

AGENDA

Raymore City Council Special Meeting
City Hall – 100 Municipal Circle
Monday, June 21, 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. Public Works (pg 7)
 - B. Parks and Recreation (pg 9)
 - C. City Clerk - Record Destruction (pg 15)
 - D. Communications Report
 - E. Comprehensive Plan
 - F. Monthly Financial Report (pg 19)

7. Committee Reports.

8. Consent Agenda.

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

- A. City Council Minutes, June 14, 2021 (pg 29)
- B. Appointments to the License Tax Review Committee

Reference: - Resolution 21-20 (pg 41)

Section 605.120 of the Raymore City Code provides that the Mayor shall appoint, upon the advice and consent of a majority of the City Council, members of the License Tax Review Committee. The Mayor recommends the appointment of Finance Director, Elisa Williams as the City staff member, and reappointment of existing members.

9. Unfinished Business. Second Reading.

A. The Prairie at Carroll Farms Rezoning

- Reference:
- Agenda Item Information Sheet (pg 45)
 - Bill 3626 (pg 47)
 - Staff Report (pg 49)
 - Planning and Zoning Commission minutes (pg 61)

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.

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| <ul style="list-style-type: none">• City Council, 6/14/2021: Approved 7-0• Planning and Zoning Commission, 05/18/2021: Approved 9-0 |
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B. The Prairie at Carroll Farms Preliminary Plat

- Reference:
- Agenda Item Information Sheet (pg 63)
 - Resolution 21-14 (pg 65)
 - Staff Report (pg 66)
 - Memorandum of Understanding (pg 79)
 - Planning and Zoning Commission minutes (pg 91)
 - Preliminary Plat (pg 93)

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.

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| <ul style="list-style-type: none">• City Council: postponed until 6/21/2021• Planning and Zoning Commission, 5/18/2021: Approved 9-0 |
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C. Award of Contract - Johnston Drive Sanitary Sewer Replacement

- Reference:
- Agenda Item Information Sheet (pg 95)
 - Bill 3628 (pg 97)
 - Contract (pg 99)

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

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| <ul style="list-style-type: none">• City Council, 6/14/2021: Approved 7-0 |
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D. Budget Amendment: Johnston Drive Sanitary Sewer Replacement

Reference: - Agenda Item Information Sheet (pg 145)
- Bill 3627 (pg 147)

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

- City Council, 6/14/2021: Approved 7-0

E. Award of Contract - 2021 Sidewalk Gap Project

Reference: - Agenda Item Information Sheet (pg 149)
- Bill 3629 (pg 151)
- Contract (pg 153)

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.

- City Council, 6/14/2021: Approved 7-0

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

Reference: - Agenda Item Information Sheet (pg 193)
- Bill 3630 (pg 195)
- Proposal (pg 197)

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.

- City Council, 6/14/2021: Approved 7-0

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

Reference: - Agenda Item Information Sheet (pg 207)
- Bill 3632 (pg 209)
- Constable Sanitation Notice letter (pg 211)

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.

- City Council, 6/14/2021: Approved 7-0

H. Acceptance of Bliss Associates Proposal for Appraisal Services

- Reference: - Agenda Item Information Sheet (pg 213)
- Bill 3633 (pg 215)
- Agreement (pg 217)

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.

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| <ul style="list-style-type: none">• City Council, 6/14/2021: Approved 7-0 |
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10. New Business. First Reading.

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

12. Mayor/Council Communication.

13. Adjournment.

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports



PUBLIC WORKS MONTHLY REPORT

June 2021

ENGINEERING DIVISION

Projects Under Construction

City Hall StormWater Improvements--Complete
Centerview Phase II
FY 2021 Curb Replacement Project

Projects Under Design

2020 Inflow and Infiltration correction project
Johnston Drive Extension Dean Ave to Outer Road
Ward Road Reconstruction

Development Under Construction

- Van Trust (Dean Ave. extension)
- Lofts at Foxridge
- Compass Health
- Eastbrook at Creekmoor
- Venue of the Good Ranch

OPERATIONS & MAINTENANCE DIVISION

- 173 City Hall Work Orders
- 4 Feet of Curb Patched
- 25 Driveway Approach Inspections
- 13 Final ROW Inspections
- 468 Line Locates
- 6 Hydrants Flushed
- 2 ADA Ramps Mudjacked
- 388 Feet/85 Panels of Sidewalk Mudjacked
- 267 Potholes patched
- 1 Water Meter Radio Replaced
- 8 Sewer Inspections
- 91 Water Services Shut off for Non Payment
- 13 Sidewalk Inspection
- 4 Water Inspections
- 24 Water Samples
- 4 Water Taps
- 40 Service Requests Completed

MONTHLY REPORT

June 2021

Highlights

Week of June 1, 2021

- Recreation Superintendent Jimmy Gibbs cleaned water jets, balanced chemical levels and conducted an overall inspection of the Variety KC All-Inclusive Sprayground at T.B. Hanna Station.
- The Raymore Parks and Recreation Summer Day Camp completed the first week of the summer. More than 100 campers participated in the LEGO themed week.
- Work continues in planning the Spirit of America Celebration scheduled for July 2nd at Recreation Park.
- Recreational baseball, softball & tee ball pictures were held this week at Recreation Park and Memorial Park.
- Tiny Tee ball begins this week on Thursday and Saturday at Memorial Park. Each class has been filled to capacity.
- Park Maintenance staff worked on irrigation at Centerview, City Hall and the RAC. The crew also planted flowers at the round-a-bouts at Dean Avenue and South Madison Str.
- The timer switch at the tennis courts at Recreation Park has been repaired.
- Parks and Recreation Director Nathan Musteen participated in an online continuing educational session hosted by MPRA.

Week of June 7, 2021

- Parks crews applied an improved surface at the Variety KC Sprayground at T.B. Hanna Station. Jets and sprays were also adjusted to change-up the experience.
- Park Maintenance staff began work on our new Sunflower Patch at Moon Valley Park. In a partnership with Councilmember Berendzen using his antique tractor, park staff will begin planting in late June. We will be posting updates on the project on our Facebook page highlighting the process--including photos of the sunflowers!
- Park Maintenance staff worked on the irrigation system at Municipal Circle.
- Director Musteen and Superintendents Gibbs and Rulo conducted internal budget meetings. The team also met with Finance Director Elisa Williams and accountant Alexa Williams to review budgetary items.
- It was a busy week of rentals and reservations including a garden club meeting, a very large wedding reception and 10 shelter reservations.
- Athletic Coordinator Todd Brennon worked to complete spring end-of-season activity reports. He also received .2 CEU's toward professional certification renewal by completing online educational classes through the National Recreation and Park Association.

- Raymore Summer Camp kicked off an awesome week of “Heroes and Villains.” Campers spent all week making their own comic books. One was even a story of a pig that turned into bacon. Pretty cool!
- Recreation Coordinator Corinne Daut secured several food trucks and entertainment vendors for the upcoming Spirit of America event July 2.
- Athletic Coordinator Todd Brennon reported a strong week of baseball, softball and T-Ball games: 32 games at Recreation Park, 11 games at Memorial Park.
- Recreation Coordinator Corinne Daut introduced 5 new summer camp staff to the team.
- Athletic Coordinator Brennon attended the South Metro Sports Coordinators meeting in Belton.
- In cooperation with the [Cass County Public Library](#), Memorial Park was home to [Tales on the Trails Storywalk](#), June 7-12. “A StoryWalk® combines the pleasures of reading wonderful children’s books aloud with all the joys and benefits of walking together outdoors. This fun, educational activity places the pages from a children’s story along a popular walking route in your community.” (Boston Children’s Museum, 2021)
- Parks and Recreation Director Nathan Musteen traveled to Jefferson City to attend the Missouri Parks and Recreation Association board meeting. Musteen concludes his year of serving as the Region 1 Director for the Northwest part of Missouri.
- The Parks and Recreation Board met in a work session on Tuesday. Topics of discussion included general park and recreation updates, the 5-year Capital Improvement Plan and the Parks and Recreation master plan.



Week of June 14, 2021

- Parks Maintenance staff repaired irrigation damage and replaced the irrigation pump at City Hall.
- Park Administrative staff participated in FY22 Budget meetings.
- Parks Maintenance staff planted flowers in the City Hall landscaping, cleaned up landscaping islands at the Round-a-bout at Recreation Park.
- Park Staff prepared Recreation Park Baseball Complex for a USSSA 10AA Baseball Tournament. 16 teams participated in 3 days of play over the weekend.
- Athletic Coordinator Todd Brennon participated in National Youth Sports Alliance webinar on Trans-Inclusion, Building Transgender Athlete Inclusion Policies.
- Raymore Summer Camp wrapped up a great week of “Detective Week.” Campers participated in forensic science activities.

- Recreation baseball/softball teams will receive end of season awards this week as the 2021 season comes to an end.
- Athletic Coordinator Todd Brennon scheduled 28 games at Recreation Park and 10 games at Memorial Park.

Centerview

Garden Club meeting
Baby shower
Hope Haven Annual Meeting and Dinner
3 HOA Meetings
1 wedding reception
Eagles Community Outreach Fundraiser
Medicare Workshop

The Raymore Activity Center

Fearless Dance Company Recital
Several Volleyball Rentals
Adult Drop-In Volleyball

The Raymore Activity Center

41 Picnic Shelter Rentals



They still have their secrets.

MOVIE IN THE BARK

Friday, June 18, Dusk
T.B. Hanna Station

Join us for a free viewing of
The Secret Life of Pets 2

Bring your dog!
DOGS MUST BE LEASHED AND CURRENT ON VACCINATIONS.

Bring blankets or chairs.
Popcorn & refreshments provided by South Metro Fire District.
Treats for the doggos provided!

Sponsored by
Community Bank
RAYMORE • PECULIAR
HARRISONVILLE
www.cbonline.net



A large photograph of a fireworks display at night, with several bursts of light in white, red, and purple against a dark sky. The fireworks are set against a silhouette of trees and buildings in the background.

THE CITY OF RAYMORE'S

Spirit of America

★ *Celebration* ★

7 P.M. ★ FRIDAY, JULY 2 ★ RECREATION PARK

- Free admission
- Live music
- Food trucks & concessions
- Activities
- Fireworks show at dusk

The logo for Raymore parks & recreation, identical to the one in the top left, is positioned in the bottom right corner of the flyer.



MINI MUD RUN

- ▶ **FRIDAY, AUG. 20**
- ▶ **HAWK RIDGE PARK**
NEXT TO SOCCER PRACTICE FIELDS
- ▶ **HEAT 1: 5:30 P.M. CHECK IN**
- ▶ **HEAT 2: 6 P.M. CHECK IN**
- ▶ **HEAT 3: 6:30 P.M. CHECK IN**

Join the Raymore Parks & Recreation Department for the Mini Mud Run! Children ages 4-12 can run through a number of outdoor obstacles with a little mud & water along the way! Register online at www.raymore.com/parks or call 816-322-2791.



Early Bird Deadline: July 9 - \$15
Registration Deadline: Aug. 13 - \$25
Walk-up Registration: Aug. 20 - \$35

Sponsored by:





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 21, 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	

TITLE / ISSUE / REQUEST

Information only - Destruction of records

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.1.3-Continuously improve the City's governance processes

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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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

Exhibit A

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

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

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

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

Staff witnessed the shredding destruction on June 17, 2021 in accordance with the practice outlined by the Secretary of State's office above. Exhibit A of this memo, serves as the permanent record and shall be attached to the City Council minutes for this meeting.

RECORD DESTRUCTION 2021 EXHIBIT A

Accounts Payable		
173	FY 15 AP A - C MISC	GS-007
174	FY 15 AP CA - G	GS-007
175	FY 15 AP H - K	GS-007
176	FY 15 AP M	GS-007
177	FY 15 AP N - R	GS-007
178	FY 15 AP S - U	GS-007
179	FY 15 AP V - Z - VOIDED CHECKS - MEMOS	GS-007
180	FY 15 VISA'S 11/01/14 - 02/27/15	GS-007
181	FY 15 VISA'S 03/27/15 - 06/26/15	GS-007
182	FY 15 VISA'S 07/28/15 - 10/28/15	GS-007
City Clerk		
2021-001	2017 Open Record Requests, The Pitt Grill & Bar OL/LL/revocations 2016-2018, Misc Legal Files, 2013 Citizen Petitions-unsuccessful charter amendments 10.3(a) and 3.7(c) , 2016 Certified Copy Requests	GS058, GS066 MRS 0039, GS066
2021-002	2017 Occupational Licenses A-L	GS050
2021-003	2017 Occupational Licenses M-Z, NDB, returned Occ letters, 2016-17 Publication Affidavits	GS050, GS022
Court		
CT21-01	2015 FINANCIALS (JAN-MARCH)	Court Operating Rule 8
CT21-02	2015 FINANCIALS (APRIL-JUNE)	Court Operating Rule 8
CT21-03	2015 FINANCIALS (JULY-SEPT)	Court Operating Rule 8
CT21-04	2015 FINANCIALS (OCT-DEC)	Court Operating Rule 8
CT21-05	2017 3 YEAR CLOSED CASES (A-Z)	Court Operating Rule 8
CT21-06	2008 12 YEAR HOLDS	Court Operating Rule 8
CT21-07	2017 3 YEAR HOLDS (A-DOY)	Court Operating Rule 8
CT21-08	2017 3 YEAR HOLDS (E-LIU)	Court Operating Rule 8
CT21-09	2017 3 YEAR HOLDS (LIV-ROBINSON)	Court Operating Rule 8
CT21-10	2017 3 YEAR HOLDS (RODGERS-Z)	Court Operating Rule 8
Development Svcs		
DS21-01	Residential Building Plans - 2014	GS-099
DS21-02	Residential Building Plans - 2014	GS-099
DS21-03	2014 Res. Building Plans, 2009 Commercial Plan	GS-099
DS21-04	Residential Building Plans - 2015	GS-099
DS21-05	Residential Building Plans - 2015	GS-099
DS21-06	Residential Building Plans - 2015	GS-099
DS21-07	G Permits - fences/roofs/decks/pools 2008-2019	GS-052
Finance		
42	FY 15 REVENUES - AUDIT	GS-074
43	FY 15 MONTH END FILES	GS-010
44	FY 15 MONTH END FILES	GS-010
Parks		
PK 30	2018 Sport Background checks, 2018 Summer Camp Registrations w/sign and DOB, 20219 bank deposit slips	GS010, GS062, GS065
PK 29	2017 concession paperwork & receipt tapes, sport registrations 2017	GS 065, GS1403, GS1404
Public Works		
PW-0036	Public Works 2016 Locates Jan-Jun GS 020	GS-020
PW-0037	Public Works 2016 Locates Jul-Dec GS 020	GS-020
RFQ/RFQ		
20	2009-2010 AUDIO EQUIPMENT & REBID, BOND COUNSEL, CANTER RIDGE STORM, CITY HALL UPPER LEVEL PAINTING, CITY HALL PARKING LOT	GS-055
21	2009-2010 PARKING LOT REBID, 2010 CURB REPLACEMENT, FACILITATOR SERVICES, FINANCIAL ADVISORY, HAWK RIDGE PARK PARKING LOT, 58 HWY PHASE 1 ARRA	GS-055

22	2009-2010 58 HWY PHASE II, 58 HWY PHASE III, 58 HWY TESTING, JOHNSTON PKWY TURN LN, KENTUCKY RD WATER TANK, LAMPKINS FORK INTERCEPTOR, LANDSCAPE ROUNDABOUT, LOT MOWING SERVICES, MEMORIAL PARK BALL FIELD, MEMORIAL PARK COURTYARD	GS-055
23	2009-2010 N MADISON ST & STORM DESIGN, OGL - 58 HWY COMMUNICATIONS, ORIGINAL RAYMORE LIGHTING, ORGANIZATIONAL STUDY (CONTINUED IN BOX 24)	GS-055
24	2009-2010 OLD TOWN PARK EQUIPMENT, OWN GOOD FORCE MAIN, PARK PAVING PROJECTS & REBID, PRIORITY B STORM WATER, PRIORITY B ELM-JEFFERSON **OWEN GOOD FORCE MAIN INSPECTION IN BOX 25	GS-055
25	2009-2010 OWEN GOOD FORCE MAIN INSPECTION, PRIORITY B MONROE-OLIVE, PRIORITY B LUCY WEBB, REVIEW PRINTING, SALT SAND SPREADER, SIDEWALK CONSTRUCTION, SALARY STUDY (CONTINUED IN BOX 26)	GS-055
26	2009-2010 SALARY STUDY, S MADISON RECONSTRUCTION	GS-055
27	2009-2010 2010 STREET PRESERVATION, PW STORAGE BLDG & REBID, TRASH/DEBRIS CODE ENFORCEMENT, TRASH/RECYCLING RESIDENTIAL	GS-055
28	2009-2010 VENDING SUPPLIES, WATER MASTER PLAN UPDATE	GS-055
Utilities		
167	JAN-NOV 2015 RE READS, JAN-JUNE 2016 RE READS AND BILLING BACK UP	GS020
184	cash receipts - Nov-Dec 2019, Jan-Apr 2020	GS008
146	WORK ORDERS 7-2014 TO 12-2014, MISC 2014 WORK ORDER, 2014 WINTER AVG FORMS	GS020
154	JAN-MAY 2015 WORK ORDERS, DEC-2014-OCT 2015 BANK DEP SLIPS, JAN 2016 RE-READS	GS020

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period May 1, 2021 to May 31, 2021.

May Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

58.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 67.79% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected at 99.06%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues as a whole are tracking below straight line at 51.98%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly above straight line budget at 61.85%. City sales taxes are at 62.69% while state shared gasoline and vehicle taxes are at 60.89%.
- Fees and Permit revenues collected are tracking above straight line budget at 156.92%. This is primarily due to the 109 single family residential building permits have been issued out of the 100 budgeted starts. In addition, we have issued 12 commercial building permits and this line item is 751.69% above straight line budget.
- License revenues collected are tracking as expected at 82.09% of straight line budget. Occupational license revenues collected are tracking as expected. Staff anticipates a small amount of occupational licenses throughout the spring and summer for new builders to the area. Liquor licenses are processed in June after the public hearing.
- Municipal Court revenues collected are below straight line budget at 44.58%. This is primarily due to the COVID-19 Pandemic. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

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

- The Administration Department completed the Citizen Survey for FY21 putting it above straight line budget.
- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Street Department is currently at 62.25% of straight line budget primarily due to Salt/Sand purchases as a result of the harsh winter months.
- The Finance department is currently at 59.76% of straight line budget primarily due to the completion of the annual audit.

Parks & Recreation Fund

Revenue:

Revenues are at 59.68% of budget, 58.33% of the way through the year; normal for this time of the year. Recreation Activity Center revenues increased in May with Summer Camp registrations. Rental revenues also increase in May for the RAC and Centerview. These are expected to continue to increase in summer and fall as Covid-19 restrictions are eased and the facilities are once again available for rental. Staff will monitor all revenue sources closely.

Expenditures:

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue; due to the Covid-19 Pandemic, expenses are below straight line budget. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 58.30% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: MAY 31ST, 2021

01 -GENERAL FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,627,940.00	8,033.69	1,612,567.89	0.00	15,372.11	99.06
FRANCHISE TAXES	0.00	0.00	0.00	2,205,109.00	137,211.20	1,146,145.94	0.00	1,058,963.06	51.98
SALES TAXES	0.00	0.00	0.00	3,574,758.00	350,818.07	2,210,994.70	0.00	1,363,763.30	61.85
FEES AND PERMITS	0.00	0.00	0.00	211,305.00	43,204.06	331,570.54	0.00	(120,265.54)	156.92
LICENSES	0.00	0.00	0.00	123,243.00	1,685.00	101,170.01	0.00	22,072.99	82.09
MUNICIPAL COURT	0.00	0.00	0.00	327,167.00	26,391.70	145,843.40	0.00	181,323.60	44.58
MISCELLANEOUS	0.00	0.00	0.00	494,233.00	21,076.35	394,848.81	0.00	99,384.19	79.89
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,623,988.00	134,832.34	962,726.38	0.00	661,261.62	59.28
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	10,187,743.00	723,252.41	6,905,867.67	0.00	3,281,875.33	67.79
<u>COVID-19</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	960,360.83	0.00	(960,360.83)	0.00
TOTAL COVID-19	0.00	0.00	0.00	0.00	0.00	960,360.83	0.00	(960,360.83)	0.00
TOTAL REVENUES	0.00	0.00	0.00	10,187,743.00	723,252.41	7,866,228.50	0.00	2,321,514.50	77.21
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	541,362.00	(16,780.17)	323,900.81	0.00	217,461.19	59.83
ADMINISTRATION	0.00	0.00	0.00	1,345,937.67	127,911.81	1,062,934.87	10,585.66	272,417.14	79.76
INFORMATION TECHNOLOGY	8,739.88	7,935.58	804.30	615,336.41	41,027.31	432,006.77	8,742.82	174,586.82	71.63
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	159,934.18	7,151.68	80,135.90	630.99	79,167.29	50.50
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	733,110.25	58,602.62	416,473.67	1,426.83	315,209.75	57.00
ENGINEERING	0.00	0.00	0.00	447,537.61	35,631.82	212,790.17	2,697.61	232,049.83	48.15
STREETS	10,894.66	10,894.66	0.00	825,133.87	55,030.54	513,033.13	606.99	311,493.75	62.25
BUILDING & GROUNDS	0.00	0.00	0.00	354,623.07	37,617.08	176,880.21	9,185.75	168,557.11	52.47
STORMWATER	0.00	0.00	0.00	296,390.87	20,891.81	152,484.25	143.36	143,763.26	51.50
COURT	0.00	0.00	0.00	141,669.74	10,939.34	68,757.40	1,231.63	71,680.71	49.40
FINANCE	0.00	0.00	0.00	690,877.31	46,770.60	408,514.54	4,333.04	278,029.73	59.76
COMMUNICATIONS	3,467.00	3,293.65	173.35	198,020.46	18,550.04	96,505.85	(400.40)	101,915.01	48.53
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	12,000.00	2,000.00	10,400.00	57.38
POLICE	0.00	0.00	0.00	4,115,076.67	316,313.10	2,385,290.01	13,222.13	1,716,564.53	58.29
EMERGENCY MANAGEMENT	0.00	0.00	0.00	128,027.91	10,420.12	73,426.02	2,603.74	51,998.15	59.39
COVID-19	3,290.90	3,290.90	0.00	0.00	246.81	30,642.69	(3,290.90)	(27,351.79)	0.00
TOTAL EXPENDITURES	26,392.44	25,414.79	977.65	10,617,438.02	772,324.51	6,445,776.29	53,719.25	4,117,942.48	61.22
REVENUES OVER/(UNDER) EXPENDITURES	(26,392.44)	25,414.79	(977.65)	(429,695.02)	(49,072.10)	1,420,452.21	(53,719.25)	(1,796,427.98)	318.07-

25 -PARK FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	434,873.00	2,162.99	434,160.86	0.00	712.14	99.84
MISCELLANEOUS	0.00	0.00	0.00	11,500.00	470.18	4,911.77	0.00	6,588.23	42.71
FACILITY RENTAL REVENUE	0.00	0.00	0.00	7,350.00	2,047.50	7,163.75	0.00	186.25	97.47
TRANSFERS - INTERFUND	0.00	0.00	0.00	556,192.00	46,349.33	324,445.31	0.00	231,746.69	58.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,009,915.00	51,030.00	770,681.69	0.00	239,233.31	76.31
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	65,000.00	5,970.00	10,690.50	0.00	54,309.50	16.45
FACILITY RENTAL REVENUE	0.00	0.00	0.00	32,900.00	1,400.00	2,400.00	0.00	30,500.00	7.29
PROGRAM REVENUE	0.00	0.00	0.00	211,970.00	2,295.00	96,770.96	0.00	115,199.04	45.65
TOTAL RECREATION DIVISION	0.00	0.00	0.00	309,870.00	9,665.00	109,861.46	0.00	200,008.54	35.45
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	62,125.00	5,522.50	18,288.75	0.00	43,836.25	29.44
PROGRAM REVENUE	0.00	0.00	0.00	6,600.00	0.00	280.00	0.00	6,320.00	4.24
TOTAL CENTERVIEW	0.00	0.00	0.00	68,725.00	5,522.50	18,568.75	0.00	50,156.25	27.02
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,700.00	66.00	522.00	0.00	2,178.00	19.33
CONCESSION REVENUE	0.00	0.00	0.00	5,400.00	94.50	317.50	0.00	5,082.50	5.88
FACILITY RENTAL REVENUE	0.00	0.00	0.00	9,325.00	1,915.50	17,691.00	0.00	(8,366.00)	189.72
PROGRAM REVENUE	0.00	0.00	0.00	179,740.00	19,412.00	28,762.00	0.00	150,978.00	16.00
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	197,165.00	21,488.00	47,292.50	0.00	149,872.50	23.99
TOTAL REVENUES	0.00	0.00	0.00	1,585,675.00	87,705.50	946,404.40	0.00	639,270.60	59.68
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	882,358.50	69,201.19	498,963.53	8,280.60	375,114.37	57.49
RECREATION DIVISION	0.00	0.00	0.00	323,138.50	39,441.62	184,471.44	1,925.27	136,741.79	57.68
CENTERVIEW	0.00	0.00	0.00	92,782.00	4,646.08	29,910.60	951.16	61,920.24	33.26
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	227,674.50	15,828.57	79,354.70	1,714.00	146,605.80	35.61
TOTAL EXPENDITURES	0.00	0.00	0.00	1,525,953.50	129,117.46	792,700.27	12,871.03	720,382.20	52.79
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	59,721.50	(41,411.96)	153,704.13	(12,871.03)	(81,111.60)	235.82

50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	52,187.00	1,463.89	24,908.77	0.00	27,278.23	47.73
UTILITY REVENUE	0.00	0.00	0.00	8,855,967.00	721,493.16	5,168,070.22	0.00	3,687,896.78	58.36
TRANSFERS - INTERFUND	0.00	0.00	0.00	84,525.00	7,043.75	49,306.25	0.00	35,218.75	58.33
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	8,992,679.00	730,000.80	5,242,285.24	0.00	3,750,393.76	58.30
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.26	4.52	0.00	(4.52)	0.00
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	0.00	0.26	4.52	0.00	(4.52)	0.00
TOTAL REVENUES	0.00	0.00	0.00	8,992,679.00	730,001.06	5,242,289.76	0.00	3,750,389.24	58.30
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	350,000.00	0.00	250,000.00	58.33
WATER	0.00	0.00	0.00	3,182,078.00	225,794.21	1,574,753.11	1,615.81	1,605,709.08	49.54
SEWER	0.00	0.00	0.00	3,675,049.50	166,327.24	1,706,972.74	12,743.53	1,955,333.23	46.79
SOLID WASTE	0.00	0.00	0.00	1,739,728.00	135,865.10	812,347.15	0.00	927,380.85	46.69
SRF SEWER BONDS	0.00	0.00	0.00	0.00	0.00	208.00	0.00	(208.00)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	9,196,855.50	577,986.55	4,444,281.00	14,359.34	4,738,215.16	48.48
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	(204,176.50)	152,014.51	798,008.76	(14,359.34)	(987,825.92)	383.81-

Investment Monthly Report

Investments Held at 05/31/2021

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/10/20	1560	CBR	CD		12/10/21	2,000,000.00	2,000,000.00	0.2000	2,000,000.00
12/10/20	1552	CBR	CD		12/10/21	2,500,000.00	2,500,000.00	0.2000	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,125,144.18	2,125,144.18	2.4100	2,125,144.18
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,016,287.13	1,016,287.13	2.4100	1,016,287.13
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,102,710.70	1,102,710.70	2.4100	1,102,710.70
08/26/20	934746	NASB	CD		08/25/21	2,000,000.00	2,000,000.00	0.2000	2,000,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/21	699,769.30	699,769.30	0.2000	699,769.30
09/11/20	901488	CBR	CD		09/11/21	2,000,000.00	2,000,000.00	0.2100	2,000,000.00

Investment Total

13,443,911.31 13,443,911.31

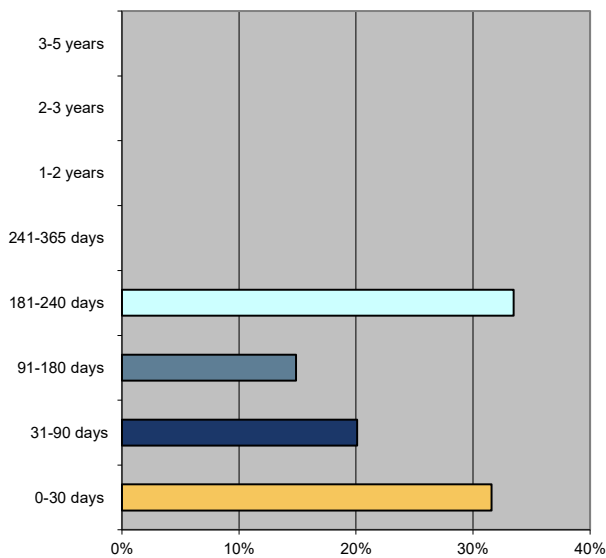
13,443,911.31

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

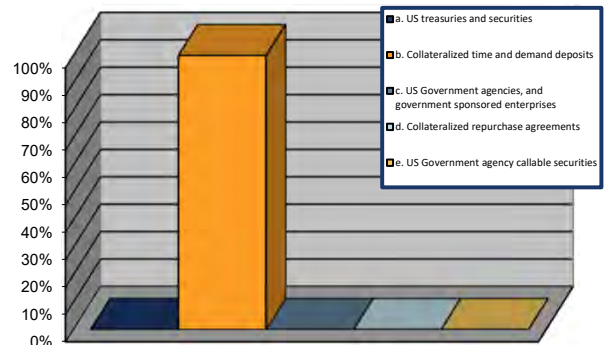
Average Annual Rate of Return: **0.8992**

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

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Quarter

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
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Average Rate of Return on Maturities:

May Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied
Emergency Mgmt. Performance Grant - 2022 (July 2021 - June 2022)	FEMA	\$54,428.30 (50% match)	Emer. Mgmt. activities incl: salaries, benefits, equip., supplies, training & travel	Spring 2021	Pending

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2020 - Sept. 2021)	MoDOT (Traffic & Hwy. Safety Division)	\$7,500 (no match)	\$0.00	\$0.00	9/30/21
State & Community Hwy. Safety Grant - HMV (Oct. 2020 - Sept. 2021)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$0.00	\$0.00	9/30/21
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2020 (Jan. - June 2021)	FEMA	\$80,683.46 (50% match)	\$61,846.02	\$61,846.02	06/30/21
Cares Act - COVID19	Cass County		\$1,124,198	\$1,124,198	12/31/20
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, JUNE 14, 2021 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, 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.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

City Clerk Erica Hill provided a review of the staff report included in the Council packet regarding the issuance of permits for the sale of fireworks.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. He announced upcoming items of the Planning & Zoning Commission.

Emergency Management Director Ryan Murdock provided an update on the CERT program and noted new FEMA requirements for grant funding.

City Manager Jim Feuerborn reviewed the upcoming meeting schedule. 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 vacant Ward 1 seat.

- 7. Committee Reports.**
- 8. Consent Agenda.**
 - A. City Council regular meeting minutes, May 24, 2021**
 - B. Resolution 21-16: TB Hanna Playground Equipment - Acceptance and Final Payment**
 - C. Resolution 21-17: TB Hanna Sprayground Equipment - Acceptance and Final Payment**
 - D. Resolution 21-18: Willowind Gravity Sewer Project - Acceptance and Final Payment**
 - E. Resolution 21-19: 2020 Curb Replacement Project - Acceptance and Final Payment**

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

DISCUSSION: None

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

9. Unfinished Business. Second Readings.

A. Easement Vacation - 1307 Granton Lane

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 second reading of Bill 3624 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second 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	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3624 as **Raymore City Ordinance 2021-027.**

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 second reading of Bill 3623 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman 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	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3623 as **Raymore City Ordinance 2021-028**.

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 second reading of Bill 3622 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second 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	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3622 as **Raymore City Ordinance 2021-029**.

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 second reading of Bill 3625 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve

the second reading of Bill 3625 by title only.

DISCUSSION: none

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

Mayor Turnbow announced the motion carried and declared Bill 3625 as **Raymore City Ordinance 2021-030**.

10. New Business. First Readings.

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

BILL 3626: "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."

City Clerk Erica Hill conducted the first reading of Bill 3626 by title only.

Mayor Turnbow opened the public hearing at 7:17 p.m. and called for a staff report.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. 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. This public hearing was properly advertised in *The Journal* and he asked for the mailed notices to adjoining property owners, notice of publication, Unified Development Code, application, Growth Management Plan, and staff report to be entered into the record. A Good Neighbor meeting was held on April 28; comments and questions from that meeting were included in the staff report. 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 accept the proposed findings of fact and recommend approval of the rezoning. He answered questions from Council.

Mayor Turnbow opened the public hearing for public comment and hearing none, closed the public hearing at 7:22 p.m.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3626 by title only.

DISCUSSION: None

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

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

RESOLUTION 21-14: "A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE PRAIRIE AT CARROLL FARMS PRELIMINARY PLAT."

City Clerk Erica Hill conducted the reading of Resolution 21-14 by title only.

Mayor Turnbow opened the public hearing at 7:23 p.m. and called for a staff report.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. 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. This public hearing was properly advertised in *The Journal* and he asked for the mailed notices to adjoining property owners, notice of publication, Unified Development Code, application, Growth Management Plan, and staff report to be entered into the record. 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. At its May 18, 2021, meeting the Planning and Zoning Commission voted 9-0 to accept the proposed findings of fact and recommend approval. He requested this item be postponed until the June 21 meeting as the rezoning would need to be approved before the preliminary plat is considered. He answered questions from Council.

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

MOTION: By Councilmember Townsend, second by Councilmember Holman to continue Resolution 21-14 to the June 21, 2021 meeting.

DISCUSSION: None

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

Councilmember Holman	Aye
Councilmember Townsend	Aye

C. Support of Application to MHDC for Grant Park Villas

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."

City Clerk Erica Hill conducted the reading of Resolution 21-15 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. 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.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 21-15 by title only.

DISCUSSION: None

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

D. Award of Contract - Johnston Drive Sanitary Sewer Replacement

BILL 3628: "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."

City Clerk Erica Hill conducted the first reading of Bill 3628 by title only.

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

Council packet. 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. 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.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3628 by title only.

DISCUSSION: None

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

E. Budget Amendment - Johnston Drive Sanitary Sewer Replacement

BILL 3627: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2021 CAPITAL BUDGET TO PROVIDE FUNDING FOR THE JOHNSTON DRIVE SANITARY SEWER REPAIRS."

City Clerk Erica Hill conducted the first reading of Bill 3627 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. Staff is requesting to amend the FY 2021 Capital Budget to provide funding in the amount of \$325,250 for the Johnston Drive Sanitary Sewer Project.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3627 by title only.

DISCUSSION: None

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

F. Award of Contract - 2021 Sidewalk Gap Project

BILL 3629: "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."

City Clerk Erica Hill conducted the first reading of Bill 3629 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 sidewalk along Johnston Drive, Foxridge Drive, Prairie Lane, and Adams Street as shown on the attached map. 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.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3629 by title only.

DISCUSSION: None

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

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

BILL 3630: "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."

City Clerk Erica Hill conducted the first reading of Bill 3630 by title only.

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

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3630 by title only.

DISCUSSION: None

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

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

BILL 3632: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2021 BUDGET TO UPDATE THE SCHEDULE OF FEES FOR RESIDENTIAL TRASH SERVICE."

City Clerk Erica Hill conducted the first reading of Bill 3632 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. 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 monthly bulky item pick-up will not change. He answered questions from Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3632 by title only.

DISCUSSION: None

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

I. Acceptance of Bliss Associates Proposal for Appraisal Services

BILL 3633: "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."

City Clerk Erica Hill conducted the first reading of Bill 3633 by title only.

City Attorney Jonathan Zerr provided a review of the staff report included in the Council packet. 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.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3633 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember 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 noted the proposed subdivisions being planned, recognized the activity at the new splash park at TB Hanna Station, thanked Constable Sanitation, and thanked staff for their work in improving Raymore.

13. Adjournment.

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

DISCUSSION: None

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

Councilmember Holman	Aye
Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 7:59 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 21-20

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

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

WHEREAS, the Citizen, Developer and City staff terms have expired.

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

Section 1. The Council consents to the Mayor's appointment of the following individuals to the Raymore License Tax Review Committee for a two-year term and until a successor is appointed:

Jack Hopkins	Citizen
Kerri O'Connor	Citizen
Gib Good	Local Developer
Elisa Williams	Staff Appointment

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 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

Unfinished 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
----------------------	--------------------

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

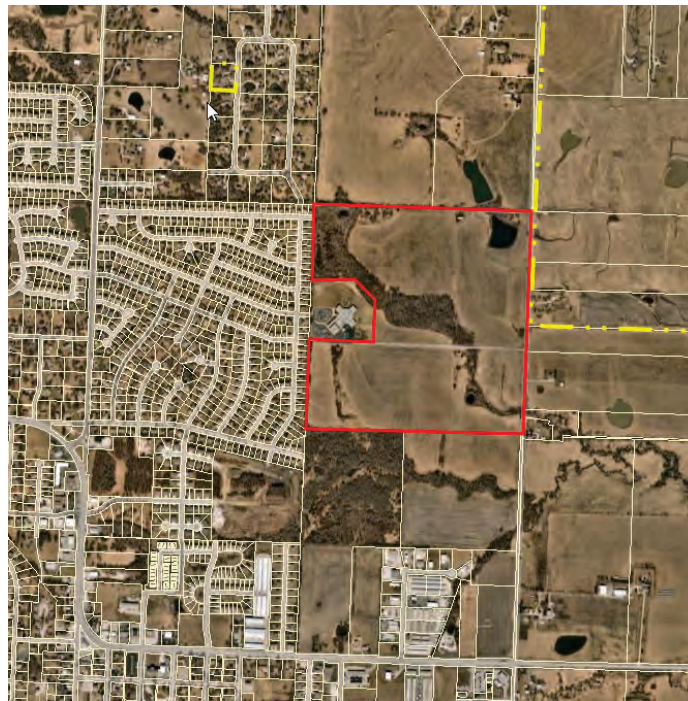
Re: **Case #21003 The Prairie at Carroll Farms Subdivision - Rezoning R-1 & A to R1-P**

GENERAL INFORMATION

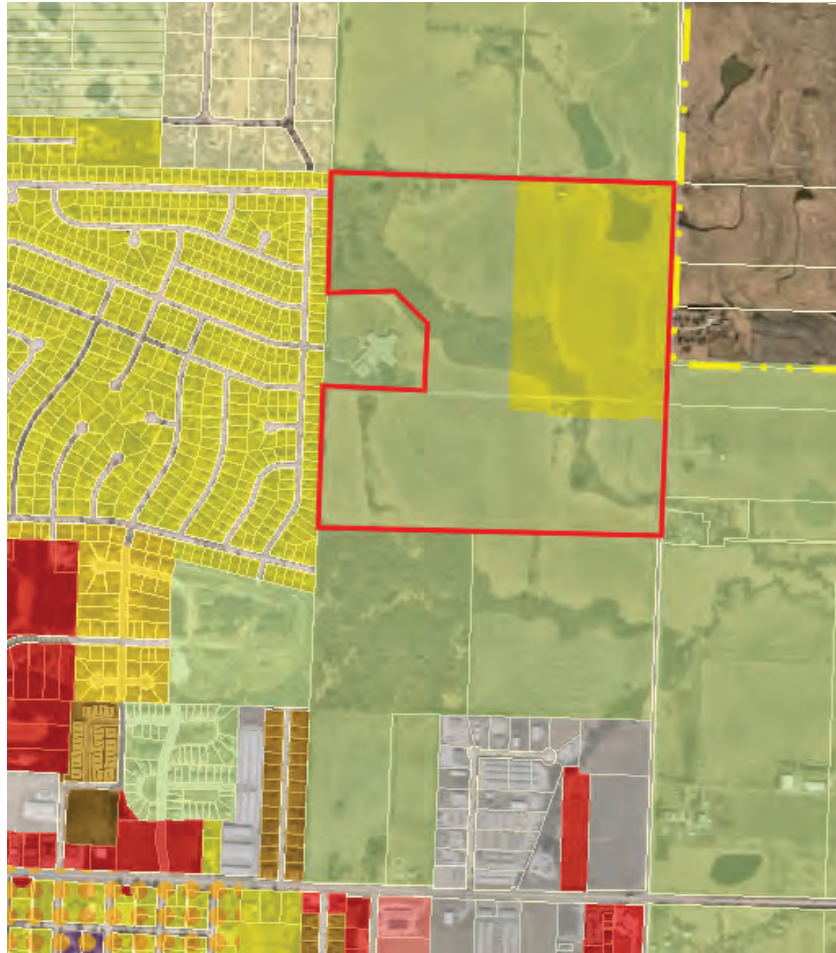
Applicant: Danny Carroll
1100 E Walnut
Raymore, MO 64083

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 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 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

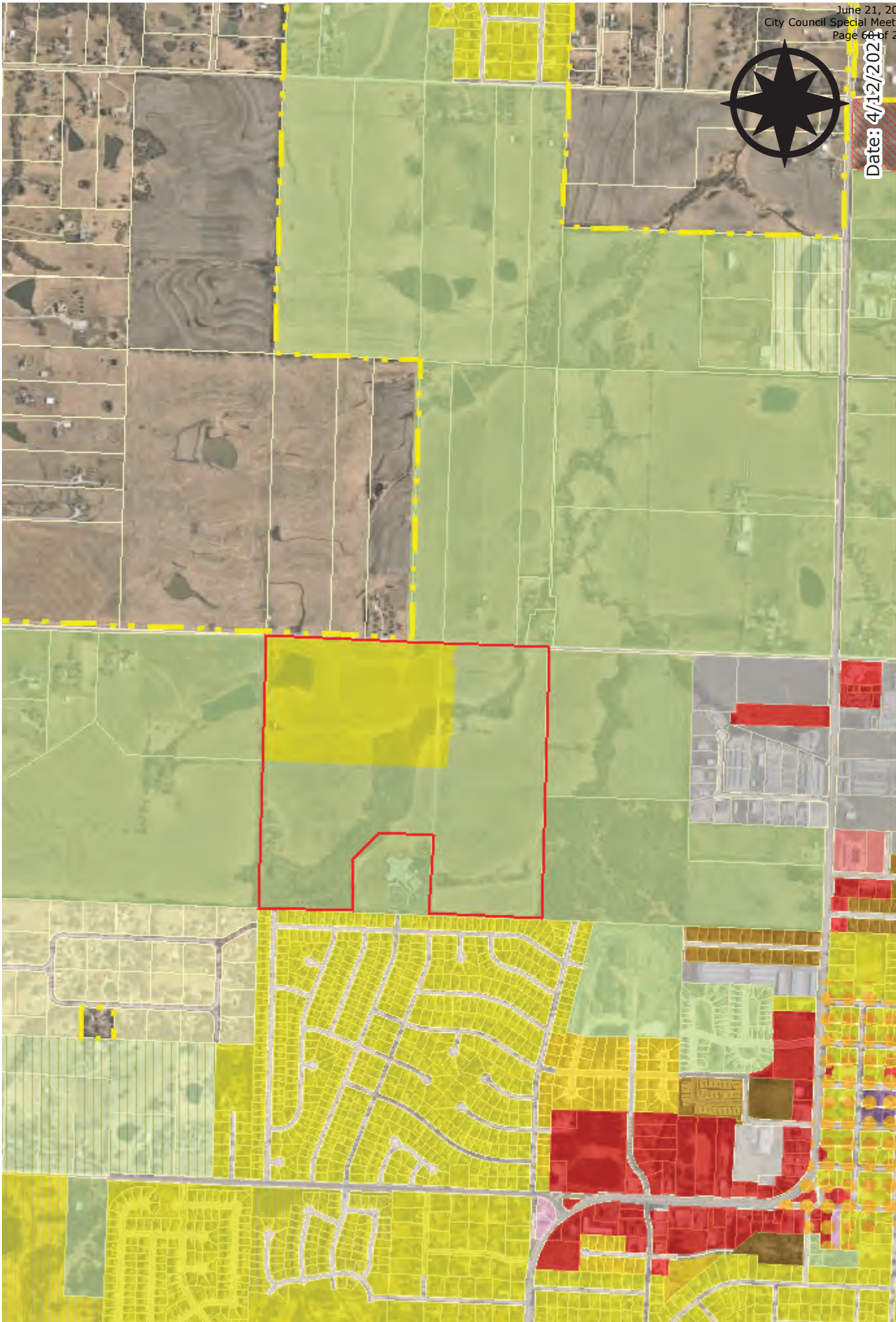
City staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #21003, rezoning of 145± acres from “A” Agricultural District and “R-1” Single-Family Residential District to “R-1P” Single-Family Residential Planned District to City Council with a recommendation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



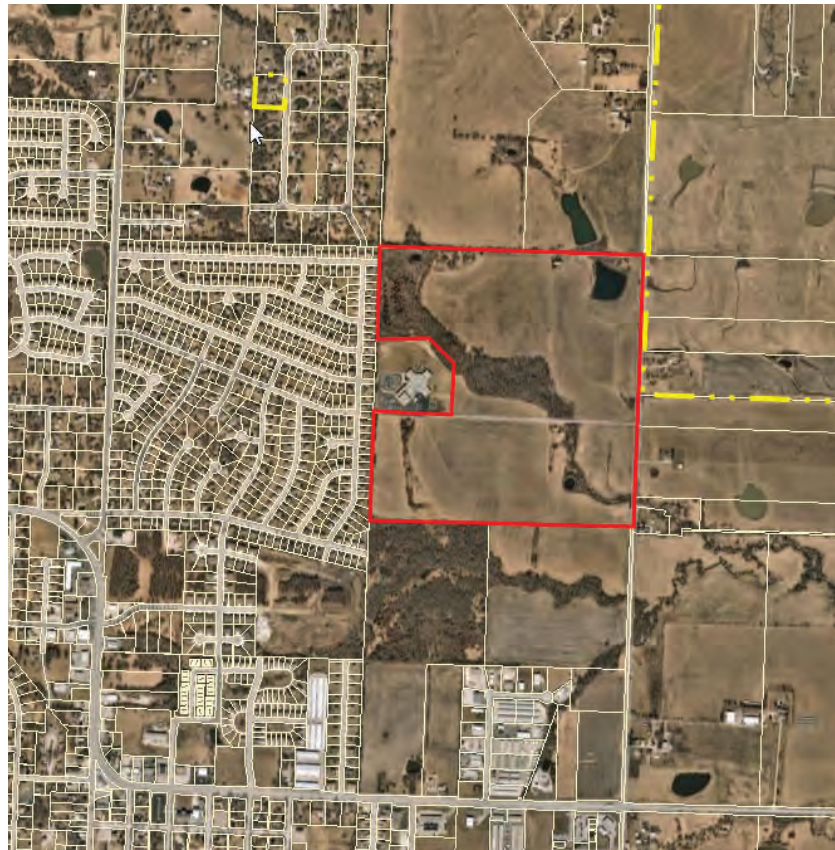
To: City Council
From: Planning and Zoning Commission
Date: June 14, 2021
Re: Case #21004: The Prairie at Carroll Farms - Preliminary Plat

GENERAL INFORMATION

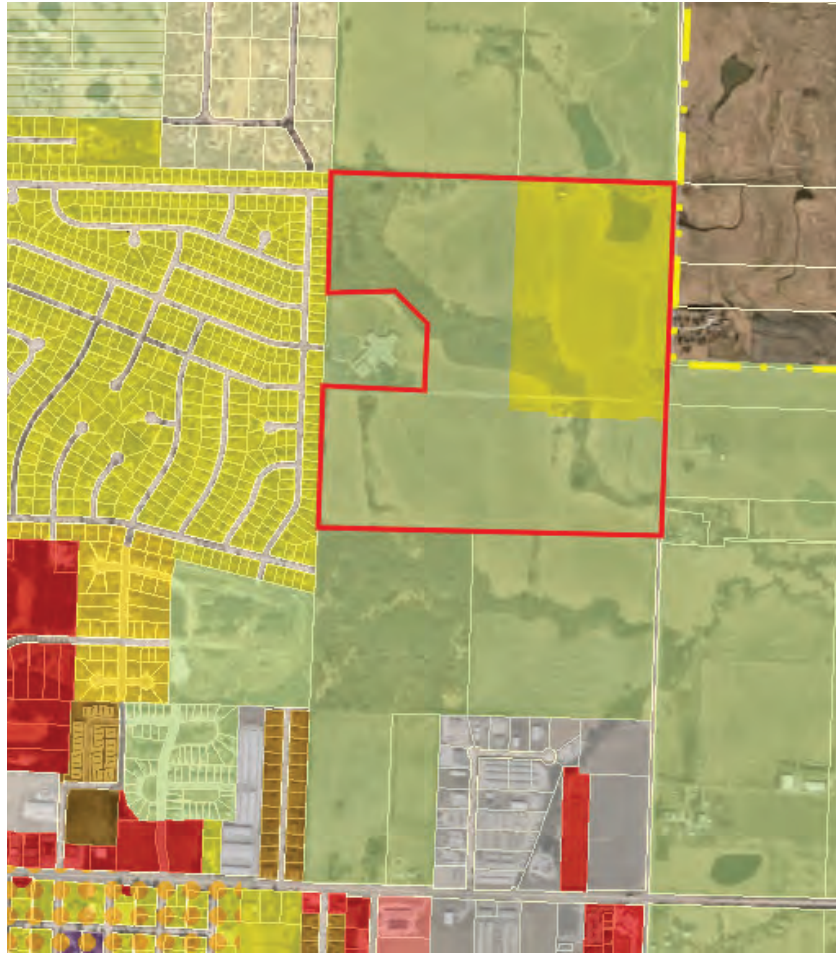
Applicant/Property Owner: Danny Carroll
1100 E Walnut
Raymore, MO 64083

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%
---------------------------	-----

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:

If to Grantor at:

City Manager
100 Municipal Circle
Raymore, MO 64083

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:

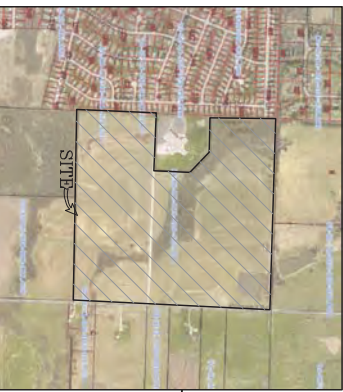
Chairman Wiggins	Aye
Commissioner Faulkner	Aye
Commissioner Bowie	Aye
Commissioner Fizer	Aye
Commissioner Engert	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Aye

Motion passed 9-0-0.

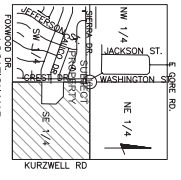
Development of 3% to 5% or approximately that size but over the 1000 square foot minimum lot size required by the Growth Management Plan. Amenities shall include, but not be limited to, playgrounds, dog park, picnic area, and other recreational facilities. The storm water runoff shall be treated and discharged to the storm water system in accordance with the requirements of the City of Raymore. The storm water runoff shall be treated and discharged to the storm water system in accordance with the requirements of the City of Raymore.

Impervious Areas: Impervious areas shall be constructed with phase 3 or before. Impervious areas shall be constructed with phase 3 or before.

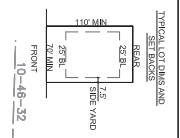
Deed Description: The Southeast Quarter of Section 10, Township 46 North, Range 32 West of the Fifth Principal Meridian. Except the following tract of land as recorded in Book 1512, Page 228. Except the following tract of land as recorded in Book 1512, Page 228. Except the following tract of land as recorded in Book 1512, Page 228. Except the following tract of land as recorded in Book 1512, Page 228.



Phase	Area
1	Aspen Family Trust
2	Deer Family Trust
3	East Willow Basin
4	East Willow Basin
5	East Willow Basin
6	East Willow Basin
7	Deer Family Trust
8	Deer Family Trust
9	Deer Family Trust
10	Deer Family Trust
11	Deer Family Trust
12	Deer Family Trust
13	Deer Family Trust
14	Deer Family Trust
15	Deer Family Trust



LOCATION MAP
SCALE: 1"=2000'
SECTION 10
TOWNSHIP 46 NORTH
RANGE 32



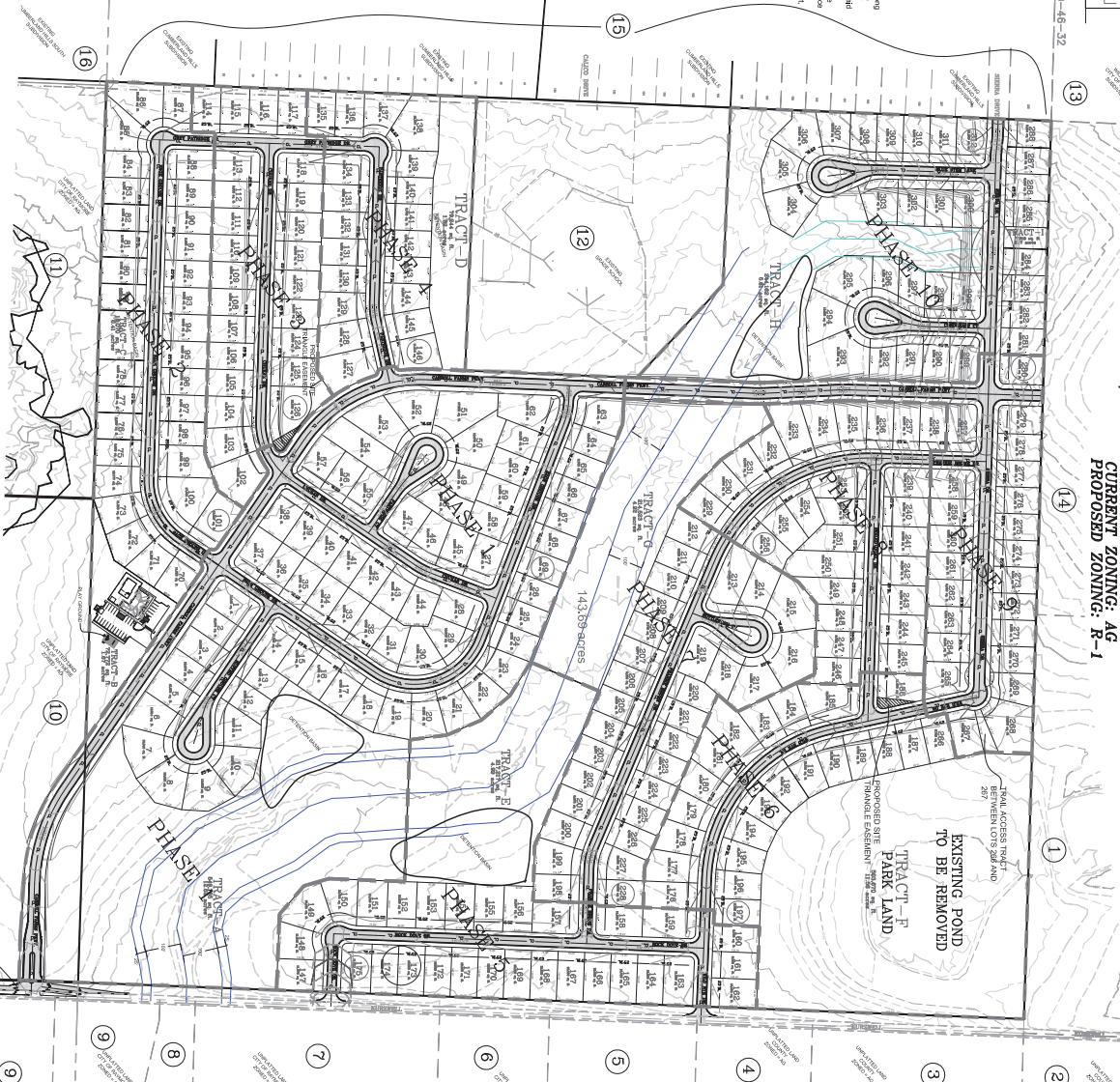
"THE PRAIRIE AT CARROLL FARMS"

SE 1/4 OF SECTION 10, TOWNSHIP 46, RANGE 32

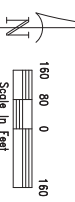
CURRENT ZONING: AG

PROPOSED ZONING: R-1

DEVELOPER:
DAVE GOSWAMI
RAYMORE, MISSOURI



TURN LANES ON KURZWELL SHALL BE 12' WIDE 100' STACKING WITH 120' TRANSITION LENGTH



SINGLE FAMILY	
TOTAL AREA	143.8c
NUMBER OF LOTS	317
DENSITY COVERAGE	2.14 UNITS/AC
OFF STREET PARKING/LIMIT	2
PHASES	10
TOTAL PARKING DEDEICATION	11,256sq

PHASE	INTEREST	OWNER/AGENT	ACRES	TOTAL LOTS	PHASE
1	ASPER FAMILY TRUST	DAVE GOSWAMI	1.28	10	1
2	DEER FAMILY TRUST	DAVE GOSWAMI	1.28	10	2
3	EAST WILLOW BASIN	DAVE GOSWAMI	1.28	10	3
4	EAST WILLOW BASIN	DAVE GOSWAMI	1.28	10	4
5	EAST WILLOW BASIN	DAVE GOSWAMI	1.28	10	5
6	EAST WILLOW BASIN	DAVE GOSWAMI	1.28	10	6
7	DEER FAMILY TRUST	DAVE GOSWAMI	1.28	10	7
8	DEER FAMILY TRUST	DAVE GOSWAMI	1.28	10	8
9	DEER FAMILY TRUST	DAVE GOSWAMI	1.28	10	9
10	DEER FAMILY TRUST	DAVE GOSWAMI	1.28	10	10

ROAD AND ROW NOTES:
1. ALL ROWS WILL BE PUBLIC ROWS. THE ROWS WILL BE 28' BACK OF CURB TO BACK OF CURB BE PUBLIC ROW PLACED WITHIN A WHICH WILL BE 28' BACK OF CURB TO BACK OF CURB BE PUBLIC ROAD PLACED WITHIN A BY ROW.

GENERAL NOTES:
1. ALL PUBLIC IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE SECTION 2017.5 REGARDING OVERLAND FLOW.
2. ALL CURB-EGG-SAC LANS SHALL PROVIDE RUNOFF TREATMENT.
3. ALL CURB-EGG-SAC LANS SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND HOA.

OTHER NOTES:
1. ALL SEWER WILL BE GRAVITY SEWERS TO AND EXISTING MAIN OR NEWLY LINED SEWER SERVICE SPECIAL LEAD PUBLIC OR ROW.
2. NEWER WORK/CONNECTIONS ARE PROPOSED.
3. SPODES SHALL BE LOCATED AS SHOWN.
4. ISLAND TREATMENTS TO BE MAINTAINED BY THE HOA.

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

Quist Engineering Inc.
Civil Engineering for Residential & Commercial Site Development
821 NE Columbus St.
Lee's Summit, Missouri 64063
Phone: (816) 556-5572
e-mail = rayquist@quistengineering.com

DATE	REVISION	BY
4-20-21	PER CITY COMMENTS	
5-7-21	PER CITY COMMENTS	

DESIGNED BY: DAVID GOSWAMI
CHECKED BY: DAVID GOSWAMI
PROJECT NO.: 2020-008
SCALE: AS SHOWN



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: _____
[Signature]

Title: _____
President

Attest: _____
[Signature]

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.

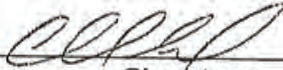
Address: 20510 163rd Street, Basehor KS 66007

- 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

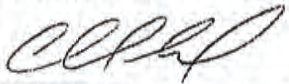
In blank above insert numbers for the sum of the bid.

(\$ 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: _____
TERRY S SNELLING
President

Title: _____

Attest: _____
Wm L. Ay

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2021 Sidewalk Project

A. 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]
Signature of Officer/Title Pres

DATE: 6/3/2021
(Month-Day-Year) [Signature]
Signature of Officer/Title Sec

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

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

PROPOSAL FORM B
RFP 21-381-201

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@terrystnellingconstruction.com

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
\$200,000.00	City of Harrisonville, MO Curb and SW	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

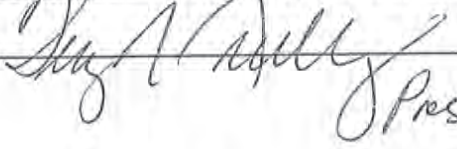
- Added Construction Staking

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

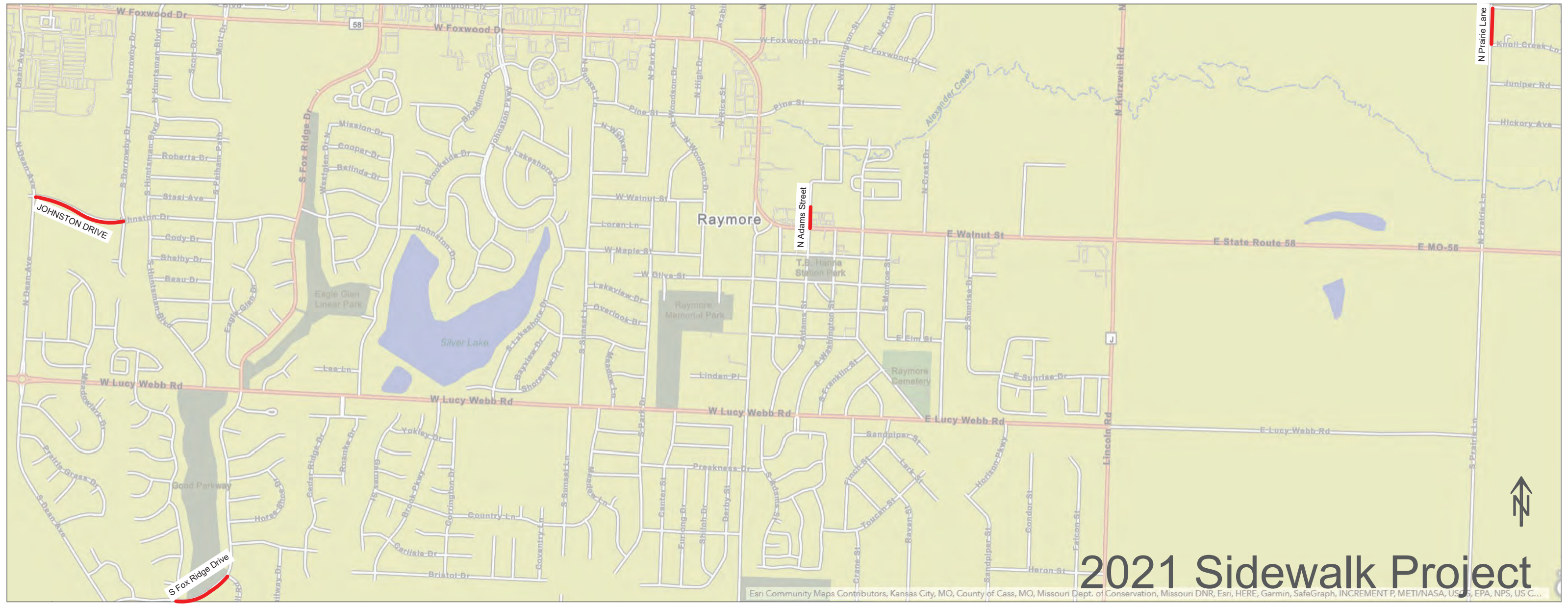
The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, power of attorney, transfers, assignments, proposals, contracts, obligation, certificates, and other instruments of whatever nature entered into by this Corporation.

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





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
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VERP Budgeted:	\$273,603
Enterprise proceeds:	\$ 65,377

Available Funds:	\$338,980
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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 firstmade 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)

2100 Series, HXX Series and Jetters

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.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

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/CPO'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,

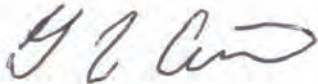
Due to several solid waste market price increases over the last two years, Constable Sanitation will be implementing a price increase effective July 15, 2021. The price increase is outlined below:

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

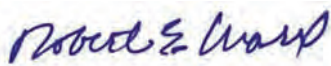
Service	Time Budget		Quantity			
	(hours)	Rate	Unit Cost	Estimated	Total	
Data Book:	40	\$ 125	\$ 5,000	1	\$ 5,000	
Appraisal Reports:						
Payment Estimate	4	\$ 150	\$ 600	30	\$ 18,000	
Value Finding Appraisal	16	\$ 150	\$ 2,400	10	\$ 24,000	
Standard Appraisal	24	\$ 150	\$ 3,600	2	\$ 7,200	
			\$ 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