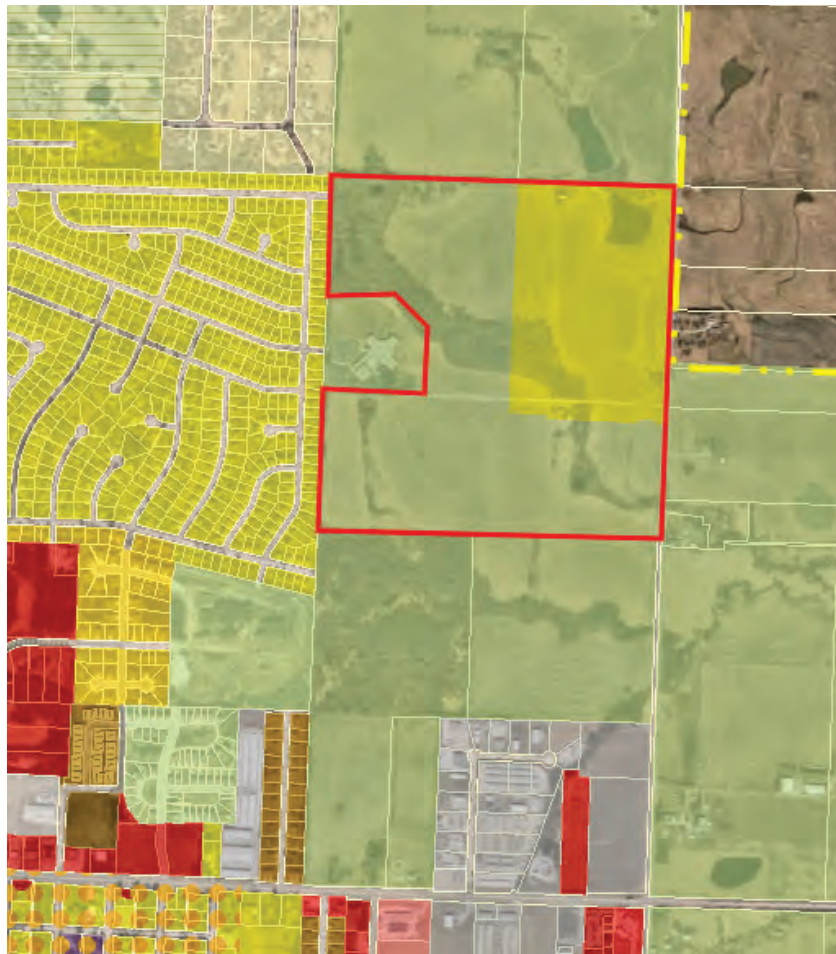
Applicant: Danny Carroll
1100 E Walnut
Raymore, MO 64083

Requested Action: Requesting to reclassify the zoning of 145± acres from "A" Agricultural District & "R-1" Single-Family Residential District to "R-1P" Single-Family Residential Planned District

Property Location: Generally located west of Kurzweil Road, east of Heritage Hills Subdivision



Existing Zoning: “R-1” Single-Family Residential District & “A” Agricultural District



Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Low Density Residential.

Major Street Plan: The Major Thoroughfare Plan Map classifies Kurzweil Road as a Minor Arterial and Carroll Farms Parkway as a Minor Collector.

Legal Description: The Southeast Quarter of Section 10, Township 46 North, Range 32 West of the Fifth Principal Meridian, Raymore, Cass County, Missouri, subject to that part thereof in road. Except the following tract of land as recorded in Book 1512, Page 226:

A part of the West Half of the Southeast Quarter of Section 10, Township 46, Range 32, in Cass County, Missouri, described as follows: From the Northwest Corner of the Southeast Quarter of Section 10 aforesaid, being the Northeast Corner of Lot 205, "CUMBERLAND HILLS - FIFTH PLAT", a subdivision of land in the City of Raymore, Missouri, according to the recorded final plat thereof, run thence South 0 degrees 34 minutes 05 seconds West, along the East line of said subdivision, being the West line of the Southeast Quarter of said Section 10, 906.03 feet to the Northeast corner of Lot 186 in said "CUMBERLAND HILLS - FIFTH PLAT", and being the true point of beginning of the tract to be described; continuing thence South 0 degrees 34 minutes 05 seconds West, along the East line of said "CUMBERLAND HILLS - FIFTH PLAT", and the East line of "CUMBERLAND HILLS SOUTH - FIRST PLAT", a

subdivision of land in the City of Raymore, Missouri, according to the recorded final plat thereof, 717.17 feet; thence South 89 degrees 25 minutes 55 seconds East, perpendicular to the East line of said subdivision, 773.00 feet; thence North 0 degrees 34 degrees 05 seconds East, parallel with the East line of said subdivisions, 485.27 feet; thence North 49 degrees 05 minutes 07 seconds West, 358.20 feet; thence North 89 degrees 25 minutes 55 seconds West, perpendicular to the East line of said subdivision, 500.00 feet to the true point of beginning. Contains 12.00 acres, more or less, subject to any existing easements and restrictions.

Advertisement: April 29, 2021 **Journal** newspaper

Public Hearing: May 18, 2021 Planning Commission meeting

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owners**
Exhibit 2. Notice of Publication in Newspaper
Exhibit 3. Unified Development Code
Exhibit 4. Application
Exhibit 5. Growth Management Plan
Exhibit 6. Staff Report
Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to reclassify the zoning designation of 145 ± acres from “A” Agricultural District and “R-1” Single-Family Residential District to “R-1P” Single Residential Planned District.

REZONING REQUIREMENTS

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

Section 470.020 (B) states:

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

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

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

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

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The preliminary and final plat for the Timber Creek Elementary School were approved in 1996.
2. The subject property was initially part of the Carroll Master Planned Community in 2006.
3. The original Memorandum of Understanding included a traffic study which accounted for increased traffic to the area. Since this is a smaller portion of the larger Carroll Master Planed Community, the traffic study is still valid and includes the addition of right-turn lanes from Kurzweil into the subdivision.
4. The northeast corner of the subject property was rezoned from "A" Agricultural District to "R-1" Single-Family Residential District on May 8, 2006 in anticipation of the Colonial Oaks Subdivision being developed.
5. The Preliminary Plat for Colonial Oaks Subdivision, a 118-lot phase of the Carroll Master Planned Community, was approved on May 8, 2006. The Preliminary Plat expired in 2015.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor meeting was held on Thursday, April 28, 2021 in Harrelson Hall at Centerview. 8 residents attended the meeting, along with the developer, Randy Spalding, and Project Engineer Steve Warger. Development Services Director Jim Cadoret and City Planner Katie Jardieu represented City staff. The comments below provide a summary of the meeting:

Steve Warger began the meeting by briefly explaining the project. The project will be 312 single family homes with a main entrance off of Kurzweil Road. There is potential for a trail with connections and the subdivision will include a clubhouse, pool and lots of open space. The first phase of construction will be in the southeast corner and then move west.

Attendees had the following questions regarding the project:

Q: Will the new storm drains be connected to Cumberland Hills? Drainage flows east so while they will be connected, the flow is not going towards Cumberland Hills. There will also be detention basins to control the flow of water to the stream..

Q: Currently the storm drain at my neighbors has had issues in the past with back-up? Steve Warger responded stating he wasn't sure that was within their purview,

but they can potentially take a look and see. There will not be an addition of water. While there will be a connection they will bring the line to the new development.

Q: What about the trees? Will they stay? No trees will be removed if they are not on the property. Overall we want to keep the trees and cannot go on private property.

Q: How long will construction take? Construction will probably be around 50 lots per year so it will be a 6-10 year project.

Q: When will construction start? Construction will start this summer.

Q: Will Foxwood Drive open up? No, that is not part of this property. It is separately owned. The only real access and connection to the west is Sierra Drive.

Q: Was this property originally supposed to be a park? The original Carroll Master Plan originally had the area south of the school as a park, but this is a smaller plan so it will no longer be a park.

Q: Is it possible to buy the lot behind me? Yes, once we get to that phase you would be eligible to buy a lot like anyone else.

Q: What will happen to the current detention basin? It will be filled in and piped to the South. We will be preserving the stream buffer as well as adding in other detention basins.

Q: What is the developer responsible for in terms of Kurzweil Road? The developer is responsible for the turn lanes and was previously responsible for a traffic study done on the property.

Q: Will blasting be done? No, we will try to minimize the blasting as it is costly and disruptive.

Q: Will there be sidewalks on Kurzweil Road? Kurzweil Road is in the design phase right now, however with such limited right-of-way available, there will likely be a trail on the west side but not sidewalks.

Q: When will the park be built? The park will likely be built in 3-4 years. The Park Board is favorable and beginning the budgeting and planning process.

Q: What is the square footage of the homes? They will start at 1500 square feet on the main floor.

Q: What will the price of the homes be? The homes will start at \$375,000 but will go upward, particularly as material costs continue to increase.

Q: Will there be an HOA? Yes there will be an HOA with covenants and restrictions. The Developer will retain the rights until 90-95% of the lots are sold. The lots are 75 feet wide with a mix of various styles.

STAFF COMMENTS

1. The property has had a portion zoned “R-1” Single-Family Residential District since 2006.
2. In 2006 the applicant filed a rezoning application for 47 acres at the corner of Kurzweil Road and where Sierra Drive would extend. A preliminary plat was also filed and has since expired.
3. The uses permitted in the A and the R-1 districts are as follows:

Use	A	R-1	Use Standard
RESIDENTIAL USES			
Household Living			
Single-family Dwelling, Detached (conventional)	P	P	
Manufactured Home Residential – Design	S	S	Section 420.010D
Single-family Dwelling, Attached	-	-	Section 420.010A
Two-family Dwelling (Duplex)	-	-	
Multi-family Dwelling (3+ units)	-	-	Section 420.010A
Apartment Community	-	-	Section 420.010A
Cluster Residential Development	S	S	Section 420.010B
Manufactured Home Park	-	-	Section 420.010C
Employee Living Quarters	P	-	
Accessory Dwelling, Attached	S	S	Section 420.050E
Accessory Dwelling, Detached	S	S	Section 420.050E
Group Living			
Assisted Living	-	-	
Group Home	S	S	Section 420.010E
Nursing Care Facility	-	-	
Transitional Living	-	-	
Group Living Not Otherwise Classified	-	C	
PUBLIC AND CIVIC USES			
Cultural Exhibit or Library	C	C	
Government Buildings and Properties	C	C	
Place of Public Assembly	C	C	
Public Safety Services	C	C	
Religious Assembly	P	P	

Use	A	R-1	Use Standard
School	P	P	
Utilities			
Major	C	C	
Minor	P	P	
COMMERCIAL USES			
Animal Services			
Kennel	C	-	Section 420.030E
Day Care			
Day Care Home	S	S	Section 420.030C
Entertainment and Spectator Sports			
Indoor	C	-	
Outdoor	C	C	
Funeral and Interment Services			
Cemetery	C	C	
Funeral Home	-	-	
Lodging			
Bed and Breakfast	S	-	Section 420.030H
Medical Marijuana Cultivation Facility	P	-	Section 420.030N
Sports and Recreation, Participant			
Outdoor	C	C	
Indoor	-	-	
OTHER USES			
Accessory Uses	S	S	Section 420.050
Agricultural Uses			
Farming	P	-	
Boarding Stables and Riding Schools	C	-	Section 420.040A
Home Occupation	S	S	Section 420.040B
Parking			
Accessory Parking	P	P	
Wireless Communication Facility			Section 420.040C
Colocated	S	S	

4. The current “R-1” district development standards and the proposed modifications of the development standards as part of the “P” Planned Overlay District are shown below:

	R-1	R-1P
Minimum Lot Area		
square feet	8,400	7,700
Minimum Lot Width (feet)	70	70
Minimum Lot Depth (feet)	100	110
Yards, Minimum (feet)		
front	30	25
rear	30	25
rear, adjacent to stream	30	20

side	10% of lot width, min 7ft	7.5ft
side, corner lot	30	15
Maximum Building Height (feet)	35	35
Maximum Building Coverage (%)	30	45

5. The “R1-P” zoning requires applicants to provide high-quality design elements and amenities in accordance with the following menu:

Menu of Planned District Design Elements and Amenities	
Housing Diversity.	
Developments that include a residential component must provide ALL of the following:	
Multiple Front Elevations	At least one distinct front building elevation per 10 dwelling units for each housing type (detached single-family, attached single-family, two-family, and/or multi-family dwellings). The required number of distinct front elevations shall be rounded up to the nearest whole number (e.g. developments with 21-29 dwelling units must offer a minimum of 3 different front elevations). The maximum number of required front elevations for each housing type within a development need not exceed six.
Variety in Building Materials	More than one exterior building material must be offered for at least one housing model for single and two-family homes (e.g. vinyl siding, brick, stone, stucco, etc.)
Variety in Garage Design	Where more than one front elevation is required for developments that include detached single-family, attached single-family, and/or two-family dwelling units, a minimum of one floor plan designed with at least one of the following garage designs: <ul style="list-style-type: none"> • Recessed, front-loaded (a minimum 8-foot setback from front façade) • Rear-loaded • Side-loaded, or • Detached garages
Residential Amenities.	
Developments that include a residential component must provide at least one amenity from each group installed at the same time as the public improvements:	
Group 1 Active Recreation Amenities	Golf course
	Athletic fields, basketball court or tennis courts
	Swimming pool that is at least 1000 square feet in surface area
	Club house or community building that includes exercise rooms, meeting rooms, and/or sheltered picnic facilities
Group 2 Passive Recreation Amenities	Playground/tot lot
	Historically significant buildings, structures or other historic resource
	Bike or pedestrian pathways in addition to required public sidewalks and bike paths, in compliance with the City's Transportation Plan and Park Master Plan. Credit will be given for trails required by the Growth Management Plan.
	Nature trails, boardwalks or piers that provide access to preserved natural areas and features or historically significant resources
Group 3 Natural Features and Open Space Amenities	Gazebo
	Preservation of natural features that exceed the size of those that would be required to be preserved by other local, County, State or Federal ordinances or requirements, by at least 25 percent. Examples include wetlands, floodplains, stream corridors, steep slopes, grasslands and woodlands
	Open space in excess of one acre in area that preserves native plant communities or wildlife habitat
	Natural stormwater detention design that utilizes native plant materials
	Widened landscape buffer widths of at least 30 feet and a minimum of 50 percent increase in plant materials required by Section 445.0301.4
	Public art such as sculptures located within common open space

	Street trees
Nonresidential Amenities.	
Developments that include a nonresidential component must provide at least 3 of the following amenities:	
Public Enhancements and Streetscape Features	Public plaza that includes seating areas and is at least 3,000 square feet in area
	Public art such as sculptures or fountains
	Clock tower
	Bike pathways in addition to required public sidewalks and bike paths in compliance with the City's Transportation Plan and Park Master Plan
	Bike parking facilities
	Ornamental parking lot lighting
	Decorative pavers for pedestrian crosswalks

6. The applicant intends to provide the following amenities:
 - a. Multiple front elevations
 - b. Swimming Pool
 - c. Playground
 - d. Open space along the stream corridor

7. The subject property is located within the territorial area of the City water supply. The applicant is aware that the entire subdivision will be served water by the City of Raymore.

8. The rezoning request was submitted to the administration of the Raymore-Peculiar School District for review and comment. The school district indicated they were “aware of the development and do not feel it would cause a negative impact on our ability to meet the needs of the students”.

9. Existing stream buffers throughout the property will be preserved.

ENGINEERING DIVISION RECOMMENDATION

See attached memorandum.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.020 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a rezoning request. Under 470.020 (G) (1) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

1. **the character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property;** The character of the surrounding neighborhood is a mixture of single-family residential, undeveloped residential areas, agricultural areas, and natural open space.

2. **the physical character of the area in which the property is located;** The physical character of the area in which the property is located is a mixture of agricultural and large lot residential to the east, residential (Cumberland Hills) to the west, woods and agricultural land to the south; and large lot residential to the north. There is a natural slope to the property towards Kurzweil Road and the stream that crosses through the property.

3. **consistency with the goals and objectives of the Growth Management Plan and other plans, codes and ordinances of the City of Raymore;**

The Growth Management Plan identifies this property as appropriate for low density residential development.

The proposed rezoning of the property to the R-1P is consistent with the Future Land Use Plan Map.

4. **suitability of the subject property for the uses permitted under the existing and proposed zoning districts;**

The property is suitable for its current agricultural use, though agriculture is not the highest and best land use for the property. The property is suitable for development as a single-family subdivision.

5. **the trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district;**

Property to the west of the subject property was developed as single-family residential.

Property to the north was developed as a large-lot residential area.

6. **the extent to which the zoning amendment may detrimentally affect nearby property;**

The proposed zoning map amendment would not detrimentally affect the surrounding properties. The subject property is adjacent to existing single family homes and an elementary school. The property has been planned for residential development for many years and City infrastructure is in place to serve the property.

7. **whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested zoning map amendment;**

Adequate public infrastructure is available to serve the site, or will be available at the time development of the property occurs. There is existing water and sanitary sewer infrastructure to serve the property. The adjacent road network can adequately serve the site. Kurzweil Road improvements were included as part of the 2020 General Obligation Bond Issue.

8. **the suitability of the property for the uses to which it has been restricted under the existing zoning regulations;**

The property is currently suited for uses under the current zoning regulations.

9. **the length of time (if any) the property has remained vacant as zoned;**

The property has remained vacant since it was incorporated into the City.

10. whether the proposed zoning map amendment is in the public interest and is not solely in the interests of the applicant; and

The proposed zoning map amendment is in the public interest. Infill residential development is an appropriate use for the property. Infrastructure has been installed to allow for development of the property. Raymore is growing and new lots are needed to meet the demand for new housing options in the City. There is a demand for single family homes . The property is adjacent to an elementary school and is ideal for residential development.

11. the gain, if any, to the public health, safety and welfare due to the denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application

There will be no gain to the public health, safety and welfare of the community as a result of the denial of the application. Future development of the property is imminent. The land is adjacent to existing residential development and a school. There is a need and demand for single-family developments in the City.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	May 18, 2021	June 14, 2021	June 21, 2021

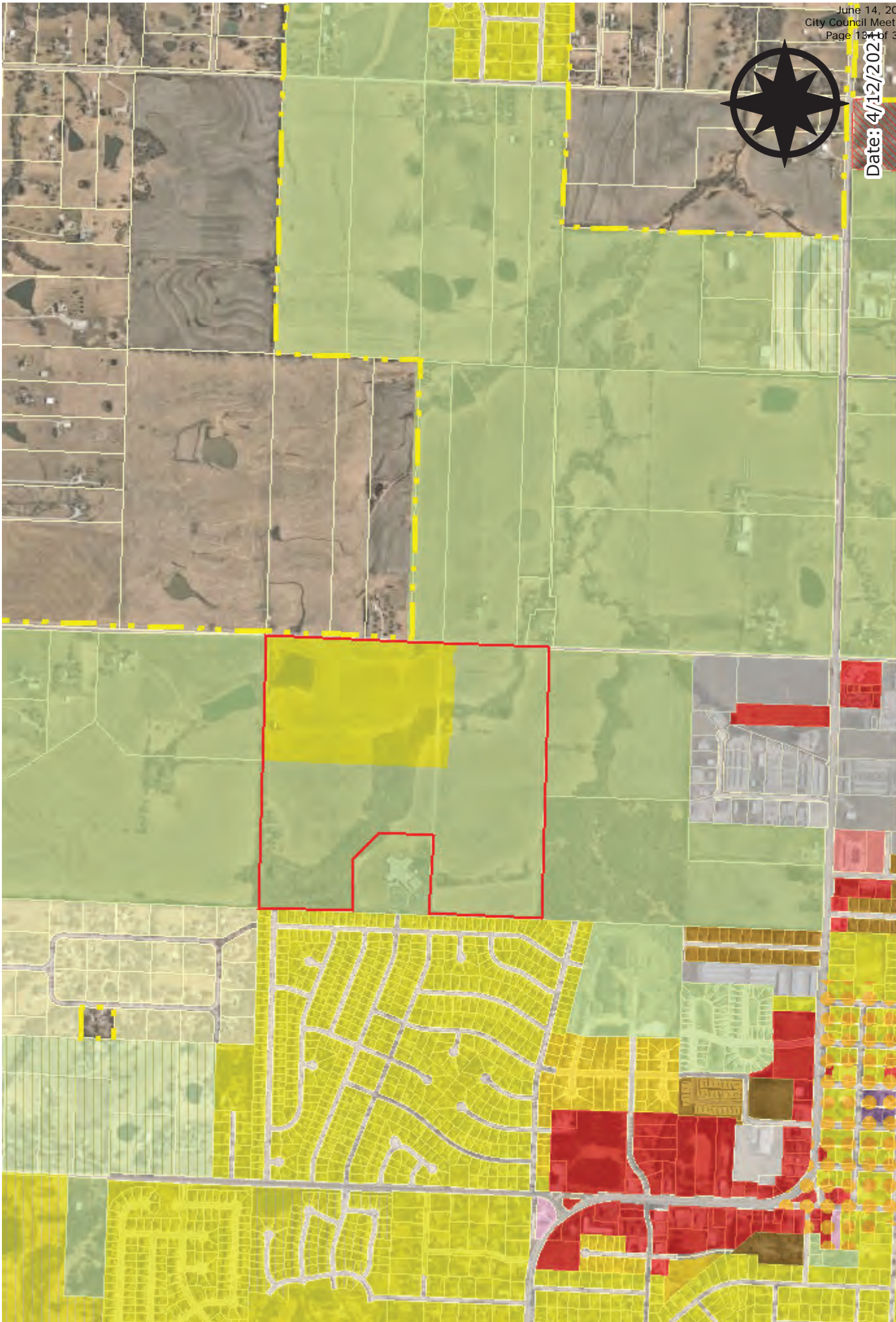
STAFF RECOMMENDATION

City staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #21003, rezoning of 145± acres from “A” Agricultural District and “R-1” Single-Family Residential District to “R-1P” Single-Family Residential Planned District to City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its May 18, 2021 meeting, voted 9-0 to accept the staff proposed findings of fact and forward case #21003, rezoning of 145± acres from “A” Agricultural District and “R-1” Single-Family Residential District to “R-1P” Single-Family Residential Planned District to City Council with a recommendation of approval.

Date: 4/12/2021



The City makes no warranty of any kind, expressed or implied, regarding fitness of the information shown for a particular use.

Planning and Zoning Commission
Meeting Minutes Excerpt
May 18, 2021

7. New Business -

a. Case # 21003: The Prairie at Carroll Farms Rezoning (*public hearing*)

Chairman Wiggins opened the meeting for public hearing at 7:02 p.m.

Steve Warger, 6127 NW Pine Ridge Circle, Parkville MO 64152 approached the Commission on behalf of the developer of The Prairie at Carroll Farms proposed subdivision. Mr. Warger stated that he is asking for rezoning on this approximately 143-acre property to provide 312 single family homes. He highlighted that the property is situated east of the Cumberland Hills subdivision, abutting Kurzweil Road, and in the middle of the property is the elementary school. The driveway that goes to the elementary school will be incorporated into the road system that is already there, giving them a path in and out. The property has a drainage way that goes from the northwest to the southeast, and the stream buffer will be preserved with the exception of one street that will cross it. The street is a connection to the extension of Sierra out of the Cumberland Hills subdivision to the west, and will be the only access to the Cumberland Hills subdivision. Mr. Warger stated that there will be three access points along Kurzweil Road, and will provide a turning lane as per a previous traffic study, as well as detention and water quality in the detention pond. There will be a clubhouse and pool, and the developer will be dedicating 11 to 12 acres of parkland in the northeast corner of the property.

Commissioner Urquilla asked Mr. Warger to clarify if this appearance is strictly for the rezoning of the land?

Mr. Warger confirmed that yes, this is for the rezoning. Along with the rezoning, they are requesting minimum lot sizes of 70 feet x 110 feet, although most of the lots are designed to be 75 feet x 130 feet.

City Planner Katie Jardieu provided the staff report, highlighting that the request before the Commission is to reclassify the zoning of approximately 145 acres from "A" Agricultural District and "R-1" Single-Family Residential District to "R-1P" Single-Family Residential Planned District. The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Low Density Residential. Ms. Jardieu added six items into the record, as well as any additional exhibits as presented during the hearing. The property was initially part of the Carroll Master Planned Community in 2006, and the original Memorandum of Understanding (MOU) included a traffic study which accounted for increased traffic to the area. Since this is a smaller portion of the larger Carroll Master Planned Community, the traffic study is still valid and includes the addition of right-turn lanes from Kurzweil into the subdivision. The Preliminary Plat for Colonial Oaks Subdivision, a 118-lot phase of the Carroll Master Planned Community was approved on May 8, 2006, and has since expired in 2015. Ms. Jardieu also stated that a Good Neighbor meeting was held on Thursday, April 28, 2021 in Harrelson Hall at Centerview. 8 residents attended the meeting, along with the developer, Randy Spalding, and Project Engineer Steve Warger. Development Services Director Jim Cadoret and Ms. Jardieu represented City Staff. The Staff Report outlines the questions from residents and how they were best answered. Currently, the property is zoned Agriculture and R-1, R-1P would allow the minimum lot size to be reduced from 8,400 square feet down to 7,700 square feet, the minimum lot depth would go from 100 feet to 110 feet, and the setbacks would be reduced from 30 feet down to 25 feet in the front and rear, and from 30 feet down to 20 feet if adjacent to a stream. The side setbacks would be 7.5 feet, and corner lots would be 15 feet. The applicant intends as part of the Planned District to

provide various amenities, including multiple front elevations, a swimming pool, a playground, and open space along the stream corridor.

City Staff recommends the Planning & Zoning Commission accept the staff proposed findings of fact and forward case # 21003, rezoning of 145 +/- acres from "A" Agricultural District and "R-1" Single-Family Residential District to "R-1P" Single-Family Residential Planned District to City Council with a recommendation of approval.

Chairman Wiggins closed the public hearing at 7:09 p.m.

Motion by Commissioner Faulkner, Seconded by Commissioner Bowie, to accept staff proposed findings of fact and forward case #21003 rezoning of 145 +/- acres from "A" Agricultural District and "R-1" Single-Family Residential District to "R-1P" Single-Family Residential Planned District to City Council with a recommendation of approval.

Vote on Motion:

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

Motion passed 9-0-0.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 14, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Res 21-14: Request for preliminary plat approval - The Prairie at Carroll Farms

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 18, 2021
Action/Vote: Approved 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report / Memorandum of Understanding
Preliminary Plat drawing
Planning and Zoning Commission meeting minutes excerpt

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Danny Carroll is requesting preliminary plat approval for The Prairie at Carroll Farms, a 312-lot single-family subdivision proposed for 145 acres located on the west side of Kurzweil Road, north of 58 Highway.

The preliminary plat includes an 11.56 acre tract of land for a future neighborhood park and includes a roadway that will provide secondary access to Timber Creek Elementary School. The subdivision will provide a connection to Cumberland Hills subdivision through the extension of Sierra Drive.

RESOLUTION 21-14

"A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE PRAIRIE AT CARROLL FARMS PRELIMINARY PLAT."

WHEREAS, the Planning and Zoning Commission held a public hearing on May 18, 2021, on The Prairie at Carroll Farms preliminary plan and forwarded its recommendation of approval to the City Council; and

WHEREAS, the City Council held a public hearing on June 14, 2021, and approved the recommendation of the Planning and Zoning Commission.

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

Section 1. The Prairie at Carroll Farms Preliminary Plat is approved.

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

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

DULY READ AND PASSED THIS 14TH DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



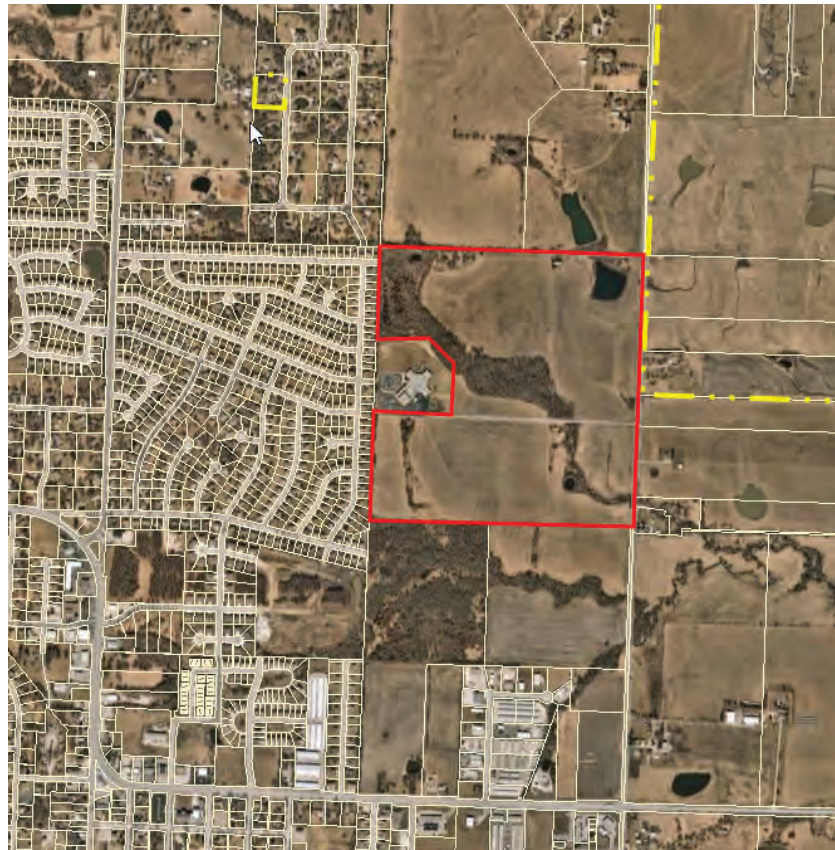
To: City Council
From: Planning and Zoning Commission
Date: June 14, 2021
Re: Case #21004: The Prairie at Carroll Farms - Preliminary Plat

GENERAL INFORMATION

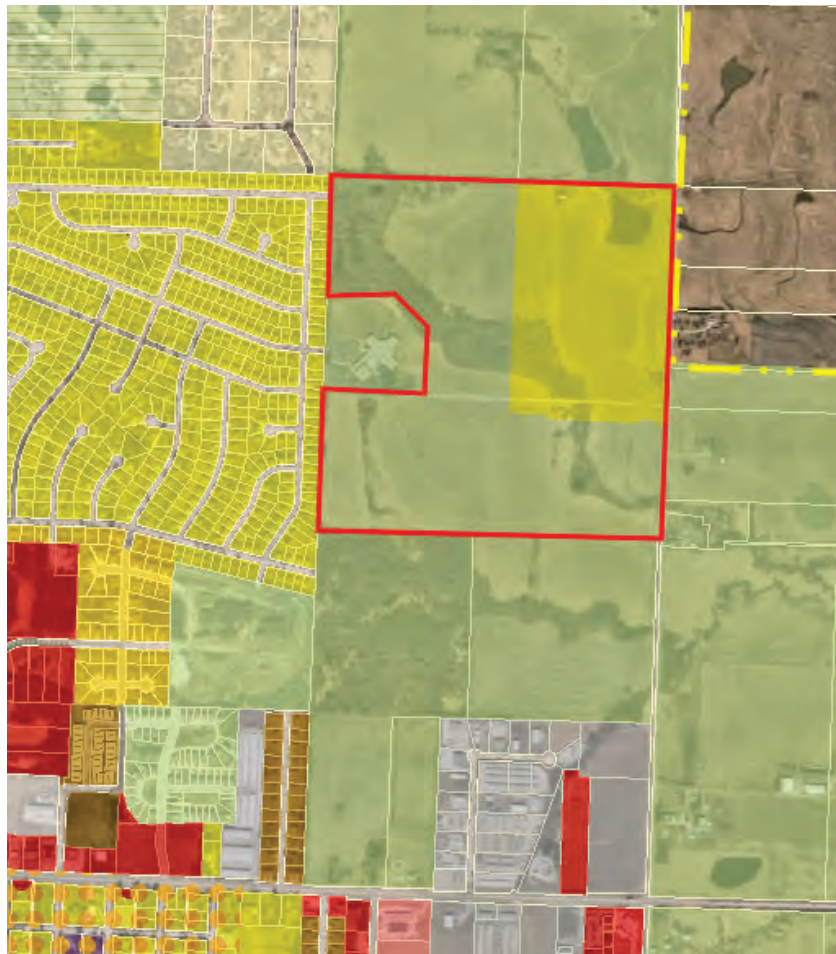
Applicant/Property Owner: Danny Carroll
1100 E Walnut
Raymore, MO 64083

Requested Action: Preliminary Plat Approval for 145 acres

Property Location: Generally located west of Kurzweil Road, east of Heritage Hills Subdivision



Existing Zoning: “R-1” Single-Family Residential District & “A” Agriculture District



Existing Surrounding Zoning: **North:** **A** - Agriculture District
 South: **A** - Agriculture District
 East: **A** - Agriculture District & County Zoning
 West: **R-1** - Single Family Residential District

Total Tract Size: 145 acres

Total Number of Lots: 312 lots & 8 tracts

Legal Description: The Southeast Quarter of Section 10, Township 46 North, Range 32 West of the Fifth Principal Meridian, Raymore, Cass County, Missouri, subject to that part thereof in road.

Except the following tract of land as recorded in Book 1512, Page 226:

A part of the West Half of the Southeast Quarter of Section 10, Township 46, Range 32, in Cass County, Missouri, described as follows: From the Northwest Corner of the Southeast Quarter of Section 10 aforesaid, being the Northeast Corner of Lot 205, "CUMBERLAND HILLS - FIFTH PLAT", a subdivision of land in the City of Raymore, Missouri, according to the recorded final plat thereof, run thence South 0 degrees 34 minutes 05 seconds West, along the East line of said subdivision, being the West line of the

Southeast Quarter of said Section 10, 906.03 feet to the Northeast corner of Lot 186 in said "CUMBERLAND HILLS - FIFTH PLAT", and being the true point of beginning of the tract to be described; continuing thence South 0 degrees 34 minutes 05 seconds West, along the East line of said "CUMBERLAND HILLS - FIFTH PLAT", and the East line of "CUMBERLAND HILLS SOUTH - FIRST PLAT", a subdivision of land in the City of Raymore, Missouri, according to the recorded final plat thereof, 717.17 feet; thence South 89 degrees 25 minutes 55 seconds East, perpendicular to the East line of said subdivision, 773.00 feet; thence North 0 degrees 34 degrees 05 seconds East, parallel with the East line of said subdivisions, 485.27 feet; thence North 49 degrees 05 minutes 07 seconds West, 358.20 feet; thence North 89 degrees 25 minutes 55 seconds West, perpendicular to the East line of said subdivision, 500.00 feet to the true point of beginning. Contains 12.00 acres, more or less, subject to any existing easements and restrictions.

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Low Density Residential.

Major Street Plan: The Major Thoroughfare Plan Map classifies Kurzweil Road as a Minor Arterial. Carroll Farms Parkway is classified as a Minor Collector.

Advertisement: April 29, 2021 **Journal Newspaper**

Good Neighbor: April 28, 2021

Public Hearing: May 18, 2021 Planning Commission meeting

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owner**
Exhibit 2. Notice of Publication
Exhibit 3. Unified Development Code
Exhibit 4. Application
Exhibit 5. Growth Management Plan
Exhibit 6. Staff Report
Additional exhibits as presented during hearing

PRELIMINARY PLAT REQUIREMENTS

The following section of the Unified Development Code is applicable to this application:

Section 470.110: Preliminary Plats

A. Applications

- 1.** An application for a preliminary plat may be obtained from the Community Development Director. The application must be completed in its entirety in accordance with Section 470.010C and submitted at least 60 days prior to the date of the meeting where it will be considered.
- 2.** For property in commercial or industrial zoning districts, the application must be submitted at least 30 days prior to the date of the meeting.

B. Memorandum of Understanding

A Memorandum of Understanding (MOU) may be required by the City for any preliminary plat application request.

C. Procedure

1. Pre-Application Conference

Prior to filing an application for a preliminary plat, the applicant must attend a pre-application conference in accordance with Section 470.010B.

2. Development Review Committee and Other Agency Review

a. Upon receipt of a complete application, the Community Development Director will distribute copies of the preliminary plat and supportive information to the Development Review Committee. The application will be reviewed by the Development Review Committee for compliance with applicable regulations of this Code.

b. The Community Development Director will also distribute copies of the preliminary plat to the following governmental agencies, departments, and other persons as may be deemed appropriate for the particular proposed subdivision:

- (1)** Fire District;
- (2)** Police Department;
- (3)** School District;
- (4)** State Highway Department (if the subdivision is adjacent to a State Highway); and
- (5)** any utility companies providing gas, electric or telephone service in or near the subdivision.

c. The agencies, departments and persons identified in this section will have a minimum of 10 working days to review the preliminary plat and to make their report and recommendations to the Planning and Zoning Commission.

d. If a report has not been returned to the office of the Community Development Director within 10 working days after receiving a plat for review, the proposed plat will be deemed to be in conformance with the laws, rules or policies of the reviewing agency or department.

3. Planning and Zoning Commission Public Hearing

All proposed preliminary plats must be submitted to the Planning and Zoning Commission for review and recommendation. The Planning and Zoning Commission will hold a public hearing on the application in accordance with Section 470.010E

4. Planning and Zoning Commission Recommendation

a. The Planning and Zoning Commission will consider the preliminary plat within 60 days of its receipt by the Community Development Director, or at the next regular meeting for which the plat may be scheduled.

b. The Planning and Zoning Commission will review and consider the reports and recommendations of the agencies, departments and persons to whom the preliminary plat has been submitted for review.

- c.** If the preliminary plat does comply with all requirements, the Planning and Zoning Commission will forward the application to the City Council with a recommendation of approval.
- d.** If the preliminary plat is in general, but not complete compliance, the Planning and Zoning Commission may recommend conditional acceptance of the preliminary plat. The conditions of such acceptance will specify the modifications necessary to achieve full compliance. The Planning and Zoning Commission will forward the application to the City Council with a recommendation of approval, subject to conditions.
- e.** If the preliminary plat is not in compliance with all requirements, the Planning and Zoning Commission will recommend disapproval of the preliminary plat. Within 10 days of its final action, the Planning and Zoning Commission must notify the subdivider in writing of the reasons for its recommendation for disapproval.
- f.** If the preliminary plat is not recommended for approval, the subdivider may modify the preliminary plat and re-submit it to the Planning and Zoning Commission. If the plat is amended and re-submitted within 60 days of the disapproval of the original preliminary plat, no additional filing fee will be required. The Planning and Zoning Commission may reconsider the preliminary plat at a regular meeting for which the plat may be scheduled by the Community Development Director.

5. City Council Public Hearing

The Raymore City Council must hold a public hearing on the application in accordance with Section 470.010E1b through d and E2.

6. City Council Action

- a.** The City Council must consider the request within 60 days of receipt of written recommendation of the Planning and Zoning Commission. Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council must consider the application and may take final action to approve or disapprove it.
- b.** If final action is not taken by the City Council within 120 days after the recommendation of the Planning and Zoning Commission is submitted to it, the preliminary plat will be deemed to have been defeated and denied, unless the applicant has consented to an extension of this time period. Whenever a preliminary plat is defeated, either by vote of the City Council or by inaction described in this section, such preliminary plat cannot be passed without another public hearing that is noticed in accordance with this chapter.
- c.** If the City Council approves an application, it will adopt a resolution to that effect.

7. Findings of Fact

In its deliberation of a request, the Planning and Zoning Commission and City Council must make findings of fact taking into consideration the following:

- a.** the preliminary plat will not adversely affect the appropriate use of neighboring property;
- b.** the preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans;
- c.** the preliminary plat will not impose undue burden upon existing public services and facilities; and
- d.** the preliminary plat will make adequate provision to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and

storage, storm sewerage, sanitary sewerage, and wastewater treatment without substantially increasing public costs and expenditures.

8. Effect of Approval of Preliminary Plat

a. Approval of the preliminary plat does not constitute final acceptance of the subdivision by the City Council, but will be considered permission to prepare and submit a final plat. Preliminary plat approval will be effective for no more than one year from the date approval was granted unless:

(1) a final plat application is submitted within one year of the date of preliminary plat approval;

(2) upon the request of the subdivider, the City Council grants an extension;
or

(3) final plat applications are submitted in accordance with the requirements for staged development of final plats in accordance with Section 470.130E.

b. If preliminary plat approval expires, the preliminary plat must be re-submitted as if no such plat had ever been approved.

9. Extension of Preliminary Plat

An applicant must request that the City Council grant an extension of an approved preliminary plat prior to the expiration date of the preliminary plat. An extension of the preliminary plat can only be requested if it remains unchanged from last acceptance. A request for extension does not require submission of a new application fee or a public hearing

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The preliminary and final plat for the Timber Creek Elementary School were approved in 1996.
2. The subject property was initially part of the Carroll Master Planned Community in 2006.
3. The original Memorandum of Understanding included a traffic study which accounted for increased traffic to the area. Since this is a smaller portion of the larger Carroll Master Planned Community, the traffic study is still valid and includes the addition of right-turn lanes from Kurzweil into the subdivision.
4. The northeast corner of the subject property was rezoned from "A" Agricultural District to "R-1" Single-Family Residential District on May 8, 2006 in anticipation of the Colonial Oaks Subdivision being developed.
5. The Preliminary Plat for Colonial Oaks Subdivision, a 118-lot phase of the Carroll Master Planned Community, was approved on May 8, 2006. The Preliminary Plat expired in 2015.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor meeting was held on Thursday, April 28, 2021 in Harrelson Hall at Centerview. 8 residents attended the meeting, along with the developer, Randy Spalding, and Project Engineer Steve Warger. Development Services Director Jim Cadoret and City Planner Katie Jardieu represented City staff. The comments below provide a summary of the meeting:

Steve Warger began the meeting by briefly explaining the project. The project will be 312 single family homes with a main entrance off of Kurzweil Road. There is potential for a trail with connections and the subdivision will include a clubhouse, pool and lots of open space. The first phase of construction will be in the southeast corner and then move west.

Attendees had the following questions regarding the project:

Q: Will the new storm drains be connected to Cumberland Hills? Drainage flows east so while they will be connected, the flow is not going towards Cumberland. There will also be detention basins to control the flow of water to the stream..

Q: Currently the storm drain at my neighbors has had issues in the past with back-up? Steve Warger responded stating he wasn't sure that was within their purview, but they can potentially take a look and see. There will not be an addition of water. While there will be a connection they will bring the line to the new development.

Q: What about the trees? Will they stay? No trees will be removed if they are not on the property. Overall we want to keep the trees and cannot go on private property.

Q: How long will construction take? Construction will probably be around 50 lots per year so it will be a 6-10 year project.

Q: When will construction start? Construction will start this summer.

Q: Will Foxwood Drive open up? No, that is not part of this property. It is separately owned. The only real access and connection to the west is Sierra Drive.

Q: Was this property originally supposed to be a park? The original Carroll Master Plan originally had the area south of the school as a park, but this is a smaller plan so it will no longer be a park.

Q: Is it possible to buy the lot behind me? Yes, once we get to that phase you would be eligible to buy a lot like anyone else.

Q: What will happen to the current detention basin? It will be filled in and piped to the South. We will be preserving the stream buffer as well as adding in other detention basins.

Q: What is the developer responsible for in terms of Kurzweil Road? The developer is responsible for the turn lanes and was previously responsible for a traffic study done on the property.

Q: Will blasting be done? No, we will try to minimize the blasting as it is costly and disruptive.

Q: Will there be sidewalks on Kurzweil Road? Kurzweil Road is in the design phase right now, however with such limited right-of-way available, there will likely be a trail on the west side but not sidewalks.

Q: When will the park be built? The park will likely be built in 3-4 years. The Park Board is favorable and beginning the budgeting and planning process.

Q: What is the square footage of the homes? They will start at 1500 square feet on the main floor.

Q: What will the price of the homes be? The homes will start at \$375,000 but will go upward, particularly as material costs continue to increase.

Q: Will there be an HOA? Yes there will be an HOA with covenants and restrictions. The Developer will retain the rights until 90-95% of the lots are sold. The lots are 75 feet wide with a mix of various styles.

ENGINEERING DEPARTMENT COMMENTS

The Engineering Division of Public Works has reviewed the application, Traffic Study and Stormwater Study and determined that the proposed plans and specifications comply with the standards adopted by the City of Raymore. Please see the attached memo for comments and recommendations.

PARKS AND RECREATION BOARD RECOMMENDATION

At its April 27, 2021 meeting the Raymore Parks and Recreation Board, by a 5-0 vote, recommended approval of the proposed park land dedication of Tract F (11.56 acres) and fee-in-lieu component for the remaining dedication requirement.

The Memorandum of Understanding includes language regarding the requirements for the developer to prepare Tract F, including removal of the existing farm pond, for future use as a park site.

STAFF COMMENTS

1. The property has had a portion zoned “R-1” Single-Family Residential District since 2006.
2. In 2006 the applicant filed a rezoning application for 47 acres at the corner of Kurzweil Road and where Sierra Drive would extend. A preliminary plat was also filed and has since expired.
3. An application for rezoning the property to the “R-1P” Single-Family Residential Planned District, was filed coincident with this preliminary plat. The preliminary plat has been reviewed based on the rezoning application being approved as presented.
4. The uses permitted in the proposed R-1P district are as follows:

Use	R-1P	Use Standard
RESIDENTIAL USES		
Household Living		
Single-family Dwelling, Detached (conventional)	P	
Manufactured Home Residential – Design	S	Section 420.010D
Single-family Dwelling, Attached	–	Section 420.010A
Two-family Dwelling (Duplex)	–	
Multi-family Dwelling (3+ units)	–	Section 420.010A
Apartment Community	–	Section 420.010A
Cluster Residential Development	S	Section 420.010B
Manufactured Home Park	–	Section 420.010C
Employee Living Quarters	–	
Accessory Dwelling, Attached	S	Section 420.050E
Accessory Dwelling, Detached	S	Section 420.050E
Group Living		
Assisted Living	–	
Group Home	S	Section 420.010E
Nursing Care Facility	–	
Transitional Living	–	
Group Living Not Otherwise Classified	C	

PUBLIC AND CIVIC USES		
Cultural Exhibit or Library	C	
Government Buildings and Properties	C	
Place of Public Assembly	C	
Public Safety Services	C	
Religious Assembly	P	

Use	R-1P	Use Standard
School	P	
Utilities		
Major	C	
Minor	P	
COMMERCIAL USES		
Animal Services		
Kennel	-	Section 420.030E
Day Care		
Day Care Home	S	Section 420.030C
Entertainment and Spectator Sports		
Indoor	-	
Outdoor	C	
Funeral and Interment Services		
Cemetery	C	
Funeral Home	-	
Lodging		
Bed and Breakfast	-	Section 420.030H
Medical Marijuana Cultivation Facility	-	Section 420.030N
Sports and Recreation, Participant		
Outdoor	C	
Indoor	-	
OTHER USES		
Accessory Uses	S	Section 420.050
Agricultural Uses		
Farming	-	
Boarding Stables and Riding Schools	-	Section 420.040A
Home Occupation	S	Section 420.040B
Parking		
Accessory Parking	P	
Wireless Communication Facility		Section 420.040C
Colocated	S	

5. The proposed “R-1P” district development standards are shown below:

R-1P	
Minimum Lot Area	
square feet	7,700
Minimum Lot Width (feet)	70

Minimum Lot Depth (feet)	110
Yards, Minimum (feet)	
front	25
rear	25
rear, adjacent to stream	20
side	7.5ft
side, corner lot	15
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	45

6. The subject property is located within the territorial area of the City water supply. The applicant is aware that the entire subdivision will be served water by the City of Raymore.
7. The preliminary plat request was submitted to the administration of the Raymore-Peculiar School District for review and comment. The school district indicated they were “aware of the development and do not feel it would cause a negative impact on our ability to meet the needs of the students”.
8. The preliminary plat request was submitted to the South Metropolitan Fire Protection District for review. No comments were provided.
9. Existing stream buffers throughout the property will be preserved.
10. A sanitary sewer interceptor is located to the south along the stream. This interceptor is sized to support the development of the subdivision. Easements will need to be acquired (applicant owns the affected area) to allow connection of the subdivision to the interceptor.
11. The 2020 General Obligation Bond Issue included funding for improvements to Kurzweil Road. The applicant will be required to install turning lanes into the subdivision in accordance with the traffic study.
12. A Memorandum of Understanding (MOU) has been prepared that outlines the responsibilities of the developer.
13. The existing bus access drive that crosses through the property and provides bus access to the school from Kurzweil Road will be removed. A connection to Carroll Farms Parkway will be made as part of the 1st phase of the subdivision.
14. Sierra Drive will provide a vehicular and pedestrian connection between the proposed subdivision and Cumberland Hills Subdivision to the west. A pedestrian connection will be made between Sierra Drive and the future park on Tract F to allow easy access for residents to the park.

15. A swimming pool and playground are amenities to be provided with the development. The MOU identifies the timeline for when all amenities must be constructed.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.110 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a preliminary plat request. Under 470.110 (C) (7) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

- 1. the preliminary plat will not adversely affect the appropriate use of neighboring property;**

The preliminary plat will not adversely affect the appropriate use of neighboring properties. The property has always been intended to be developed for single-family residential use.

- 2. the preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans;**

The preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans. The proposed lots comply with the development standards for the underlying zoning district, and the proposed land uses are consistent with the Future Land Use Map adopted by the City.

- 3. the preliminary plat will not impose undue burden upon existing public services and facilities; and**

The preliminary plat will not impose undue burden upon existing public services and facilities. Infrastructure to serve the property has been sized to meet the future demands for service to the property.

- 4. the preliminary plat will make adequate provision to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage, and wastewater treatment without substantially increasing public costs and expenditures.**

There is sufficient capacity in the water and sanitary sewer systems to support full development of the property. The road network was designed to accommodate full development of the property, or is being extended to serve the development. The Traffic Study that was submitted with the preliminary plat application identifies various turn lane

improvements that shall be incorporated into the future development of the property. Stormwater detention facilities will be constructed as development occurs to control water runoff from development on the property. Costs associated with extension of any water, sanitary sewer lines, storm sewer lines, or roadway improvements will be borne by the property owner and/or developer.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council</u>
Public Hearing	May 18, 2021	June 14, 2021
Final Action		June 21, 2021

STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #21004 The Prairie at Carroll Farms - Preliminary Plat to the City Council with a recommendation of approval, subject to the following condition:

1. The request to reclassify the zoning of the property to the "R-1P" District must be approved prior to final consideration of the preliminary plat.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its May 18, 2021 meeting, voted 9-0 to accept the staff proposed findings of fact and forward case #21004 The Prairie at Carroll Farms - Preliminary Plat to the City Council with a recommendation of approval, subject to the following conditions:

1. The request to reclassify the zoning of the property to the "R-1P" District must be approved prior to final consideration of the preliminary plat.
2. All public improvements shall be designed in accordance with the most recent Kansas City Metro APWA design standards including Section 5601.5 regarding overland flow.
3. All cul-de-sac islands shall provide run-off treatment. Maintenance of these BMP's shall be the responsibility of the Developer.



Memorandum of Understanding
for

The Prairie at Carroll Farms

Legal Description Contained on Pages 2-3

Between Danny Carroll, Grantor,

and

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

June 21, 2021

MEMORANDUM OF UNDERSTANDING

The Prairie at Carroll Farms

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE DEVELOPMENT OF THE PRAIRIE AT CARROLL FARMS SUBDIVISION is made and entered into this 21st day of June, 2021, by and between Danny Carroll ("Sub-Divider") also being referred to herein as "Grantors"; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri ("City").

WHEREAS, Sub-Divider seeks to obtain approval from the City for a subdivision to be known as The Prairie at Carroll Farms, proposed to be located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, Sub-Divider agrees to assume all subdivision development obligations of the City as described in this agreement; and,

WHEREAS, the City desires to ensure that 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:

The provisions of this MOU shall apply to the following described property:

The Southeast Quarter of Section 10, Township 46 North, Range 32 West of the Fifth Principal Meridian, Raymore, Cass County, Missouri, subject to that part thereof in road.

Except the following tract of land as recorded in Book 1512, Page 226:

A part of the West Half of the Southeast Quarter of Section 10, Township 46, Range 32, in Cass County, Missouri, described as follows: From the Northwest Corner of the Southeast Quarter of Section 10 aforesaid, being the Northeast Corner of Lot 205, "CUMBERLAND HILLS - FIFTH PLAT", a subdivision of land in the City of Raymore, Missouri, according to the recorded final plat thereof, run thence South 0 degrees 34 minutes 05 seconds West, along the East line of said subdivision, being the West line of the Southeast Quarter of said Section 10, 906.03 feet to the Northeast corner of Lot 186 in said "CUMBERLAND HILLS - FIFTH PLAT", and being the true point of beginning of the tract to be described; continuing thence South 0 degrees 34 minutes 05 seconds West, along the East line of said "CUMBERLAND HILLS - FIFTH PLAT", and the East line of "CUMBERLAND HILLS SOUTH - FIRST PLAT", a subdivision of land in the City of Raymore, Missouri, according to the recorded final plat thereof, 717.17 feet; thence South 89 degrees 25 minutes 55 seconds East, perpendicular to the East line of said subdivision, 773.00 feet; thence North 0 degrees 34 minutes 05 seconds East, parallel with the East line of said subdivisions, 485.27 feet; thence North 49 degrees 05 minutes 07 seconds West, 358.20 feet; thence North 89 degrees 25 minutes 55 seconds West, perpendicular to the East line of said subdivision, 500.00 feet to the true point of beginning. Contains 12.00 acres, more or less, subject to any existing easements and restrictions.

*The Prairie at Carroll Farms
Memorandum of Understanding*

PRELIMINARY PLAT

1. Sub-Divider intends to develop the entire property as a single-family subdivision in the manner shown on the Preliminary Plat, attached and incorporated herein as Exhibit A.

2. Zoning and Land Use

- a. The zoning for the entire property shall be “R-1P” Single-Family Residential Planned District.

- b. Land Use

1. Detached Single-Family Dwellings, as defined by Section 485.010 of the Unified Development Code, shall be permitted on all lots, subject to compliance with any special conditions.

2. Accessory uses, including swimming pools, community clubhouses, playgrounds or other passive/active recreation items shall be permitted within common or open space areas.

3. Bulk and Dimensional Standards Table:

The following bulk and dimensional standards are established for each lot in the development:

Minimum Lot Area	7.700 sq. ft.
Minimum Lot Width	70 feet
Minimum Lot Depth	110 feet
Minimum Front Yard	25 feet
Minimum Rear Yard	25 feet
Minimum Rear Yard adjacent to a stream	20 feet
Minimum Side Yard (Interior)	7.5 feet
Minimum Side Yard (Exterior)	15 feet
Maximum Building Height	35 feet

Maximum Building Coverage	45%
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4. Landscaping & Screening

- a. A landscape screen shall be provided in a common area tract for any lot with side or rear yard frontage along Kurzweil road. A landscape plan shall be submitted with the application for final plat approval that includes any of these lots.
- b. All required landscaping shall be installed prior to the issuance of any certificate of occupancy for the applicable building.

5. Parking

- a. Off-street Parking shall be provided for each lot as follows:

Use	Minimum Parking Spaces Required
Single Family Dwelling	2 spaces per dwelling unit

- b. A minimum 20-stall parking lot shall be provided at the swimming pool/playground area coincident with the construction of the pool or playground area.

PHASING SCHEDULE

1. The Preliminary Plat is being approved with a defined phasing plan.
2. The Sub-Divider, with the approval of the Planning and Zoning Commission, may revise the phasing plan when submitting final plats.

FINAL PLATS

1. Sub-Divider may submit final plats and associated construction drawings to the City in phases.
2. Each final plat must comply with the bulk and dimensional standards included in this MOU.
3. Final plats shall be submitted in accordance with the Unified Development Code.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. Carroll Farms Parkway shall be constructed as a residential collector with a sixty foot (60') right-of-way and pavement width of thirty-two feet (32') back of curb to back of curb.
- b. All other roads within the subdivision shall be constructed as local roads with a fifty foot (50') right-of-way.
- c. Forty feet (40') of right-of-way shall be provided for Kurzweil Road.
- d. Left-turn and right-turn lanes shall be provided on Kurzweil Road for the intersections at Carroll Farms Parkway and at Wild Rye Drive. The improvements shall be made at the time the road connections to Kurzweil Road are made.
- e. The internal roadways serving the development shall be built to City standards to be accepted by the City. Once the roadways are accepted by the City Council, the City will assume maintenance responsibilities of the roadways.
- f. The connection of Carroll Farms Parkway between Sage Grouse Drive and Sierra Drive shall be constructed as part of the installation of public improvements with the construction of Phase 9 or Phase 10, whichever phase is completed first.

2. Pedestrian Improvements

- a. A ten-foot (10') trail is required along the west side of Carroll Farms Parkway. The trail shall be constructed at the time Carroll Farms Parkway is constructed. A five-foot (5') sidewalk is required along the east side of Carroll Farms Parkway.
- b. A five-foot (5') sidewalk is required on all lots and common areas within the subdivision, and shall be constructed prior to the issuance of a Certificate of Occupancy for the building(s), unit(s), or amenities the sidewalk is intended to serve.
- c. A five-foot (5') sidewalk shall be constructed as part of the installation of public improvements by the Sub-Divider on the common area tracts contained within a phase for which public

improvements are being installed.

- d. A ten foot (10') trail is required within a common area tract to provide connection between Wild Rye Drive and the park land tract. The trail segment shall be constructed at the time Wild Rye Drive is constructed.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot by the Sub-Divider. The line shall extend to the exterior perimeter property line of the development to provide service to adjacent properties.
2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system improvements, the Sub-Divider shall have the engineering plans approved by the MoDNR and the City of Raymore.
3. The sanitary sewer shall be of sufficient size and depth to serve the tributary area identified in the City's Comprehensive Sewer Plan.
4. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and Sub-Divider agrees to dedicate easements to the City in compliance with City standards for utility easements.

WATER MAIN IMPROVEMENTS

1. The existing twelve inch (12") water main along the west side of Kurzweil Road shall be extended north along Kurzweil Road to the north property line of the subdivision. The City oversizing policy would be applicable for this water main extension.
2. Water service shall be provided to each lot by the Sub-Divider. The line shall extend to the exterior perimeter property line of the development to provide service to adjacent properties.
3. All public improvements shall be installed in accordance with City standards. Before the installation of any water system improvements, the Sub-Divider shall have the engineering plans approved by the MoDNR and the City of Raymore.

4. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and Sub-Divider agrees to dedicate easements to the City in compliance with City standards for utility easements.

STORMWATER IMPROVEMENTS

1. On-site stormwater management shall be completed in accordance with the stormwater management study approved as part of the Preliminary Plat.
2. A final stormwater management plan is required to be submitted at the time public infrastructure construction plans are submitted for all the land area contained within the final plat.
3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
4. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.
5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

STREAM ASSESSMENT

1. A jurisdictional determination letter from the Army Corps of Engineers shall be submitted prior to the installation of any public improvements. If necessary, the Preliminary Plat shall be amended to ensure compliance with the determination letter.

OPEN SPACE AND AMENITIES

1. Private open space and amenities shall be provided in accordance with the approved Preliminary Plat. All privately owned open space, common area, or amenity shall be constructed and maintained by the Sub-Divider.
2. The following amenities are to be provided:
 - a. Swimming Pool

- b. Playground
 - c. Trail access to park land
3. The swimming pool and playground shall be constructed no later than with the installation of public improvements for the 3rd phase of the subdivision.
 4. The swimming pool shall be at least 1,000 square feet in size.

SIGNAGE

1. Subdivision entrance markers are permitted for the development in accordance with Chapter 435 of the Unified Development Code.

FLOODPLAIN

1. No portion of any platted lot shall encroach into the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area tracts are allowed to encroach into the floodplain.
2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:
 - a. work to install the necessary outlet structures for the stormwater detention facilities; or
 - b. work necessary for implementation of any stream enhancements required for the development.
3. Construction fencing or a similar barrier shall be installed to discourage construction equipment and activity from occurring within the floodplain area and to provide protection for existing tree canopy.

PARKLAND DEDICATION

1. Based upon 312 dwelling units, a total of 16.47 acres of park land is required to be dedicated.
2. The Sub-Divider is providing park land dedication in the amount of 11.56 acres.

3. The 11.56 acre tract of land, and the right-of-way for Kurzweil Road, shall be contained within a final plat submitted concurrently with the first final plat that contains lots platted for residential homes.
4. As part of the installation of public improvements for the 1st phase of the subdivision, the Sub-Divider shall remove and fill-in the existing pond and grade the entire site to be as level as possible for future use as a park.
5. The park land tract shall be dedicated to the City by the Sub-Divider upon request for dedication from the City. Prior to dedication of the park land tract to the City, the Sub-Divider shall maintain the tract.
6. Prior to City acceptance of the park land, the City will inspect the tract to ensure there has been no ground that has settled after the pond is filled-in. The Sub-Divider agrees to fill in any areas that have settled prior to the transfer of the land to the City.
7. The City accepts fee-in-lieu of dedication of park land for the remaining land required to be dedicated to the City. Based upon the minimum price per acre of \$10,000, the fee-in-lieu to be paid to the City shall be Forty-Nine Thousand, One-Hundred Dollars (\$49,100.00).
8. The fee-in-lieu shall be paid at the time of recording of each final plat that contains lots platted for residential homes as follows:

Amount to be paid = \$157.37 per lot

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

1. Before the installation of any public improvements for a Platted Area, Sub-Divider shall have all engineering plans approved by the City of Raymore.
2. Prior to the issuance of any building permits, Sub-Divider shall install all public improvements necessary to serve the applicable building as shown on approved engineering plans, and said improvements shall have been accepted by the Raymore City Council.
3. The Sub-Divider shall be responsible for the installation and maintenance of all improvements as shown on the approved engineering plans of the subdivision for a period of two years after acceptance by the City, in accordance with the City specifications and policies. Said plans shall be on file with the City and shall reflect the development of said subdivision.

Said plans shall include but are not exclusive to sanitary sewer system, storm drainage system and channel improvements, erosion control, MBF elevations and water distribution systems.

4. The Sub-Divider shall be responsible for the installation of all improvements in accordance with the approved engineering plans. The Sub-Divider hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction of the improvements located on Sub-Divider's property or from the City's inspection or lack of inspection of the plans, specifications and construction relating to the improvements to be placed on the Sub-Divider's property. Sub-Divider hereby agrees to pay to the City all damages, costs and reasonable attorney's fees incurred by the City and its employees, officers and agents in defending said claims.

FEES, BONDS AND INSURANCE

1. The Sub-Divider agrees to pay to the City a one percent (1%) Plan Review Fee and five percent (5%) Construction Inspection Fee based on the contract development costs of all public improvements as shown on approved engineering plans of said subdivision. The City Engineer shall review and determine the reasonableness of all costs, as presented.
2. The Sub-Divider agrees to pay the cost of providing streetlights in accordance with the approved street light plan. Once streetlights are accepted by the City as part of infrastructure acceptance the City will assume maintenance responsibility for the lights.
3. The Sub-Divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.
4. 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.

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 Sub-Divider must comply and does not in any way constitute prior approval of any future proposal for development.

2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-Divider, the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the breach or breaches has or have been cured to the satisfaction of the City.
5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.
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 the City Council of the City of Raymore, Missouri.
8. 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 First Class United States mail 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:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Grantor at:

Danny Carroll
1100 E. Walnut Street
Raymore, MO 64083

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: _____

Planning and Zoning Commission
Meeting Minutes Excerpt
May 18, 2021

7. New Business -

b. Case # 21004: The Prairie at Carroll Farms - Preliminary Plat (*public hearing*)

Chairman Wiggins opened the public hearing at 7:11 p.m.

Mr. Steve Warger appeared before the Commission and stated that he addressed most of the information in the hearing for the rezoning, but is open if anyone has any questions on the Preliminary Plat.

Ms. Jardieu stated in the staff report that this is the hearing for the Preliminary Plat Approval for approximately 145 acres. There are a total of 312 lots and 8 open space tracts. There are six items to enter into the record, including any additional exhibits as presented during the hearing. The Engineering Division of Public Works has reviewed the application, Traffic Study, and Stormwater Study and determined that the proposed plans and specifications comply with the standards adopted by the City of Raymore. The memo is in the packet, or can be supplied upon request. At its April 27, 2021 meeting, the Raymore Parks and Recreation Board voted 5-0 for the recommended approval of the proposed park land dedication of Tract F (11.56 acres) and fee-in-lieu component for the remaining dedication requirement. The Memorandum of Understanding (MOU) includes the language regarding the requirements for the developer to prepare Tract F, including removal of the existing farm pond in the northeast corner, for future use as a park site. A sanitary sewer interceptor is located to the south along the stream. This interceptor is sized to support the development of the subdivision. Easements will need to be acquired to allow connection of the subdivision to the interceptor, and the applicant owns that area as well. The 2020 General Obligation Bond Issue included funding for improvements to Kurzweil Road. The applicant will be required to install turning lanes into the subdivision in accordance with the traffic study. The existing bus access drive that crosses through the property and provides bus access to the school from Kurzweil Road will be removed. A connection to Carroll Farms Parkway will be made as part of the 1st phase of the subdivision. Sierra Drive will provide a vehicular and pedestrian connection between the proposed subdivision and Cumberland Hills Subdivision to the west. A pedestrian connection will be made between Sierra Drive and the future park on Tract F to allow easy access for residents to the park.

Commissioner Fizer asked the applicant what the price range for the homes in this subdivision might be? Are there any one-level homes in the plan for this subdivision?

Mr. Warger stated that it would be very low end, and difficult to say since the housing prices are changing daily. Mr. Warger also stated that if there is room on the lot, one-level houses may be able to be built, but it may be difficult for the square footage of the house. Commissioner Urquilla stated that the packet reads that the homes will start at \$375,000 and up.

Commissioner Faulkner asked Ms. Jardieu if it would be appropriate to add the two findings in the Public Works Memorandum to the City Proposed Findings of Facts?

Ms. Jardieu stated, that yes, they should be added.

Chairman Wiggins closed the public hearing at 7:17pm.

Motion by Commissioner Faulkner, Seconded by CommissionerUrquilla, to accept the staff proposed findings of fact and forward case # 21004, The Prairie at Carroll Farms - Preliminary Plat to the City Council with a recommendation of approval subject to the condition recommended by staff, as well as the two conditions stated in the Public Works Memorandum.

Vote on Motion:

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

Motion passed 9-0-0.

1. The proposed development shall be provided at 3% to 5% or approximately that rate but over the 1000 square feet of...

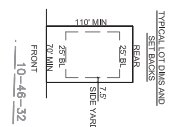
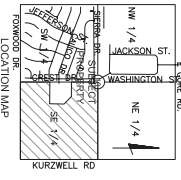
Improvements: The following improvements shall be provided with phase 3 or before...

Other: The following other improvements shall be provided with phase 3 or before...

Notes: The following notes apply to the site plan and shall be read in conjunction with the...



Table with 2 columns: Number (1-15) and Name (e.g., Aerial Survey, Street, etc.)



THE PRAIRIE AT CARROLL FARMS PRELIMINARY PLAN FOR SE 1/4 OF SECTION 10, TOWNSHIP 46, RANGE 32 PROPOSED ZONING: R-1



DEVELOPER: DAVID M. WALKER

DATE: 10/11/2007

SCALE: AS SHOWN

Table with columns: PHASE, TOTAL AREA, NUMBER OF LOTS, DENSITY, etc.

Table with columns: LOT AREA (MIN), LOT WIDTH (MIN), BUILDING COVERAGE, etc.

Table with columns: SINGLE FAMILY, TOTAL AREA, NUMBER OF LOTS, DENSITY, etc.

ROAD AND ROW NOTES: 1. ALL ROWS WILL BE PUBLIC ROWS. THE ROWS WILL BE 28' BACK OF CURB TO BACK OF CURB...

GENERAL NOTES: 1. ALL PUBLIC IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE CITY OF RAYMORE...

OTHER NOTES: 1. ALL SEWERS WILL BE GRAVITY SEWERS TO AND EXISTING MAIN SEWER...

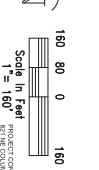


Table with columns: DATE, REVISION, BY. Includes entries for 4-20-21 and 5-7-21.

Quist Engineering Inc. Civil Engineering for Residential & Commercial Site Development. 821 NE Columbus St., Lee's Summit, Missouri 64063.

PRELIMINARY PLAN FOR THE PRAIRIE AT CARROLL FARMS CIVIL PLANS FOR THE PRAIRIE AT CARROLL FARMS RAYMORE, CASS COUNTY, MISSOURI

Scale: 1" = 160'. DRAWN BY: [Name], CHECKED BY: [Name], PROJECT NO.: 0702008, SCALE.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 14, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<input type="checkbox"/> Ordinance	<input checked="" 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

Resolution 21-15: Support for Grant Park Villas MHDC application

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Conceptual Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Jeff Beckler, representing Zimmerman Properties, is proposing to develop a 48-unit affordable senior housing rental development at the southeast corner of Adams Street and Grant Drive. The developer is proposing to use the Low Income Housing Tax Credit (LIHTC) program, which requires approval from the Missouri Housing Development Commission.

Grant Park Villas is a proposed two-story apartment building consisting of one- and two-bedroom units. Amenities include a community room on each level, fitness center, picnic area, computer center/library, and a courtyard area. There will be an on-site property manager and full-time maintenance staff. At least one tenant in each unit must be at least 55 years in age, with income restrictions based upon family size.

Local support for the development is an important criteria in gaining approval of the application by the Commission. Resolution 21-15 indicates City Council support for the application.

RESOLUTION 21-15

"A RESOLUTION IN SUPPORT OF THE APPLICATION TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION FOR FINANCING THE GRANT PARK VILLAS IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, Zimmerman Properties has indicated an intent to pursue financing from the Missouri Housing Development Commission for the Grant Park Villas development proposed at the southeast corner of Adams Street and Grant Drive; and

WHEREAS, Zimmerman Properties has indicated its intent to construct a 48-unit affordable senior housing rental development that will serve residents 55 and older who are able to live in an independent environment and who, by the Department of Housing and Urban Development criteria, are considered low- or very low-income households; and

WHEREAS, Zimmerman Properties has requested the City of Raymore's support of this application for tax credits and for the project.

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

Section 1. The City Council, by the adoption of this Resolution, indicates its support for the Grant Park Villas development in Raymore and supports the application to the Missouri Housing Development Commission.

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

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

DULY READ AND PASSED THIS 14TH DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

SITE SUMMARY

SITE AREA	3.83 ACRES (14 UNITS PER ACRE)
DENSITY	14 UNITS PER ACRE
EXISTING ZONING:	C-2 - GENERAL COMMERCIAL DISTRICT
APPLYING FOR:	R-5B - RESIDENTIAL COMMUNITY RESIDENTIAL DISTRICT
REQUIRED PARKING:	3.5/UNIT
SENIOR MULTIFAMILY (55+ YRS AND OVER)	72 SPACES REQUIRED
OPEN HC VAN ACCESSIBLE SPACES PROVIDED	2 SPACES
OPEN ACCESSIBLE SPACES PROVIDED	11 SPACES
OPEN STAIRWELL SPACES PROVIDED	35 SPACES
MINIMUM PARKING PROVIDED (1,029 SPACES/UNIT)	78 SPACES PROVIDED

GENERAL NOTES:
1. ALL SIDEWALLS SHOWN WILL COMPLY WITH ALL MINIMUM ACCESSIBILITY REQUIREMENTS.
2. ALL SIDEWALLS SHOWN WILL COMPLY WITH ALL MINIMUM ACCESSIBILITY REQUIREMENTS.

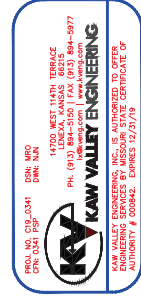
UNIT SUMMARY

UNIT TYPE	NET SF (1)	NET SF (2)	PATIO/BALCONY STORAGE	EXTERIOR STORAGE
A2 (1-BED 1-BATH)	772 SF	820 SF	59 SF	44 SF
B1 (2-BED 2-BATH)	968 SF	1017 SF	33 SF	13 SF
CLUB 1ST FLOOR	3,025 SF		1,033 SF	
CLUB 2ND FLOOR	2,278 SF		5,836 SF	
TOTAL CLUB			6,869 SF	
CORRIDOR 1ST FLOOR N WING	1,817 SF			134 SF
CORRIDOR 1ST FLOOR S WING	3,031 SF			197 SF
CORRIDOR 2ND FLOOR S WING	2,811 SF			
CORRIDOR TOTAL	9,251 SF			331 SF
UNIT TYPE	TOTAL UNITS			
A2	20			
B1	28			
TOTAL	48 TOTAL UNITS			
UNIT TYPE	TOTAL NET SF(1)	TOTAL NET SF(2)	TOTAL GROSS SF	
A2	15,440 SF	16,400 SF	18,660 SF	
B5	27,104 SF	28,476 SF	31,164 SF	
TOTAL UNIT	42,544 SF	44,876 SF	49,824 SF	

NET SF (1) - CONDITIONED AREA DOES NOT INCLUDE PERIMETER WALL FRAMING (PAINT-TO-PAINT).
NET SF (2) - CONDITIONED AREA INCLUDES PERIMETER WALL FRAMING (PAINT-TO-PAINT).
GROSS SF - CONDITIONED AREA INCLUDES NET SF (2) AREA, PATIO/BALCONY AREAS, AND EXTERIOR STORAGE.

DESIGN ELEMENT AMENITIES

- GROUP 1 - CLUB HOUSE WITH EXERCISE AND MEETING ROOM
- GROUP 2 - BBQ/PICNIC GAZEBO
- GROUP 3 - NATURAL STORMWATER DETENTION WITH NATIVE PLANTS

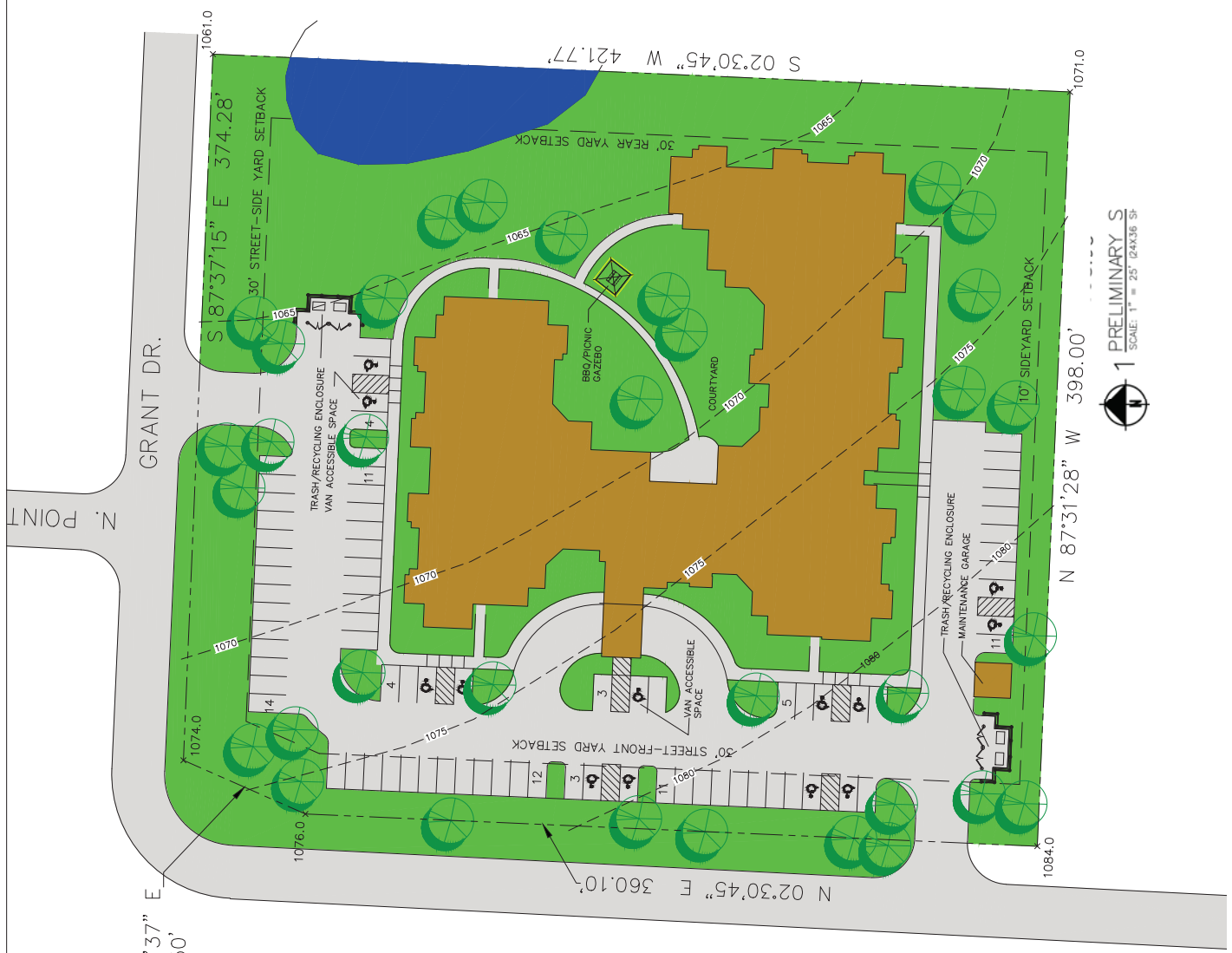


Zimmerman Properties
A 48-Unit Senior Community in
Raymore, MO

ZIMMERMAN PROPERTIES INVESTMENTS ILLC

Parsons Properties
1329 E. Oak Street
Raymore, MO 64083
PH: 660-248-8888
WWW.ZIMMERMANPROPERTIES.COM

SHEET: S1 CONTEXTUAL SITE 09-09/2019





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 14, 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 3628 - Johnston Drive Sanitary Sewer Replacement

STRATEGIC PLAN GOAL/STRATEGY

2.2.3 Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	Westland Construction Inc.
Amount of Request/Contract:	\$298,250.00
Amount Budgeted:	\$0
Funding Source/Account#:	

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 2021	November 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

Last August there was a sewer backup at 1007 Johnston Drive. Our investigation found that 1,200 feet of sanitary sewer is clogged with debris and significant settlements in the pipe which is restricting flow. This project will replace this segment of sewer using trenchless techniques thereby minimizing disruption to the surrounding properties.

Bids were received for the Johnston Drive Sanitary Sewer Replacement project on March 2, 2021 as follows:

Westland Construction	\$298,250
Kissick Construction	\$318,826
Redford Construction	\$363,600
Utilities Solution LLC	\$391,800

Westland Construction Inc. is the lowest and best bidder. Staff recommends the contract for the Johnston Drive Sanitary Sewer Replacement to be awarded to Westland Construction Inc. in the amount of \$298,250.

BILL 3628

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WESTLAND CONSTRUCTION INC. FOR THE JOHNSTON DRIVE SANITARY SEWER PROJECT, CITY PROJECT NUMBER 21-370-201, IN THE AMOUNT OF \$298,250 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Johnston Drive Sanitary Sewer Project was included in the FY2021 budget; and

WHEREAS, bids for this project were received on March 2, 2021; and

WHEREAS, Westland 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 \$298,250 with Westland Construction Inc. for the Johnston Drive Sanitary Sewer 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 14TH DAY OF JUNE, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 21ST DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Johnston Drive Sanitary Sewer Project

This Contract for the Johnston Drive Sanitary Sewer Project, hereafter referred to as the **Contract** is made this 21st day of June, 2021, between Westland Construction Inc., an entity organized and existing under the laws of the State of Kansas, with its principal office located at 20510 163rd Street, Basehor, KS 66007, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of June 21, 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 21-370-201 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 **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$298,250.00.

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)

WESTLAND CONSTRUCTION INC.

By: _____

Title: _____

Attest: _____

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

Johnston Drive Sanitary Sewer

ANTICIPATED SCOPE OF SERVICES:

Install 1200 feet of 8" PVC sewer line (Certa-Flo DR21 or approved equal) by pipe bursting, re-establish ten sanitary services and replace five manholes. The project is located between 409 Johnston Court and 1017 Johnston Drive.

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" 2019 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

The Notice of Award is anticipated by the end of June 2021.

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 2019 shall be amended to include the following:

Contractor shall complete work within **60** 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.

Installation:

- The pipe bursting method for replacement of the existing sewer shall be TT Technologies Grundoburst system, or approved equal. The contractor shall be licensed to use the required technology proposed for this work.
- The contractor shall be trained by the respective manufacturer of the pipe bursting equipment in the use of that machinery. The contractor shall provide certification from the manufacturer that the contractor has been trained and is proficient in the use of the equipment. Only the contractor's employees trained and certified by the manufacturer shall be allowed to operate the equipment during the project.
- Pipe bursting tool shall be static. The bursting action of the tool shall increase the external dimensions sufficiently, causing breakage of the pipe at the same time expanding the surrounding ground. This action shall not only break the pipe, but also create the void into which the bursting head can be statically pulled which enables forward progress to be made. Simultaneously, the new Certa-Flo pipe, directly attached to the expander, shall also move forward.
- The static pulling frame shall be telescopic in design to allow the cutting head to release at the termination of the pull. This also provides minimal trench length by telescopic adjustment.
- The unit must maintain automatic thrust and pull back.
- The static unit is capable of pipe bursting in two directions from the same excavation.
- Correct location of all underground utilities that may impact the installation is the responsibility of the Contractor, regardless of any locations shown on the drawings or previous survey completed by the Engineer and/or Owner.

- Utility location and notification services shall be contacted by the Contractor prior to the start of construction.
- All existing lines and underground utilities shall be positively identified, including exposing those facilities that are located within an envelope of possible impact of the burst host pipe as determined for the project specific site conditions. It is the Contractor and pipe burst system operator's responsibility to determine this envelope of safe burial depth and offset from existing utilities. This will include, but is not limited to soil conditions and layering, utility proximity and material, pipe bursting system and equipment, and foreign subsurface material. The Contractor shall be responsible for repairing all damage caused as a result of pipe bursting. No payment shall be made to the Contractor to repair damages caused by pipe bursting.
- The location and number of insertion and receiving excavations shall be planned by the contractor and submitted in writing for approval by the Engineer 10 working days (or as determined by the Engineer) prior to excavation.
- Before excavation is begun, it will be the responsibility of the contractor to check with the various utility companies and determine the location of existing utilities in the vicinity of the work area. The contractor at no cost to the City, if required, will arrange temporary construction easement and/or right-of-way areas as necessary that are beyond the existing permanent and temporary easements as shown in the drawings.
- Damage to utilities and the resulting repair, temporary service cost, etc., shall be borne by the contractor. Access pits shall be backfilled in accordance with the appropriate specifications.
- All excavations shall be properly sheeted/shored in accordance with relevant specifications for trench safety systems. Any damage resulting from improperly shored excavations shall be corrected to the satisfaction of the Engineer with no compensation due to the contractor.
- All open excavations shall be kept secure at all times by the use of barricades with appropriate lights and signs, construction tape, covering with steel plates, etc., or as directed by the Engineer.
- One or more receiving pits shall be excavated at the end(s) of the existing pipe to be replaced or at appropriate points within the length of the existing pipe. Pit shall be centered over the existing pipe.
- The number of pits for machine and pipe insertion shall be the minimum necessary to most efficiently accomplish the work.
- The cost of pumping or dewatering, if required, shall be incidental to the installation of the new pipe.

- The first six feet of pipe that is pulled into the receiving pit behind the pull head shall be inspected for damage. Depending on the gouging, abrading or damage witnessed the pipe may be accepted, de-rated, reinstalled, or abandoned as unusable per the Owner and Engineer, per the drawings and these specifications.
- Following the installation, the project site shall be returned to a condition equal to or better than the pre-construction condition of the site. All excavations will be backfilled and compacted per the drawings, these specifications, and jurisdictional standards. All pavement and hardscape shall be repaired per applicable jurisdictional standards, excess materials shall be removed from the site, and disturbed areas shall be re-landscaped.
- Any evidence of surface upheaval shall require immediate remediation by the Contractor. Contractor shall also verify that all utilities, structures, and surface features in the project area are sound.
- Delivery, Off-Loading, Handling and storage of pipe shall conform with pipe manufacturers specifications.

Warranty:

- A two-year warranty for the pipe shall be included, and shall cover the cost of replacement pipe and freight to the project site, should the pipe have any defects in material or workmanship.
- In addition to the standard pipe warranty, the fusing contractor shall provide in writing a warranty for a period of two year for all the fusion joints, including formation, installation, and pressure testing.

6. MEASUREMENT AND PAYMENT

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

- A. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.
- B. **Construction and Survey Controls:** Construction and Survey Controls shall be considered a lump sum item for payment. The unit cost for this item shall include all equipment, labor and materials required to develop and establish necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work.
- C. **8 Inch, DR21 PVC Sewer Pipe:** 8 Inch, DR21 PVC Sewer Pipe shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all equipment, labor and materials for bursting of the existing pipe, trenching, connections, pipe installation and backfill. The sewer will be measured for payment horizontally from the inside face to the inside face of the manholes at the ground surface.
- D. **Service Reconnection:** Service Reconnection shall be paid for at the unit bid price per each. The unit cost for this item shall include all equipment, labor and materials to connect the sewer services to the new line.
- E. **Four Foot Diameter Manhole:** Four Foot Diameter Manhole shall be measured and paid for at the unit cost per each. The unit cost for this item shall include all equipment, labor and materials, inclusive of the pre-cast manhole base with pipe gaskets at the manhole wall, cone section as indicated, adjustment rings, casting and lid, removal of the existing manhole and connection to the existing pipes.
- F. **Pavement Replacement:** Pavement Replacement shall be paid for the unit bid price per square foot. The unit cost for this item shall include all equipment, labor and materials required for the removal and disposal of existing pavement, backfilling the excavation with AB-3 or flowable fill, over-cutting the pavement and 8" of KCMMB 4K concrete pavement.
- G. **Curb Replacement:** Curb Replacement shall be paid for at the unit bid price per linear foot. The unit cost for this item shall include all materials, equipment and labor required for the removal, disposal of and installation of new curb. Concrete shall be KCMMB 4K mix, doveled into existing.
- H. **Sidewalk Replacement:** Sidewalk Replacement shall be paid for at the unit bid price per square foot. The unit bid price shall include all materials, equipment and labor required for the removal and disposal of existing, and the installation of new sidewalk. Concrete shall be KCMMB 4K mix and shall be doveled into the existing sidewalk.
- I. **Driveway Replacement:** Driveway Replacement shall be paid for at the unit bid price per square yard. The unit cost for this item shall include all materials, equipment and labor required for removal and replacement. The

- new driveway shall be KCMMB 4K mix, 6 inches thick and doweled into the existing driveway.
- J. **Sod:** Sod shall be paid for at the unit bid price per square yard. The unit cost for this item shall include all materials, labor and equipment to place sod in all disturbed areas. The unit cost shall include irrigating for six weeks as necessary to ensure establishment.
 - K. **Traffic Control:** Traffic Control shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD.
 - L. **Erosion Control:** Erosion control shall be considered a lump sum for payment. The unit bid price for this item shall include all materials, labor and equipment required to prevent soil from leaving the site.
 - M. **Point Repair:** Point Repair shall be paid for at the unit bid price per each. The unit bid price shall include all materials, equipment and labor required to expose the existing sanitary line as needed in case of excessive sagging, line breakage, etc..that hinders pipe bursting. Backfilling the excavation is subsidiary to this item. Driveway, sidewalk or pavement replacement is covered by other line items.
 - N. **Pre-Construction Survey:** Pre-Construction Survey shall be considered a lump sum for payment. The unit bid price shall include all materials, equipment and labor required to establish existing manhole top, flowline elevations, and other information required to produce manhole shop drawings for submittal.

7. ADDITIONAL INFORMATION

- 7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
21-370-201

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 June, 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 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 project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

by

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

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

c

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 Charles L. Breuer, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Charles L. Breuer

Company: Westland Construction, Inc.

Address: 20510 163rd Street, Basehor KS 66007

- 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 # 21-370-201.
- 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.

Westland Construction, Inc.

Company Name



Signature

Name: Charles L. Breuer

Title: President



STATE OF Kansas COUNTY OF Leavenworth

Subscribed and sworn to before me this 1st day of March, 2021.

Notary Public: Joshua Van Tuyl

My Commission Expires: 2-22-25 Commission # 1180875

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

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



Company ID Number: 614032

Approved by:

Employer WESTLAND CONSTRUCTION INC.	
Name (Please Type or Print) CHARLES L BREUER	Title President
Signature Electronically Signed	Date 11/02/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/02/2012



Company ID Number: 614032

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	WESTLAND CONSTRUCTION INC.
Company Facility Address	20510 163RD STREET BASEHOR, KS 66007
Company Alternate Address	
County or Parish	LEAVENWORTH
Employer Identification Number	810622182
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 20
Number of Sites Verified for	1



Company ID Number: 614032

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

KANSAS

1 site(s)



Company ID Number: 614032

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name CHARLES L BREUER
Phone Number (913) 724 - 3191
Fax Number (913) 724 - 3486
Email Address CHUCK@WESTLANDKS.COM

PROPOSAL FORM A
RFP 21-370-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Charles L Breuer having authority to act on behalf of (Company name) Westland Construction, Inc. do hereby acknowledge that (Company name) Westland 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.

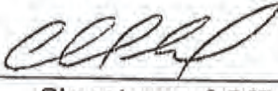
FIRM NAME: Westland Construction, Inc.

ADDRESS: 20510 163rd Street
Street

ADDRESS: Basehor KS 66007
City State Zip

PHONE: (913) 724-3191

E-MAIL: chuck@westlandks.com

DATE: 3/1/2021
(Month-Day-Year)  /President
Signature of Officer/Title

DATE: _____
(Month-Day-Year) _____
Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 21-370-201

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 X No ___
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No X
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X
10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 21-370-201

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	City of Basehor, KS
ADDRESS	2620 N 155th Street, Basehor, KS 66007
CONTACT PERSON	Gene Myracle
CONTACT EMAIL	citysuper@cityofbasehor.org
TELEPHONE NUMBER	(913)724-2000
PROJECT, AMOUNT AND DATE COMPLETED	Theno 4" Sewer, Hickory 8" Sewer, \$177,132.00, 2020/2021

COMPANY NAME	City of Leavenworth, KS
ADDRESS	100 N 5th St., Leavenworth KS 66048
CONTACT PERSON	Cassidy Williams
CONTACT EMAIL	cwilliams@firstcity.org
TELEPHONE NUMBER	(913) 682-9201
PROJECT, AMOUNT AND DATE COMPLETED	Esplanade manholes/ Miami St Manholes, \$

COMPANY NAME	City of Lansing, KS
ADDRESS	800 First Terrace, Lansing, KS
CONTACT PERSON	Anthony Zell
CONTACT EMAIL	azell@lansingks.org
TELEPHONE NUMBER	(913) 364-5915
PROJECT, AMOUNT AND DATE COMPLETED	Eisenhower Rd Sanitary Sewer Extension, \$188,300.00, April 2020

COMPANY NAME	City of Parkville, MO
ADDRESS	880 Clark Ave., Parkville, MO 64152
CONTACT PERSON	Alysen Abel
CONTACT EMAIL	aabel@parkvillemo.gov
TELEPHONE NUMBER	(816) 721-7676
PROJECT, AMOUNT AND DATE COMPLETED	Melody Lane Drainage Repair, \$88,332, September 2020

COMPANY NAME	Johnson County Parks & Rec
ADDRESS	7900 Renner Rd, Lenexa, KS 66219
CONTACT PERSON	Cliff Middleton
CONTACT EMAIL	cliff.middleton@jocogov.org
TELEPHONE NUMBER	(913) 826-3425
PROJECT, AMOUNT AND DATE COMPLETED	Shawnee Mission Parks Low Pressure Sewer Improvements \$93,441.00, 2019

State the number of Years in Business: 18+

State the current number of personnel on staff: 20

PROPOSAL FORM D
RFP 21-370-201

Proposal of Westland Construction, Inc., organized and
(Company Name)
existing under the laws of the State of Kansas, 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. 21-370-201 - Johnston Drive Sanitary Sewer.

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.

***REVISED* BID PROPOSAL FORM E – Project No. 21-370-201**

Johnston Drive Sanitary Sewer

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	15,000. ⁰⁰	15,000. ⁰⁰
8 inch DR21 PVC sewer pipe	LF	1200	97. ⁰⁰	116,400. ⁰⁰
4 foot dia concrete manhole	EA	5	6,600. ⁰⁰	33,000. ⁰⁰
Point Repair	EA	2	500. ⁰⁰	1,000. ⁰⁰
Service connection	EA	21	2,200. ⁰⁰	46,200. ⁰⁰
Pavement Replacement	SY	100	145. ⁰⁰	14,500. ⁰⁰
Curb Replacement	LF	200	45. ⁰⁰	9,000. ⁰⁰
Sidewalk Replacement	SF	1000	10. ⁰⁰	10,000. ⁰⁰
Driveway Replacement	SY	200	110. ⁰⁰	22,000. ⁰⁰
Bypass Pumping	LS	1	11,150. ⁰⁰	11,150. ⁰⁰
Pre Construction Survey	LS	1	1,500. ⁰⁰	1,500. ⁰⁰
Restoration	LS	1	15,000. ⁰⁰	15,000. ⁰⁰
Traffic Control	LS	1	2,500. ⁰⁰	2,500. ⁰⁰
Erosion Control	LS	1	1,000. ⁰⁰	1,000. ⁰⁰
TOTAL BASE BID				\$298,250.⁰⁰

Total Base Bid for Project Number: 21-370-201

\$ 298,250.⁰⁰

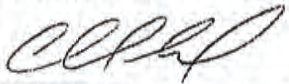
In blank above insert numbers for the sum of the bid.

(\$ Two Hundred Ninety-Eight thousand two hundred)

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

**BID PROPOSAL FORM E – RFP 21-370-201
CONTINUED**

Company Name Westland Construction, Inc.

By 
Authorized Person's Signature

Charles L. Breuer, President
Print or type name and title of signer

Company Address _____
20510 163rd Street
Basehor, KS 66007

Phone (913) 724-3191

Fax (913) 724-3486

Email chuck@westlandks.com

Date 3/1/2021

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
Johnston Drive Sanitary Sewer
Project #21-370-201

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 and clarification.

1. Question: Would Fusible PVC be permitted in lieu of Certa-lok?

Answer: Fusible PVC would be considered. However, residents must have driveway access after 4pm (unless the driveway approach is impacted by manhole replacement).

2. Question: What is the material you are pipe-bursting?

Answer: PVC

3. Question: Project calls for replacing manholes. Manhole's plan sheet shows 6 MHs. Which MHs are being replaced?

Answer: MH-A1 through MH-A5 are being removed and replaced. The sanitary line extends to A6 but MH-A6 remains in place.

4. Question: Is it a requirement to televise / video sanitary before construction & after pipe bursting?

Answer: The line requires pre-construction televising to determine service locations. Mandrel is sufficient for post-construction.

5. Question: Re: Sanitary sewer services. The project calls out to reconnect services (10 each), are these services on both sides of Johnston Drive?

Answer: The bid form has been updated to include services on both sides of Johnston (21). SEE ATTACHED REVISED BID FORM.

Removal and replacement of curb, sidewalk, driveway, or pavement (if necessary) for service connections will be paid under their respective line items.

6. Question: Would it be possible to get a plan sheet showing existing sewer alignment outside of what is shown, needing for bypass pumping layout?

Answer: See Attached Johnston Sanitary Layout Overview

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 25, 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: Westland Construction, Inc.

By: Charles Brewer

Title: President

Address: 20510 163rd ST.

City, State, Zip: Basehor, KS 66007

Date: 3-2-21 Phone: 913 724 3191

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

***REVISED* BID PROPOSAL FORM E – Project No. 21-370-201**

Johnston Drive Sanitary Sewer

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1		
8 inch DR21 PVC sewer pipe	LF	1200		
4 foot dia concrete manhole	EA	5		
Point Repair	EA	2		
Service connection	EA	21		
Pavement Replacement	SY	100		
Curb Replacement	LF	200		
Sidewalk Replacement	SF	1000		
Driveway Replacement	SY	200		
Bypass Pumping	LS	1		
Pre Construction Survey	LS	1		
Restoration	LS	1		
Traffic Control	LS	1		
Erosion Control	LS	1		
TOTAL BASE BID				

Total Base Bid for Project Number: 21-370-201

\$ _____

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

(\$ _____)

In blank above write out the sum of the bid.

***REVISED* BID PROPOSAL FORM E - RFP 21-370-201
CONTINUED**

Company Name Westland Construction, Inc.

By 
Authorized Person's Signature

Charles Brewer (President)
Print or type name and title of signer

Company Address 20510 163rd ST.

Boschert, KS 66007

Phone 913 724 3191

Fax 913 724 3486

Email chuck@westlandks.com

Date 3-2-21

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!



Date: 2/25/2021

The City makes no warranty of any kind, expressed or implied, regarding fitness of the information shown for a particular use.



Published: 6/8/2021
1 in = 375.17 ft



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 14, 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 type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3627 - Budget Amendment: Johnston Drive Sanitary

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$328,250
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Staff is requesting to amend the FY 2021 Capital Budget to provide funding for the Johnston Drive Sanitary Sewer Project.

Budget	Budgeted FY2021	Amendment	Change
Sewer Connection Fee Fund (53)	\$0	\$328,250	\$328,250

BILL 3627

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2021 CAPITAL BUDGET TO PROVIDE FUNDING IN FOR THE JOHNSTON DRIVE SANITARY SEWER REPAIRS."

WHEREAS, a budget amendment to the Fiscal Year 2021 capital budget is necessary to provide the additional funds.

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

Section 1. The City Manager is directed to amend the FY 2021 Budget to fund the Johnston Drive Sanitary Sewer Repairs as follows:

Budget	Budgeted FY 2021	Amendment	Change
Fund (53)	\$0	\$328,250	\$328,250

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF JUNE, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 21ST DAY OF JUNE, 2021 BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 14, 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 3629 - Sidewalk Gap Project

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and Maintain a well connected transportation network

FINANCIAL IMPACT

Award To:	Terry Snelling Construction
Amount of Request/Contract:	\$183,453.90
Amount Budgeted:	\$200,000
Funding Source/Account#:	Capital Improvement Fund (45)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 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

This project involves the installation of sidewalk along Johnston Drive, Foxridge Drive, Prairie Lane and Adams Street as shown on the attached map.

Bids were received for the 2021 Sidewalk Gap project on June 3, 2021 as follows:

Terry Snelling Construction Inc.	\$183,453.90
TC Fuller Construction	\$189,713.90
Freeman Concrete Construction	\$245,065.60
Amino Brothers Company	\$248,291.05

Terry Snelling Construction Inc. is the lowest and best bidder. Staff recommends the contract for the 2021 Sidewalk Gap Project to be awarded to Terry Snelling Construction Inc. in the amount of \$183,453.90.

BILL 3629

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 SIDEWALK GAP PROJECT, CITY PROJECT NUMBER 21-381-201, IN THE AMOUNT OF \$183,453.90 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the 2021 Sidewalk Gap Project was included in the FY2021 budget; and

WHEREAS, bids for this project were received on June 2, 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 \$183,453.90 with Terry Snelling Construction Inc. for the 2021 Sidewalk gap 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 14TH DAY OF JUNE, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 21ST DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

2021 Sidewalk Project

This Contract for the 2021 Sidewalk Project, hereafter referred to as the **Contract** is made this 21st day of June, 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 June 21, 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 21-381-201 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 **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$183,453.90.

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: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

2021 Sidewalk Project

ANTICIPATED SCOPE OF SERVICES:

- The 2021 New Sidewalk Project primarily includes the installation of new sidewalks, replacing ADA ramps, and relocation of an existing fire hydrant.

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.

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **60** 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

- *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.
- *Clearing and grubbing:* The unit price named in the bid shall be for Each location to be cleared and grubbed for the proposed sidewalks. The unit price shall include all equipment, materials, labor, surveying haul off and disposal of materials.
- *Existing Material Removal:* The unit price named in the bid shall be for the Square Foot (SF) of existing material removed to install the proposed **4" thick** concrete sidewalk. The unit price named in the bid shall cover all costs in connection therewith, including cutting, tree branch trimming and disposal, removal of existing material, disposal of material and site preparation. Contractor shall repair at no additional cost any items damaged during construction.
- *Sidewalk Installation:* The unit price named in the bid shall be for the Square Foot (SF) of **4" thick** concrete sidewalk installed. The unit price named in the bid shall cover all costs in connection therewith, including cutting, expansion joint material with (3) grease capped #5 smooth dowels, placement of AB-3 subgrade leveling course as required, installation of new **4" thick** concrete and protection of the new concrete

- during the curing process. **Concrete shall be an approved KCMMB 4K mixture.** The concrete shall NOT be reinforced with rebar. Contractor shall repair at no additional cost any items damaged during construction.
- *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 cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (more than one pad may be required), removing and replacing up to 20 LF of curb, installation of new ADA Ramp and protection of the new ramp during the curing process. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Contractor shall repair at no additional cost any items damaged during construction. **The ADA ramp shall be 6" thick concrete without reinforcement bar,**
 - *Modular Block Wall:* The unit price named in the bid shall be for the Face Square Foot (FSF) of block wall installed. The unit price named in the bid shall cover all costs in connection therewith including, grading, cutting, labor, materials, disposal of materials and installation of the block wall per the manufacturer's specifications. The blocks shall be buff colored, Anchor Diamond block manufactured by Pavestone or an approved equal. Site restoration is subsidiary to the block wall 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 system
 - *Fire Hydrant Removal and Replacement:* Fire Hydrant Removal and Replacement will be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to remove and relocate the existing hydrant. Install the hydrant per City specifications, including thrust blocks, anchor couplings and any necessary restraint. Any additional pipe needed to relocate the hydrant shall be considered subsidiary to the relocation of the hydrant.
 - *Inlet Protection:* The unit price named in the bid shall be for Each protected inlet. The unit price shall cover all costs in connection therewith for the installation and removal of inlet protection.
 - *Construction Staking:* Construction staking shall cover marking Right of Way limits and any other staking requirement the contractor may require to construct the project. No work or storage of materials is permitted outside of the right of way, without written permission from the property owner. Construction staking shall be a lump sum (LS) item for payment. Payment shall be made on the following schedule.

- *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 (M CIB) 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 INFORMATION

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
21-381-201

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 June, 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 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.

Z. Affidavit of Work Authorization and Documentation

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

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

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

PROPOSAL FORM A
RFP 21-381-201

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: 6/3/2021
(Month-Day-Year) Signature of Officer/Title Pres

DATE: 6/3/2021
(Month-Day-Year) 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 21-381-201

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 21-381-201

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 listing.

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	

Terry Snelling Construction Inc

20004 E. Yocum Road
 Independence, Missouri 64058

816-985-4507

terry@terrinsnellingconstruction.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	4/2018	Harrisonville, Mo	Rodney Jacobs
\$87,000.00	2018 Sidewalk Program City of Raymore, Mo	9/2018	Raymore, MO	City of Raymore, Mo 100 Municipal Circle Raymore, MO 64083
\$495,000.00	2018 Curb Repair Program City of Raymore, Mo	9/2018	Raymore, MO	City of Raymore, Mo 100 Municipal Circle Raymore, MO 64083
\$150,000.00	Misc. Concrete Repairs (misc Locations)	12/2018	Rose Paving	Chad Rampola 708-205-8890
\$650,000.00	2019 Curb Repair Program City of Raymore, Mo	12/2019	Raymore, MO	City of Raymore, Mo 100 Municipal Circle Raymore, MO 64083
\$100,000.00	Misc. Concrete Repairs (misc Locations)	12/2019	Rose Paving	Chad Rampola 708-205-8890
\$342,000.00	City of Harrisonville, MO Curb and SW	4/2019	Harrisonville, Mo	Rodney Jacobs
\$25,000.00	Platte County, MO- Curb repair	4/2019	Platte County Mo	Bob Heim 816-200-6548
\$275,000.00	Superior/Bowen- Liberty Overlay Curbs	10/2019	Superior/Bowen	John Belger 816-215-0339
\$129,000.00	Superior/Bowen- Jackson County	6/2019	Superior/Bowen	John Belger 816-215-0339
\$72,000.00	Prairie Township – Apparatus Driveway	8/2019	PTFD	Chief Large
\$150,000.00	Quivera Medical Plaza	9/2019	Overland Park Ks.	Paradise Asphalt Mark Fullington 816-377-5660
\$400,000.00	Independence, Mo. - Sidewalks to Schools	4/2020	Indep. Mo	Fred Woods 816-730-1349
\$80,000.00	Independence, Mo. Kendall Street	4/2020	Indep. Mo.	Woodrow Fincher 816-935-3892
\$498,000.00	Independence, Mo. Waterfall Park	11/2020	Indep. Mo.	Sheldon Hannah 816-935-1916
\$750,000.00	2020 Curb Repair Program City of Raymore, Mo	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/main.

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

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

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

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

PROPOSAL FORM D
RFP 21-381-201

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. 21-381-201 – 2021 Sidewalk Project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) one, 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. 21-381-201**

2021 Sidewalk Project

Base Bid

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization	LS	1	\$ 3000 ⁰⁰	\$ 3000 ⁰⁰
Clearing and Grubbing	LS	1	\$ 9600 ⁰⁰	\$ 9600 ⁰⁰
Removal of Existing Material	SF	13557	\$ 2 ⁵⁰	\$ 33892.50
5' Sidewalk, Installed	SF	13557	\$ 6 ²⁰	\$ 84053.40
ADA ramp, Installed	EA	17	\$ 2524 ⁰⁰	\$ 42908.00
Modular Block Wall, Installed	Face SF	100	\$ 20 ⁰⁰	\$ 2000 ⁰⁰
Relocate Fire Hydrant	EA	1	\$ 5000 ⁰⁰	\$ 5000 ⁰⁰
Inlet Protection	EA	5	\$ 200 ⁰⁰	\$ 1000 ⁰⁰
Construction Staking	LS	1	\$ 2000 ⁰⁰	\$ 2000 ⁰⁰
TOTAL BASE BID				\$ 183,453.90

Total Base Bid for Project Number: 21-381-201

\$ 183,453.90


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

(\$ One hundred eighty three thousand four hundred fifty three dollars ⁹⁰/₁₀₀)

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

****REVISED** BID PROPOSAL FORM E – RFP 21-381-201
CONTINUED**

Company Name TERRY SNELLING CONST. INC

By 
Authorized Person's Signature Pres.
TERRY S. SNELLING
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. ONE

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Company Address 20004 E Youum Rd
Independence, Mo 64058

Phone 816-985-4507

Fax 816-796-9888

Email terry@terrysnellingconstruction.com

Date 6/3/2021

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
2021 Sidewalk Project
Project #21-381-201

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. Revised plan sheets - Attached

- Added project locations to the first map page
- Added quantities for each individual road to the corresponding plan page

2. Revised Proposal Form E - Attached

- Added Construction Staking

3. Revised Appendix A as follows:

- **Section 3; Project Completion and Schedule**
 - Added: Contractor shall start on the South Foxridge Drive sidewalk and complete all work in the area before moving to a new location
- **Section 6; Special Conditions;**
 - **Clearing and grubbing**
 - Added: The unit price named in the bid shall be a lump sum for all locations to be cleared and grubbed for the proposed sidewalks.
 - **Sidewalk Installation**
 - Added: One set of concrete compressive strength cylinders shall be made each week the sidewalk is installed. Four cylinders per test site will be required. Testing shall be subsidiary to this bid item.
 - **Construction Staking**
 - Added: Construction staking shall be a lump sum (LS) item for payment.
 - **Added: Site Restoration/Hydroseeding:** This shall be considered subsidiary to the installation of the project. The site shall be restored to pre-construction quality. Hydroseeding shall be performed in conformance with KC APWA section 2404. A 4" deep layer of topsoil shall be considered subsidiary to all areas requiring soil as part of the site restoration. 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 a suitable seedbed.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after May 26th, 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

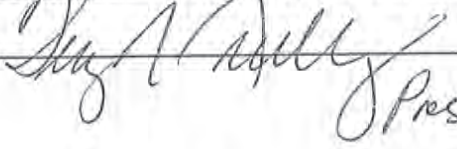
By: TERRY S. SNELLING

Title: President

Address: 20004 E Yocum Rd

City, State, Zip: Independence, Mo 64058

Date: 6/3/2021 Phone: 816-985-4507

Signature of Bidder:  Pres

ADDENDUM MUST BE SUBMITTED WITH BID

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF GOOD STANDING

I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

Terry Snelling Construction Inc.
00994298

A Missouri entity was created under the laws of this State on 8/24/2009, and in Good Standing, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, the 7th day of April, 2021.


Secretary of State

Certification Number: CERT-IN73952



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

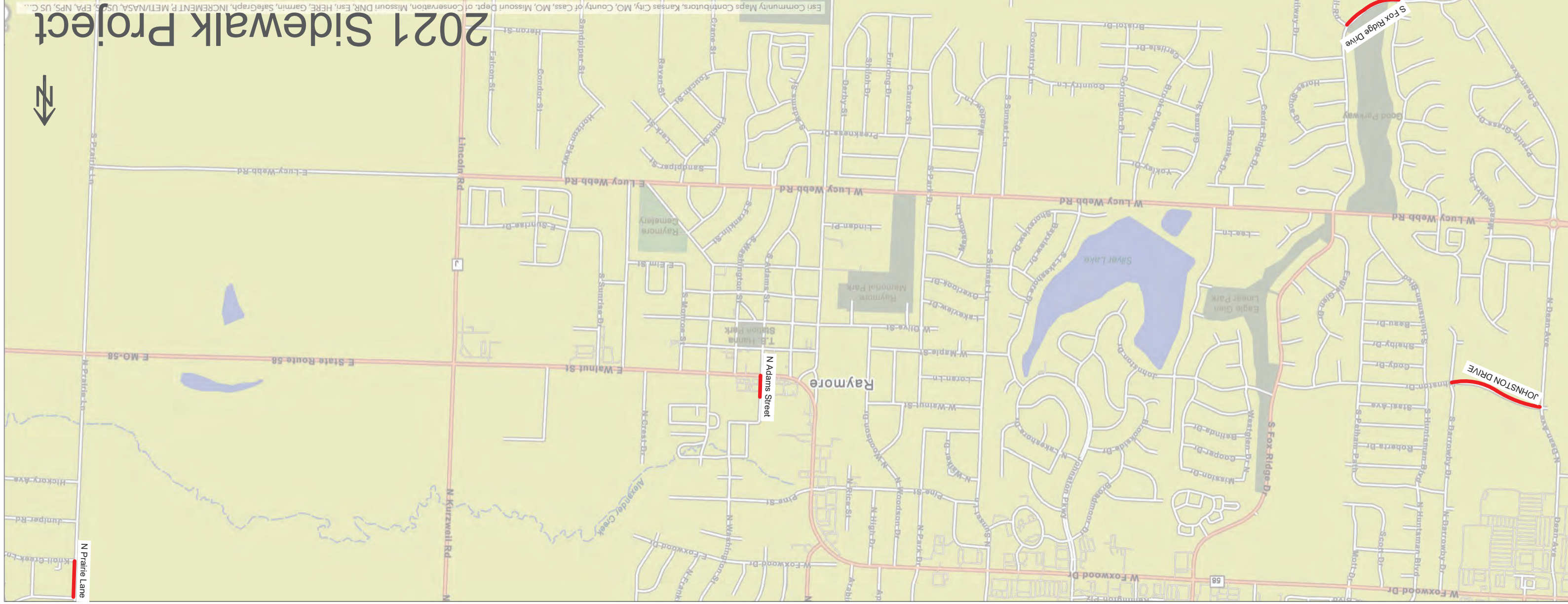
The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, power of attorney, transfers, assignments, proposals, contracts, obligation, certificates, and other instruments of whatever nature entered into by this Corporation.

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



2021 Sidewalk Project





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 14, 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 3630: Agreement to purchase a Vactor 2100i sewer jetter

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:	Key Equipment & Supply
Amount of Request/Contract:	\$403,980
Amount Budgeted:	\$273,603
Funding Source/Account#:	Vehicle & Equipment Replacement Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The current sewer jetter truck is approaching the end of its lifecycle and is scheduled to be replaced as part of the Vehicle & Equipment Replacement Fund. The proposed Vactor 2100i sewer jetter has a number of improvements and features that will make the new equipment more efficient and safer to operate.

Although this vehicle is not eligible to be part of the City's Leasing Program through Enterprise, this purchase is taking advantage of the increased revenue generated from vehicle trade-ins and auctions during the first year of the program.

2021 Vactor 2100i:	\$403,980
Current jetter trade-in:	\$ 65,000

Purchase Price:	\$338,980
-----------------	-----------

VERP Budgeted:	\$273,603
Enterprise proceeds:	\$ 65,377

Available Funds:	\$338,980
------------------	-----------

BILL 3630

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KEY EQUIPMENT AND SUPPLY FOR THE PURCHASE OF A VACTOR SEWER JETTER.”

WHEREAS, the current sewer jetter vehicle has reached the end of its lifecycle; and

WHEREAS, Council has approved the replacement of the current sewer jetter vehicle as part of the 2021 Budget from the Vehicle & Equipment Replacement Fund; and

WHEREAS, as a member entity, the City is able to purchase this vehicle and associated equipment from the approved Sourcewell vendor.

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

Section 1. The City Manager is hereby directed to enter into an agreement with Key Equipment & Supply Company, attached as exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF JUNE, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 21ST DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Presents a Proposal Summary

of the



2100i

Combination Single Engine Dual Stage Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy-Duty Kenworth Truck Chassis

for

City of Raymore
100 Municipal Circle
Raymore, MO 64083

Order Qty	Part Number	Description
1	2110-SE2-PLUS	2100i Single Engine Fan, Dual Stage, 10 yrd Debris, Combo
1	2014PSTD	1000 Gallons STD (10 yrd)
1	3002PSTD	Vacuum, Single Engine - Dual Stage Fan
1	5002PA	80 GPM/2,500 PSI
1	009PSTD	Control Panel Box
1	011PSTD	Aluminum Fenders
1	012PSTD	Mud Flaps
1	014PSTD	Electric/Hydraulic Four Way Boom
1	016PSTD	Color Coded Sealed Electrical System
1	019PASTD	Intuitouch Electronic Package
1	020PSTD	Double Acting Hoist Cylinder
1	025PASTD	Handgun Assembly
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank
1	030PSTD	Flexible Hose Guide
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack
1	045PASTD	Suction Tube Storage - 2 Pipe
1	046PSTD	1" Nozzle Pipe
1	048PSTD	10' Leader Hose
1	1001PSTD	Flat Rear Door w/Hydraulic Locks
1	1005PSTD	Dual Stainless Steel Float Shut Off System
1	1024PSTD	Debris Body Vacuum Relief System
1	1031PSTD	Debris Deflector Plate
1	1032PSTD	48" Dump Height
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator
1	2011PSTD	3" Y-Strainer at Passenger Side Fill
1	2022PSTD	Additional Water Tank Sight Gauge
1	2023PSTD	Liquid Float Level Indicator
1	3019PSTD	Digital Water Pressure Gauge
1	4006PSTD	Joystick Boom Control
1	4010PSTD	Boom Hose Storage, Post
1	4022PSTD	Telescopic Boom Elbow, Standard
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
1	5011PSTD	3" Y-Strainer @ Water Pump
1	5012PSTD	Performance Package
1	5014PSTD	1" Water Relief Valve
1	5015PSTD	Midship High Pressure Coupling
1	5019PSTD	Chassis Engine Cooling Package
1	5022PSTD	Side Mounted Water Pump
1	6004PSTD	Hose Wind Guide (Dual Roller), Manual
1	6005PDSTD	Digital Hose Footage Counter
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract
1	6009PSTD	Hose Reel Chain Cover
1	6017PSTD	Hydraulic Tank Shutoff Valves
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter
1	7003PSTD	Water Pump Hour Meter
1	7004PSTD	PTO Hour Meter
1	7005PSTD	Hydraulic Oil Temp Alarm

1	8000PSTD	Circuit Breakers
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn
1	9002PSTD	Tow Hooks, Front
1	9002PSTD	Tow Hooks, Rear
1	9003PSTD	Electronic Back-Up Alarm
1	9021PSTD	Camera System, Rear Only
1	S390ASTD	8" Vacuum Pipe Package
1	S560STD	Emergency Flare Kit
1	S590STD	Fire Extinguisher 5 Lbs.
1	1003P	Debris Body Washout
1	1008PF	6" Rear Door Knife Valve w Camlock, Air Actuated w/Port & Fixed Basket Screen, 6:00 position,
1	1008PG	6" Rear Door Port, Removed, 3:00 Position
1	1009PD	Full Rear Door Swinging Screen
1	1014P	Centrifugal Separators (Cyclones)
1	1015P	Folding Pipe Rack, Curbside, 8" Pipe
1	1015PBFSTD	Fixed Rear Door Pipe Rack, 8" Pipe
1	1015PA	Folding Pipe Rack, Streetside
1	1022P	Rear Door Splash Shield
1	1023P	Lube Manifold
1	1023PA	Plastic Lube Chart, included with Lube Manifold
1	2006P	Air Purge
1	4015P	180 deg. 10ft Telescoping Boom
1	4011PB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
1	4013P	Rotatable Boom Inlet Hose, Telescoping Boom
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM
1	5016P	Additional Rodder System Accumulator
1	5021PC	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
1	6002PB	600' x 1" Piranha Sewer Hose 2,500 PSI in lieu of STD
1	6004PB	Hose Wind Guide, Auto, Indexing with Pinch Roller
1	6014P	High Pressured Hose Reel
1	6019P	Rodder Pump Drain Valves
1	8020PL	14 Light Package, 10 Federal Signal Strobe Lights, LED
1	8001PM	Rear Directional Control, LED Arrowstick
1	8028P	Worklights (2), LED, Telescoping Boom
1	9071PF	Behind Cab Toolbox-14w x 36h x 96d
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base
1	P124STD	Vactor 2100i Body Decal, Standard
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer
1	Chassis- Mod	Chassis Modifications Charges
1	PSKS370A-CH	Single Axle Chassis, 2022 Freightliner 114SD SBA 4x2, 370 HP, Auto, 46,000 GVWR, GHG

Module Paint Color - Grey
 Cab Color - White

2021 Vactor 2100i:	\$403,980.00
Less Trade In 2010 Vaccon S/N: 11105702:	\$-65,000.00
Total Invoice Amount:	\$338,980.00

Valid 45 days from Proposal date of 5/20/2021

PROPOSAL DATE: 5/20/2021

Price List Date: 1/1/2021

PO NUMBER:

QTY: _____ Customer Initials: _____

PAYMENT TERMS:

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<u>2100 Series, HXX Series and Jetters</u>	10 years against water tank leakage due to corrosion. nonMetallic water tanks are covered for 5 yrs against any factory defect in material or workmanship.
<u>2100 Series, HXX Series and Guzzler only</u>	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
<u>2100 Series and Jetters</u>	2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment

F.O.B. POINT: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to

any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to F.E.T. in such cases belong to Vactor.

PRODUCT IMPROVEMENT: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY.

IT IS UNDERSTOOD AND AGREE THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These terms and conditions shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any of its rights under this

TERMS AND CONDITIONS

agreement shall not constitute a waiver thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Date: _____



FORM E CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 122017-FSC

Proposer's full legal name: Federal Signal Corp.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

Jeremy Schwartz
NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CFO'S SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

[Signature]
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-FSC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Federal Signal Corp.

Authorized Signatory's Title Business Development Manager

David Panizzi
VENDOR AUTHORIZED SIGNATURE

David Panizzi
(NAME PRINTED OR TYPED)

Executed on 2/23, 2018

NJPA Contract # 122017-FSC



Federal Signal #122017-FSC

Pricing for contract #122017-FSC offers Sourcewell participating agencies the following discounts:

- Elgin - 3% Discount from list price
- Vactor - 3% Discount from list price
- Additional discounting may be considered for volume purchases or unique situations handled on a case-by-case basis



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 14, 2021

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3632: Budget Amendment: Trash, Recycling & Yard Waste fee

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Request letter

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

As part of the contract for trash, recycling and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash service. The increase follows the Consumer Price Index for Garbage and Trash Hauling and represents a change of \$0.60 a month. The fee for recycling, yard waste and bulky item pick-up will not change.

BILL 3632

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2021 BUDGET TO UPDATE THE SCHEDULE OF FEES FOR RESIDENTIAL TRASH SERVICE."

WHEREAS, the City Council approved a contract with Constable Sanitation that allows for annual review and rate adjustments based on the Consumer Price Index for Garbage and Trash Collection; and

WHEREAS, Constable Sanitation has not adjusted rates since the beginning of the contract in July 2019; and

WHEREAS, according to the ETC Citizen Satisfaction Survey, Constable Sanitation enjoys an 86% satisfaction rating.

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

Section 1. The City Manager is hereby directed to amend the FY 2021 Budget to reflect the updated schedule of fees as follows:

TRASH SERVICE

Residential Trash Service	\$12.95 per month \$13.55 per month
Residential Recycling Service	\$5.20 per month
Residential Cart Fee	\$1.50 per month
Residential Additional Cart Fee	\$0.75 per additional cart

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

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF JUNE, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 21ST DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Hello City of Raymore,

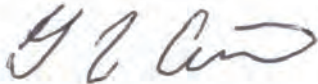
Due to several solid waste market price increases over the last two years, Constable Sanitation will be implementing a price increase effective July 15, 2021. The price increase is outlined below:

Current trash collection rate: \$12.95 per household

Adjusted trash collection rate: \$13.55 per household

We appreciate your continued support and look forward to continuing a successful business partnership with the residents in the City of Raymore.

Thank you,



George Constable



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 14, 2021

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

<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 3633 - Authorizing Acceptance of Proposal With Bliss Associates for Appraisals

STRATEGIC PLAN GOAL/STRATEGY

2.3.3 - Strengthen development & maintenance of streets, trails & pedestrian pathway

FINANCIAL IMPACT

Award To:	Bliss Associates, LLC
Amount of Request/Contract:	\$54,200
Amount Budgeted:	Unspecified
Funding Source/Account#:	FY 2020 General Obligation Bonds

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

Proposal for Appraisal Services from Bliss Associates, LLC, principal and vice-president, Robert E. Marx.

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bill 3633 seeks authority for the City Manager to enter into an Agreement with Bliss Associates, LLC to provide valuation and appraisal services on public works projects funded through general obligation bonds on a project specific basis.

At this time, the City of Raymore is preparing to undertake public works projects which will require real estate valuation and appraisal services. Bliss Associates submitted a proposal to provide those services for 44-50 separate tracts.

As real estate valuation and appraisals involving public works projects can result in litigation requiring the input of expert testimony, it is important to utilize the services of experienced professionals who appreciate the importance of accuracy and presentation of complex issues in an understandable format. Legal counsel for the City of Raymore has worked with Bliss Associates, LLC, in similar projects and has found their experience, skill, guidance, and expert services to be invaluable.

Staff recommends acceptance of the proposal and award of the necessary real estate valuation and appraisal services to Bliss Associates, LLC.

BILL 3633

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BLISS ASSOCIATES, LLC, TO PROVIDE VALUATION AND APPRAISAL SERVICES ON PUBLIC WORKS PROJECTS FUNDED THROUGH THE GENERAL OBLIGATION BONDS APPROVED BY VOTERS IN FISCAL YEAR 2020."

WHEREAS, in fiscal year 2020, the residents of the City of Raymore voted to issue general obligation bonds for the completion of certain public works projects deemed necessary to improve the transportation infrastructure of the city; and

WHEREAS, in completing the transportation infrastructure improvements presented to the voters under the general obligation bond ballot, it will be necessary to utilize the services of a licensed professional appraiser and real estate valuation expert for acquisition of right-of-way and easements; and

WHEREAS, Bliss Associates, LLC, has provided expert professional appraisal and real estate valuation services previously for the City on similar projects and has submitted a proposal to complete the same in the transportation improvements contemplated under the 2020 general obligation bonds.

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 an agreement with Bliss Associates, LLC, Attached as exhibit A, for completion of the real estate valuation and appraisal services required for the transportation infrastructure improvements identified in the 2020 fiscal year general obligation bond ballot.

Section 2. The City Manager is authorized to approve change orders for the services rendered by Bliss Associates, LLC, 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 14TH DAY OF JUNE, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 21ST DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



VIA ELECTRONIC MAIL: <jsz@kapkewillerth.com>

May 10, 2021

City of Raymore, Missouri
c/o Jonathan S. Zerr, City Attorney
Kapke & Willerth, LLC
3304 NE Ralph Powell Road
Lee's Summit, Missouri 64064

RE: Ward Road Improvement Project
E. 163rd Street to MO-58 Hwy
City of Raymore, Missouri

Dear Mr. Zerr:

I am pleased to present the following proposal for valuation services on the referenced project. First of all, we have provided appraisal services on the Alexander Creek subdivision in the last year. That property may be involved in this project. Also, please be advised that we have been retained by Evergy to assist in their negotiations for easements and ROW from their property at the SWC of MO-58 and S Prairie Ln.

Based upon the preliminary construction plans by Wilson & Company and our prior discussions, there are 44 to 50 tracts involved although some may not require an appraisal. Therefore, this proposal is made on a unit (per tract) basis.

I suggest MoDOT appraisal reports be used. MoDOT has three different types of appraisals that are applicable depending upon the effect to each tract and the anticipated just compensation estimate:

(a) Payment Estimates:

This type of report would be used when:

- (1) the acquisition is simple;
- (2) the value of the acquisition is \$10,000 or less;
- (3) fence re-establishment costs, may be excluded from this limit;
- (4) no other cost to cure elements may be excluded from the \$10,000 limit; and
- (5) the same person may perform both the value estimation and negotiation functions if the value estimate is less than \$10,000.

(b) Value Finding Appraisal Format:

This type of report would be used when:

- (1) the acquisition is simple;
- (2) fair market value can adequately be estimated by the sales comparison approach with only minor adjustments;
- (3) damage to the remainder can be measured by the cost to cure or is consequential damage not exceeding \$10,000 per element of damage;
- (4) damages due to simple strip permanent or temporary easements and cost to cure items when valued by a reliable cost manual or contractors' estimate are not subject to the \$10,000 damage limit in the value finding format; and
- (5) the highest and best use is the present use and is not materially affected by the acquisition. Change in highest and best use resulting from a nominal uneconomic remnant is allowed in this format.

City of Raymore, Missouri
 c/o Jonathan S. Zerr, City Attorney
 May 10, 2021
 Page 2

(c) Standard Appraisal Format:

This type of report is required when:

- (1) the appraisal problems are judged complex;
- (2) the highest and best use of a property as improved is different than the highest and best use as if vacant;
- (3) residential or other major improvements are acquired, unless use of the URAR appraisal is specified; and
- (4) there is a change in the highest and best use after the acquisition.

The minimum scope for the appraisals is the Payment Estimate. Several Value Finding Appraisal are expected. And three or four may require the Standard Appraisal Format.

Fee Schedule

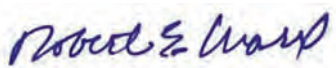
Service	Time Budget		Quantity			
	(hours)	Rate	Unit Cost	Estimated	Total	
Data Book:	40	\$ 125	\$ 5,000	1	\$ 5,000	
Appraisal Reports:						
Payment Estimate	4	\$ 150	\$ 600	30	\$ 18,000	
Value Finding Appraisal	16	\$ 150	\$ 2,400	10	\$ 24,000	
Standard Appraisal	24	\$ 150	\$ 3,600	2	\$ 7,200	
			\$ 1,290	42	\$ 54,200	
Additional Services:						
Clerical Support		\$ 90				
Research Staff		\$ 100				
State-certified residential appraiser		\$ 125				
State-certified general appraiser		\$ 150				
State-certified general appraiser, MAI-designated		\$ 175				
MAI-designated expert witness		\$ 195				

For budgeting purposes, the blended rate is approximately \$1,300 each or approximately \$54,200 cost for all of the appraisals. The appraisals will be billed at these unit costs for required reports prescribed by MoDOT's LPA Engineering Policy Guide.

I've been gathering information and comparable sales for the Data Book. Our current work load will allow us to commence the project within 21 days and complete the project by about August 15, 2021. Terms are net 30 days of report deliveries.

To engage the assignment, simply send an email with Notice to Proceed or kindly have the City issue a Work Order. Let me know if you have any questions. I look forward to working on this project.

Respectfully,
 BLISS ASSOCIATES, LLC

By: 
 Robert E. Marx, MAI, SRA
 Vice President
 Missouri # RA-001238

cc. Michael E. Krass, PE <MKrass@Raymore.com >
 Director, Public Works & Engineering

ORGANIZATION NAME AND CONTACT PERSON

Bliss Associates, LLC
1000 Walnut St., Ste. 920
Kansas City, MO 64106

Robert E. Marx, MAI, SRA
Vice President
816-221-9100
816-303-2224 direct
RMarx@BlissAppraisal.com

ORGANIZATION'S LIABILITY INSURANCE CERTIFICATE

To be furnished upon job award.

EXPERIENCE AND AVAILABILITY OF KEY PERSONNEL

Background

Bliss Associates originated in 1933 and has a wealth of experience and more than 20 employees in its offices at 1000 Walnut Street, Suite 920, Kansas City, Missouri 64106. Bliss's four senior staff members have over 160 years combined experience in the appraisal field.

Bliss Associates expects to deploy one or more of the four key personnel identified for this project:

- Robert E. "Robin" Marx, MAI, SRA
- James E. Summers, SRA, MAI
- Maurice E. Kancel, State-certified General Appraiser
- Warren A. Thompson, State-certified General Appraiser

Appraisal qualifications immediately follow this letter.

The size of our staff allows parallel processing of the research, analysis, and report production of appraisals in any projects and necessary when multiple tracts are involved. The typical project will engage a research assistant, one or more state-certified appraisers for the inspections and analyses, and a senior appraiser that inspects, reviews, and manages the project. The team approach allows for much faster delivery of our appraisal reports.

Our valuation products range from land models to appraisal reports for condemnation appeals and everything in between them.

EXPERIENCE WITH SIMILAR PROJECTS AND CLIENT REFERENCES

Although Bliss Associates has completed a variety of projects for civil entities and utilities throughout the Midwest. Emphasizing only a few of the recent project, some involving the Yellow Book Standards, we invite your consideration of the following:

1. 2021 – City of Blue Springs, Sidewalk project along Mo-7 Hwy. MoDOT Negotiations for temporary easement on 31 tracts. The contact person is Chris Sandie, Public Works Director, 816-228-0121, csandie@bluespringsgov.co.
2. 2021 – City of Kansas City, Street Car ROW extension project. Appraisal and Appraisal Reviews for partial acquisitions. The contact person is John Cardwell, Senior Acquisition Specialist, Department of Public Works, 816-513-2883, John.Cardwell@KCMo.org
3. 2020 – City of Parkville, MO Route 9 improvement project. 30 tracts of mixed uses, partial acquisitions. The contact person is Alysén M. Abel, PE, Public Works Director, 816-741-7676, AAbel@parkvillemo.gov.
4. 2020 – Park Hill School District, N Coventry Rd. improvement project. 3 residential tracts, partial acquisitions. The contact person is Jim Rich, Director of Operations, 816-359-6477, Richj@parkhill.k12.mo.us
5. 2017 – U.S. Army Corps of Engineers Project T – 831000.04, Topeka FRM South Levy unit modification, Topeka, Kansas. (Six tracts, Yellow Book Standard). The contact person is Thomas Allen, Right-Of-Way Agent, City of Topeka, 785-368-3097, tallen@topeka.org.
6. 2018 – Jackson County Public Works, Rock Island Rail Corridor Shared Use Path, 14 tracts, ROW and TCEs. The contact person is Rock Island Corridor Development Manager Josh Boehm.
7. 2016 – U.S. Department of Justice, Bratcher, et al, v. United States, Case No. 15-986L, Lafayette County, Lexington, Missouri “Rails to Trails Case”. (14 tracts, Yellow Book Standard). The contact person is Paul Galindo, ENRD, 202-616-5082.
8. 2016 - Prairie View Road Project, Kansas City, Missouri. Eight commercial tracts for roadway realignment. The contact person is John Strauss, Senior Acquisition Specialist, City of Kansas City, Missouri, 816-513-2627, John.Strauss@kcmo.org.
9. 2015-16 - Mullen Road & North Cass Parkway, Belton, Missouri. 14 commercial, industrial, and residential tracts for road improvements. The contact person is Kate Patras, Assistant City Engineer, 816-331-4331.
10. 2015 - White Oak Plaza leaseholds, Blue Springs, Missouri. condemnation of four commercial leasehold interests in order to facilitate redevelopment. The contact person is Nancy Yendes, City Attorney, Blue Springs, Missouri, 816-228-0110.
11. 2014-15 - Interstate Route No. 49 at Missouri Route No. 150, Grandview, Missouri. (Eight commercial tracts for roadway realignment.) The contact person is Jaclyn White, City Engineer, 816-316-4812.



ROBERT E. MARX, MAI, SRA

Certifications

- MAI designation, 1992, (M-9207), the Appraisal Institute
- SRA designation, 1988, the Appraisal Institute
- IRM designation, 1978, the Institute of Residential Marketing, National Association of Home Builders
- Colorado State Certified General Real Estate Appraiser No. CG100048101
- Kansas State Certified General Real Property Appraiser No. G-383
- Kansas Licensed Real Estate Broker No. BR00052260
- Missouri State Certified General Real Estate Appraiser No. RA001238
- Missouri Licensed Real Estate Broker-Salesperson (inactive) 1999023167

Experience

- Over 45 years full-time real estate appraising with Bliss involving all types of properties
- Expert Valuation Witness
District Courts in Kansas Counties:
 Geary, Johnson, Leavenworth, Riley, Sedgwick, Shawnee, and Wyandotte
Circuit Courts in Missouri Counties:
 Buchanan, Cass, Clay, Jackson, and Platte
Federal Bankruptcy Courts:
 Western Missouri and Kansas
Various local planning and zoning hearings
- Recent teaching and related experience
June 2016, Co-presenter, Conservation Panel, Burns & McDonnell, *Wildlife & Energy Interaction Symposium\Conservation Easements*
March 2013, Co-presenter, CLE Seminar, National Business Institute, *Eminent Domain from Start to Finish*
October 2009, Speaker, KC Regional Chapter of the International Association of Assessing Officers, *Valuation and Appraisal in a Dysfunctional Market*
October 2009, Co-presenter, CLE Seminar, KC Metropolitan Bar Association, *Handling Distressed Commercial Properties in 2009*
2000, Approved instructor for appraiser continuing education in Idaho, Illinois, Indiana, Kansas, Missouri, Pennsylvania and Virginia
2000, Co-author: manuscript *Police Power Regulation of Highway Access and Traffic Flow in the State of Kansas*

Associations

- Member: Appraisal Institute Review Panel
- Member: Kansas City Regional Association of Realtors®
- Member: Missouri Association of Realtors
- Member: National Association of Home Builders
- Member: Young Advisory Council of the Appraisal Institute
- Past President: KC Data Service, Inc. (1991)

Formal Education

- BA Chemistry
University of Kansas, 1973

Recent/Advanced Course Work

- Yellow Book Seminar
- Valuation of Conservation Easements, Appraisal Institute
- Litigation Professional Development Program, Appraisal Institute
- Regression Analysis and Special Topics in Statistics – SAS, UMKC\STAT 5590



JAMES E. SUMMERS, SRA, MAI

Certifications

- Kansas General Appraiser Certification No. G-560
- Missouri General Appraiser Certification No. RA 001802
- Senior Member (ASA designation, 1982-98), American Society of Appraisers, with a specialty in urban real property
- SRA and SRPA designations, respectively, 1989, the Appraisal Institute
- MAI designation, 1989 (No. 8175), the Appraisal Institute

Experience

- 45 years in real estate, specializing in eminent domain, litigation support, and complex valuation problems
- Expert Witness, Missouri Circuit Courts, Kansas District Courts, and U.S. Bankruptcy Courts
- Currently, faculty member, the Appraisal Institute, certified as associate instructor in *Basic Appraisal Principles* and *Basic Appraisal Procedures*
- AQB Certified USPAP Instructor (No. 44817), Appraisal Qualifications Board of the Appraisal Foundation

Relevant Education

- BA degrees (1973) and MA degree (1975), University of Missouri, Kansas City
- *Uniform Appraisal Standards for Federal Land Acquisitions*
- Continuing education toward MBA, emphasis in Finance
University of Missouri, Kansas City, 1975-79

Professional Presentations, Publications, etc.

- Author, Real Estate Intern Program, Kansas City, Missouri Real Estate Board, 1977-78
- Author, "Inflation, Money Markets and the Appraisal Process," *The Real Estate Appraiser and Analyst*, Sept. 1979
- Co-author, "Energy Considerations in Real Estate Appraising," text for Society of Real Estate Appraisers' Seminar
- Author, Outline for "Litigation Appraising," workshop approved for continuing-education credit by Missouri Real Estate Appraisers' Commission, 1995;
- *The Appraisal Journal* Review Committee, 1996-2006
- Panelist, "Condemnation and Environmental Liability: Discussion of Issues as How Environmental Problems Affect Evaluation and Assessment in Condemnation," Real Estate Practice Institute, 1998, co-sponsored by the Missouri Bar Association's Property Law Committee, Environmental Law Committee, and Eminent Domain Committee
- Presenter, "HUD Rent Comparables," the Affordable Housing Management Association, VII, Kansas City, Missouri, 2002



MAURICE E. KANCEL

Certifications

- Kansas State Certified General Real Property Appraiser No. G-1130
- Missouri State Certified General Real Estate Appraiser No. 2000157387

Experience

- 27 (+) years commercial real estate appraisal experience with Bliss Associates, LLC
- 16 years comprehensive small business management and sales experience
- Expert valuation witness:
 - U.S. Bankruptcy Court, Division of Missouri*
 - U.S. Bankruptcy Court, Division of Kansas*
 - Kansas Court of Tax Appeals*
 - Wyandotte County District Court*
 - Leavenworth County District Court*
 - Miami County District Court*
 - Circuit Court of Jackson County*
 - Jackson County Real Estate Tax Board of Appeals*
 - Buchanan County District Court*

Formal Education

- BS Business Administration/Marketing 1972
Kansas State University, Manhattan, Kansas

Course Work & Seminars

- 2020, AI, National USPAP Update Seminar (2020-2021)
- 2019, McKissock, Uniform Appraisal Standards for Federal Land Acquisitions (2016)
- 2019, McKissock, Appraisal of Fast Food Facilities
- 2019, McKissock, Appraisal of Industrial Incubators
- 2018, McKissock, Appraisal of Limited Service Hotels
- 2018, AI, National USPAP Update Seminar (2018-2019)
- 2017, McKissock, Appraisal of Self Storage Facilities
- 2017, McKissock, Appraisal of Land Subject to Ground Leases
- 2016, McKissock, Appraisal of Assisted Living Facilities
- 2016, AI, National USPAP Update Seminar (2016-2017)
- 2015, McKissock, Expert Witness for Commercial Appraisers
- 2015, McKissock, Appraisal of Owner-Occupied Commercial Properties
- 2014, AI, National USPAP Update Seminar (2014-2015)
- 2014, AI, Business Practices and Ethics
- 2013, AI, The Appraiser as Expert Witness: Preparation and Testimony
- 2013, AI, Condemnation Appraising: Principles & Applications
- 2012, AI, Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets
- 2012, AI, Online Eminent Domain
- 2012, AI, National USPAP Update Seminar (2012-2013)
- 2010, IAAO, Hotel Appraisal Seminar
- 2010, AI, Litigation Appraising: Specialized Topics & Applications

Plus numerous upper level courses and seminars between 1992 - 2010



WARREN A. THOMPSON

Certifications

Missouri State Certified General Real Estate Appraiser No. RA 003191

Experience

33 years full-time real estate appraisal experience involving all types of property

Advanced Course Work

Courses

- 2019 McKissock Appraisal of Fast Food Facilities
- 2019 McKissock Advanced Hotel Appraising-Full-Service Hotels
- 2019 McKissock Sales Comparison Approach
- 2018 McKissock, Appraising Assisted Living Facilities
- 2018 McKissock, Land and Site Valuation
- 2018 McKissock, Cost Approach
- 2016 Lowman & Co., Diversification with Direct Capitalization
- 2016 Lowman & Co., Building Green
- 2016 McKissock, Basic Hotel Appraising
- 2013 McKissock, Land and Site Valuation
- 2013 McKissock, Appraising and Analyzing Retail Shopping Centers for Mortgage Underwriting
- 2013 McKissock, Appraisal Applications of Regression Analysis
- 2012 McKissock, REO and Foreclosures
- 2012 McKissock, Appraising Apartments: The Basics
- 2011 McKissock, Appraising and Analyzing Industrial and flex Buildings
- 2011 McKissock, Environmental Issues for Appraisers
- 2010 McKissock, Principles, procedures, & Case Studies
- 2010 McKissock, Land and Site Valuation
- 2010 McKissock, Income Capitalization
- 2008 McKissock, The Cost Approach
- 2008 McKissock, Income Approach
- 2006 McKissock, Appraising the Oddball
- 2000 AI Course 410, Standards of Professional Practice
- 1991 AI, Case Studies in Real Estate Valuation
- 1989 AI, Part B, Capitalization Theory & Techniques
- 1988 AI, Part A, Capitalization Theory & Techniques
- 1988 AIREA, Basic Valuation Procedures
- 1987 AIREA, Real Estate Appraisal Principles

Seminars

- 2020, USPAP Update
- 2018, USPAP Update
- 2016, USPAP Update
- 2014, USPAP Update
- 2012, USPAP Update
- 2010, USPAP Update
- 2008, USPAP Update
- 2007, Analyzing Commercial Lease Clauses
- 2006, USPAP 2006 Update
- 2006, STDB Seminar
- 2006, NFIP-Flood Map Update
- 2006, A Convicted Felon Speaks Out
- 2004, USPAP Update

Miscellaneous

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

A. Grant Park Villas

Zimmerman Properties representative Jeff Beckler presented a request for project support for MHDC funding for the Grant Park Villas located at Adams street north of 58 Highway. He answered questions from Council.

B. City Wide Solid Waste, Recycling, and Bulky Item Program

Assistant City Manager Mike Ekey provided an update on new recommended pricing for the City's solid waste, recycling, and bulky item program. George Constable, owner of Constable Sanitation, answered questions from Council.

C. Senate Bill 153

City Manager Jim Feuerborn provided an overview of Senate Bill 153 and discussed its impact on future Use Tax and Incentive actions by the city. He answered questions from Council.

D. U.S. Census

Development Services Director Jim Cadoret provided an update on the receipt of the final 2020 census numbers. He stated the Census Bureau should have this information available by September 30, 2021.

City Manager Jim Feuerborn discussed the timeline for redistricting and possible impacts on the budget due to delayed results.

E. Candidate Questionnaire

City Manager Jim Feuerborn asked the Council for input and finalization of the candidate questionnaire to be used for Ward 1 candidate interviews on June 28. Councilmembers offered suggestions for changes to the questions and staff clarified the process for the interviews.

F. Other

City Manager Jim Feuerborn reviewed the schedule of meetings for the rest of June.

The work session of the Raymore City Council adjourned at 7:40 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, MAY 18, 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 7:03pm), MAYOR KRIS TURNBOW, MARIO URQUILLA, AND JEREMY MANSUR. ALSO PRESENT WAS CITY PLANNER KATIE JARDIEU, DEVELOPMENT SERVICES DIRECTOR JIM CADORET, CITY ATTORNEY JONATHAN ZERR, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

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 edited minutes of the May 4, 2021 meeting.**
 - b. **Case # 21009: Oak Ridge Farms - Final Plat**

Motion by Commissioner Faulkner, Seconded by Commissioner Urquilla, to approve the consent agenda.

Vote on Motion:

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

Motion passed 8-0-0.

6. Unfinished Business - None

7. New Business -

- a. **Case # 21003: The Prairie at Carroll Farms Rezoning (*public hearing*)**

Chairman Wiggins opened the meeting for public hearing at 7:02 p.m.

Steve Warger, 6127 NW Pine Ridge Circle, Parkville MO 64152 approached the Commission on behalf of the developer of The Prairie at Carroll Farms proposed subdivision. Mr. Warger stated that he is asking for rezoning on this approximately 143-acre property to provide 312 single family homes. He highlighted that the property is situated east of the Cumberland Hills subdivision, abutting Kurzweil Road, and in the middle of the property is the elementary school. The driveway that goes to the elementary school will be incorporated into the road system that is already there, giving them a path in and out. The property has a drainage way

that goes from the northwest to the southeast, and the stream buffer will be preserved with the exception of one street that will cross it. The street is a connection to the extension of Sierra out of the Cumberland Hills subdivision to the west, and will be the only access to the Cumberland Hills subdivision. Mr. Warger stated that there will be three access points along Kurzweil Road, and will provide a turning lane as per a previous traffic study, as well as detention and water quality in the detention pond. There will be a clubhouse and pool, and the developer will be dedicating 11 to 12 acres of parkland in the northeast corner of the property.

Commissioner Urquilla asked Mr. Warger to clarify if this appearance is strictly for the rezoning of the land?

Mr. Warger confirmed that yes, this is for the rezoning. Along with the rezoning, they are requesting minimum lot sizes of 70 feet x 110 feet, although most of the lots are designed to be 75 feet x 130 feet.

City Planner Katie Jardieu provided the staff report, highlighting that the request before the Commission is to reclassify the zoning of approximately 145 acres from "A" Agricultural District and "R-1" Single-Family Residential District to "R-1P" Single-Family Residential Planned District. The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Low Density Residential. Ms. Jardieu added six items into the record, as well as any additional exhibits as presented during the hearing. The property was initially part of the Carroll Master Planned Community in 2006, and the original Memorandum of Understanding (MOU) included a traffic study which accounted for increased traffic to the area. Since this is a smaller portion of the larger Carroll Master Planned Community, the traffic study is still valid and includes the addition of right-turn lanes from Kurzweil into the subdivision. The Preliminary Plat for Colonial Oaks Subdivision, a 118-lot phase of the Carroll Master Planned Community was approved on May 8, 2006, and has since expired in 2015. Ms. Jardieu also stated that a Good Neighbor meeting was held on Thursday, April 28, 2021 in Harrelson Hall at Centerview. 8 residents attended the meeting, along with the developer, Randy Spalding, and Project Engineer Steve Warger. Development Services Director Jim Cadoret and Ms. Jardieu represented City Staff. The Staff Report outlines the questions from residents and how they were best answered. Currently, the property is zoned Agriculture and R-1, R-1P would allow the minimum lot size to be reduced from 8,400 square feet down to 7,700 square feet, the minimum lot depth would go from 100 feet to 110 feet, and the setbacks would be reduced from 30 feet down to 25 feet in the front and rear, and from 30 feet down to 20 feet if adjacent to a stream. The side setbacks would be 7.5 feet, and corner lots would be 15 feet. The applicant intends as part of the Planned District to provide various amenities, including multiple front elevations, a swimming pool, a playground, and open space along the stream corridor.

City Staff recommends the Planning & Zoning Commission accept the staff proposed findings of fact and forward case # 21003, rezoning of 145 +/- acres from "A" Agricultural District and "R-1" Single-Family Residential District to "R-1P" Single-Family Residential Planned District to City Council with a recommendation of approval.

Chairman Wiggins closed the public hearing at 7:09 p.m.

Motion by Commissioner Faulkner, Seconded by Commissioner Bowie, to accept staff proposed findings of fact and forward case #21003 rezoning of 145 +/- acres from "A" Agricultural District and "R-1" Single-Family Residential District to "R-1P" Single-Family Residential Planned District to City Council with a recommendation of approval.

Vote on Motion:

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

Motion passed 9-0-0.

b. Case # 21004: The Prairie at Carroll Farms - Preliminary Plat (*public hearing*)

Chairman Wiggins opened the public hearing at 7:11 p.m.

Mr. Steve Warger appeared before the Commission and stated that he addressed most of the information in the hearing for the rezoning, but is open if anyone has any questions on the Preliminary Plat.

Ms. Jardieu stated in the staff report that this is the hearing for the Preliminary Plat Approval for approximately 145 acres. There are a total of 312 lots and 8 open space tracts. There are six items to enter into the record, including any additional exhibits as presented during the hearing. The Engineering Division of Public Works has reviewed the application, Traffic Study, and Stormwater Study and determined that the proposed plans and specifications comply with the standards adopted by the City of Raymore. The memo is in the packet, or can be supplied upon request. At its April 27, 2021 meeting, the Raymore Parks and Recreation Board voted 5-0 for the recommended approval of the proposed park land dedication of Tract F (11.56 acres) and fee-in-lieu component for the remaining dedication requirement. The Memorandum of Understanding (MOU) includes the language regarding the requirements for the developer to prepare Tract F, including removal of the existing farm pond in the northeast corner, for future use as a park site. A sanitary sewer interceptor is located to the south along the stream. This interceptor is sized to support the development of the subdivision. Easements will need to be acquired to allow connection of the subdivision to the interceptor, and the applicant owns that area as well. The 2020 General Obligation Bond Issue included funding for improvements to Kurzweil Road. The applicant will be required to install turning lanes into the subdivision in accordance with the traffic study. The existing bus access drive that crosses through the property and provides bus access to the school from Kurzweil Road will be removed. A connection to Carroll Farms Parkway will be made as part of the 1st phase of the subdivision. Sierra Drive will provide a vehicular and pedestrian connection between the proposed subdivision and Cumberland Hills Subdivision to the west. A pedestrian connection will be made between Sierra Drive and the future park on Tract F to allow easy access for residents to the park.

Commissioner Fizer asked the applicant what the price range for the homes in this subdivision might be? Are there any one-level homes in the plan for this subdivision?

Mr. Warger stated that it would be very low end, and difficult to say since the housing prices are changing daily. Mr. Warger also stated that if there is room on the lot, one-level houses may be able to be built, but it may be difficult for the square footage of the house. Commissioner Urquilla stated that the packet reads that the homes will start at \$375,000 and up.

Commissioner Faulkner asked Ms. Jardieu if it would be appropriate to add the two findings in the Public Works Memorandum to the City Proposed Findings of Facts?

Ms. Jardieu stated, that yes, they should be added.

Chairman Wiggins closed the public hearing at 7:17pm.

Motion by Commissioner Faulkner, Seconded by Commissioner Urquilla, to accept the staff proposed findings of fact and forward case # 21004, The Prairie at Carroll Farms - Preliminary Plat to the City Council with a recommendation of approval subject to the condition recommended by staff, as well as the two conditions stated in the Public Works Memorandum.

Vote on Motion:

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

Motion passed 9-0-0.

8. City Council Report

City Attorney Jonathan Zerr gave the City Council Report, highlighting that the May 10, 2021 meeting, where the Mayor Pro Tem recognition of the National Police Week proclamation, and the efforts by law enforcement within the community. The other items of business would be the Eastbrooke at Creekmoor 2nd final plat, which was from Cooper Land Development requesting final plat approval of 41 single-family lots along Hampstead Drive, west of North Madison Street. The Commission had the opportunity to consider that at the April 4, 2021 Commission meeting and voted unanimously to approve it, and was treated similarly at the Council for the initial reading of the ordinance. The second item of interest would be The Venue of the Good Ranch final plat. The Planning & Zoning Commission had the opportunity to consider this on April 4, 2021, and voted unanimously on this 6 lot multi-family townhome development. The City Council voted unanimously to approve.

9. Staff Report

Ms. Jardieu stated that the Board of Adjustment met earlier tonight and approved a variance for Mr. Bill Breit, requesting a variance to the side yard setback for the west side of the property, known as South Town Storage on 58 Highway. This will allow for a wall to be built between the abutting property, which is also a storage facility. Ms. Jardieu also requested that the June 1, 2021 Planning & Zoning Commission meeting be cancelled, it was planned to be an annual review of the Unified Development Code, although it can be rescheduled for a later date. Also noted, there is a Good Neighbor meeting for the Saddlebrook Subdivision scheduled on May 19th at

Centerview, and that request will be considered by the Planning & Zoning Commission on June 15, 2021.

10. Public Comment

No public comment.

11. Commission Member Comment

Commissioner Bowie had no comment for the evening.

Commissioner Engert thanked everyone for the packets.

Commissioner Faulkner thanked the City staff, and commented that it was good to see the whole Commission together again, as well as the Staff Members, and we'll see everyone in June.

Commissioner Fizer mentioned that Wednesday, May 26th is the Grand Opening of TB Hanna Station Park, and there will be quite a few concerts this summer at Hawk Ridge Amphitheater.

Commissioner Mansur thanked the City staff.

Commissioner Petermann had no comment for the evening, and thanked everyone for their hard work.

Commissioner Urquilla thanked the staff.

Mayor Turnbow mentioned that the Farmer's Market starts June 1, 2021, and on May 26th, TB Hanna Station Park, the Optimist Club bench, and the Raymore Museum are all opening. Also, at the next meeting, the room will be set up how it normally is. Thank you City Staff.

Chairman Wiggins thanked the City staff.

12. Adjournment

Motion by Commissioner Urquilla, Seconded by Commissioner Mansur, to adjourn the May 4, 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	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Aye

Motion passed 9-0-0.

The May 18, 2021 meeting adjourned at 7:29 p.m.

Respectfully submitted,

Emily Jordan