

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, July 12, 2021

7:00 p.m.

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Oath of Office.

5. Presentations/Awards.

- National Parks and Recreation Month Proclamation (pg 245)
- Recognition of Service - Councilmember Jacobson

6. Personal Appearances.

7. Staff Reports.

- A. Development Services (pg 9)
- B. Monthly Court Report (pg 15)
- C. Police/Emergency Management

7. Committee Reports.

8. Consent Agenda.

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

A. City Council Special Meeting Minutes, June 21, 2021 (pg 19)

B. City Council Special Meeting Minutes, June 28, 2021 (pg 27)

C. 2019 Inflow and Infiltration Reduction Project - Acceptance and Final Payment

Reference: - Resolution 21-24 (pg 31)

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

D. 2020 Street Preservation Project - Acceptance and Final Payment

Reference: - Resolution 21-25 (pg 33)

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

E. Johnston Art Electrical - Acceptance and Final Payment

Reference: - Resolution 21-26 (pg 35)

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

7. Unfinished Business. Second Reading.

8. New Business. First Reading.

A. Selection of Mayor Pro Tempore

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

B. Saddlebrook Rezoning (public hearing)

Reference: - Agenda Item Information Sheet (pg 39)
- Bill 3635 (pg 41)
- Staff Report (pg 43)
- Planning and Zoning Commission Minutes Excerpt (pg 59)

Rick Frye, representing Brookside Builders, is requesting modifications to the development standards applicable to the existing R-1P (Single-Family Residential Planned District) classification of 65 acres located north of Hubach Hill Road, east of Stonegate Subdivision.

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| <ul style="list-style-type: none">• Planning & Zoning Commission, 06/15/2021: Denied 6-3 |
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C. Saddlebrook Preliminary Plat (public hearing)

- Reference:
- Agenda Item Information Sheet (pg 63)
 - Resolution 21-23 (pg 65)
 - Staff Report (pg 66)
 - Memorandum of Understanding (pg 79)
 - Planning and Zoning Commission Minutes Excerpt (pg 91)
 - Preliminary Plat (pg 96)

Rick Frye, representing Brookside Builders, is requesting Preliminary Plat approval of the Saddlebrook Subdivision, a 172-lot single-family subdivision proposed for 65 acres of land located north of Hubach Hill Road, east of Stonegate Subdivision. At the conclusion of the public hearing, staff will request continuation of the application until after a final decision is made on Bill 3635, amendment to the development standards applicable to the property.

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| <ul style="list-style-type: none">• Planning and Zoning Commission, 06/15/2021: Approved 6-3 |
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D. Replat of Brookside 10th Tract V and Tract W

- Reference:
- Agenda Item Information Sheet (pg 97)
 - Bill 3636 (pg 99)
 - Staff Report (pg 101)
 - Final Plat (pg 105)

Rick Frye, representing Brookside Builders, is requesting final plat approval of the replat of Tract V and Tract W in the Brookside 10th Plat.

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| <ul style="list-style-type: none">• Planning and Zoning Commission, 07/06/2021: Approved 8-0 |
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E. Award of Contract - Emergency Repair Kurzweil Road

- Reference:
- Agenda Item Information Sheet (pg 107)
 - Bill 3639 (pg 109)
 - Contract (pg 111)

Traffic significantly increased on this road due to the recent closure of 291 Highway by MoDot for the bridge replacement in Lake Winnebago. This increase in traffic (especially truck traffic accelerated the deterioration of the roadway surface to the point where the needed repairs have exceeded the capacity of the Operations and Maintenance Division of Public Works and are needed to keep from "losing" the road prior to G.O. Bond work beginning.

Staff recommends approval of Bill 3639 awarding a contract to Superior Bowen Construction for the Emergency Repair Kurzweil Road project.

F. Budget Amendment - Emergency Repair Kurzweil and Ward Road

Reference: - Agenda Item Information Sheet (pg 143)
- Bill 3640 (pg 145)

Staff is requesting an amendment to the FY 2021 Capital Budget to provide funding for the Emergency Repair Kurzweil and following Ward Road Project.

G. Award of Contract - City Hall Concrete Project

Reference: - Agenda Item Information Sheet (pg 147)
- Bill 3631 (pg 149)
- Contract (pg 151)

This project involves the replacement of the City Hall stairs and concrete surrounding the flagpole area as well as curb and ADA ramp replacement in includes alternates for curb and sidewalk repair at Public Works Operations building and repairs to the sally port area in the lower portion of City Hall.

Staff recommends approval of Bill 3631 awarding contract to McConnell and Associates for the City Hall Concrete project.

H. Award of Contract - Creekmoor Groundwater Investigation Project

Reference: - Agenda Item Information Sheet (pg 189)
- Bill 3637 (pg 191)
- Contract (pg 193)

A groundwater issue has manifested along Grandshire Drive in the Creekmoor subdivision which created significant icing issues on the roadway last winter. If left unchecked this will begin to cause deterioration to the roadway and adjacent sidewalk.

Staff recommends approval of Bill 3637 awarding a contract to Geotechnologies Inc. for the Creekmoor Groundwater Investigation Project.

I. Budget Amendment - Creekmoor Groundwater Investigation Project

Reference: - Agenda Item Information Sheet (pg 195)
- Bill 3634 (pg 197)

Staff is requesting an amendment to the FY 2021 Capital Budget to provide funding for the Creekmoor Groundwater Investigation Project

J. Award of Contract - Force Main Condition Investigation Project

Reference: - Agenda Item Information Sheet (pg 199)
- Bill 3638 (pg 201)
- Contract (pg 203)

This project involves gathering data on the condition of the Owen Good forcemain in order to identify areas where the pipe walls have continued to deteriorate to the point that repairs and or pipe replacement is necessary.

Staff recommends approval of Bill 3638 awarding a contract to Pure Technologies for the Force Main Condition Investigation Project.

K. Raymore Festival in the Park Memorandum of Understanding

Reference: - Agenda Item Information Sheet (pg 217)
- Resolution 21-22 (pg 219)
- Memorandum of Understanding (pg 220)

The Raymore Festival in the Park is an annual event held in Memorial Park. A memorandum of understanding is reviewed each year between the Parks and Recreation Board and the Festival Committee outlining the in-kind services and park usage. No substantial changes have been made to this year's Memorandum of Understanding. Following approval by the Parks and Recreation Board it must also be approved by the City Council.

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| <ul style="list-style-type: none">• Parks and Recreation Board, 06/22/2021: Approved, 6-0 |
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11. Public Comments. Please identify yourself for the record and keep comments to a maximum of five minutes.

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- Parks and Recreation Board Minutes, 04/22/21 (pg 229)
 - Planning and Zoning Commission Minutes, 06/15/21 (pg 233)
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EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss litigation as authorized by RSMo 610.021 (1).

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

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

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

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

Staff Reports

MONTHLY REPORT June 2021

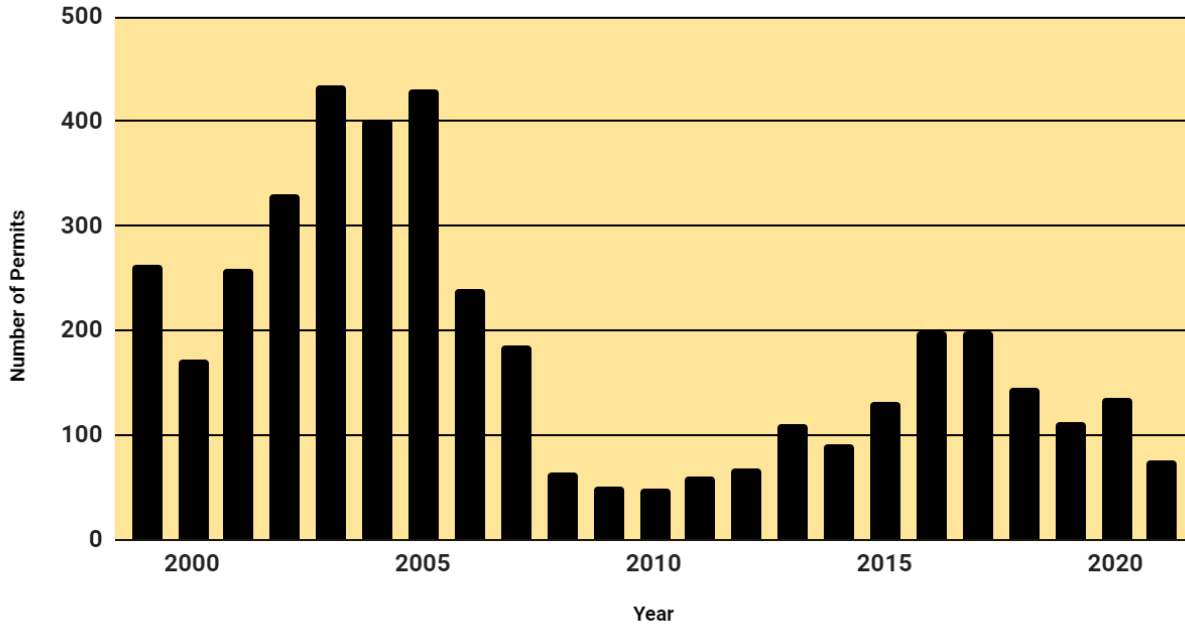
Building Permit Activity

Type of Permit	June 2021	2021 YTD	2020 YTD	2020 Total
Detached Single-Family Residential	6	76	44	136
Attached Single-Family Residential	0	0	14	22
Multi-Family Residential	0	0	0	396
Miscellaneous Residential (deck; roof)	60	356	589	1,240
Commercial - New, Additions, Alterations	2	14	10	13
Sign Permits	2	7	16	37
Inspections	June 2021	2021 YTD	2020 YTD	2020 Total
Total # of Inspections	352	2,006	2,236	4,447
Valuation	June 2021	2021 YTD	2020 YTD	2020 Total
Total Residential Permit Valuation	\$1,816,700	\$19,910,800	\$13,575,000	\$40,314,600
Total Commercial Permit Valuation	\$291,000	\$2,738,900	\$8,264,300	\$46,094,200

Additional Building Activity:

- Construction nears completion for the first units at The Lofts at Fox Ridge apartment community. Construction continues on all remaining units.
- A Certificate of Occupancy was issued for the 1st building in the Raymore Commerce Center. Site grading has commenced on Lot 3 for a 2nd building.
- Construction continues for Community America Credit Union to locate a branch at 1400 W. Foxwood Drive in the Willowind Shopping Center
- Site work has commenced for The Venue of The Good Ranch townhome development.
- A Certificate of Occupancy was issued for the shell of the Heartland Dental Office building in the Raymore Marketplace. A tenant finish permit has been issued.
- Renovations have commenced for the re-use of the former Steak 'n Shake as a medical marijuana dispensary facility.
- Building construction has commenced on the South Town Storage facility, a covered parking area for RV's and similar vehicles

Single Family Building Permits



Code Enforcement Activity

Code Activity	June 2021	2021 YTD	2020 YTD	2020 Total
Code Enforcement Cases Opened	79	280	314	565
<i>Notices Mailed</i>				
- Tall Grass/Weeds	21	64	66	96
- Inoperable Vehicles	22	124	83	185
- Junk/Trash/Debris in Yard	13	58	47	92
- Object placed in right-of-way	2	2	3	6
- Parking of vehicles in front yard	4	22	10	20
- Exterior home maintenance	5	31	30	43
- Other (trash at curb early; signs; etc)	2	4	4	6
Properties mowed by City Contractor	17	35	36	73
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	1	0	3
Signs in right-of-way removed	33	298	245	460
Violations abated by Code Officer	10	48	81	133

Development Activity

Current Projects

- Watermark Rezoning (Raymore Galleria)
- Saddlebrook Rezoning and Preliminary Plat
- Sendera Rezoning and Preliminary Plat
- Brookside Tenth Tract V and Tract W Final Plat
- 1011 Char-Don Avenue variance application

	As of June 30, 2021	As of June 30, 2020	As of June 30, 2019
Homes currently under construction	585 (396 units at Lofts of Foxridge)	149	132
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	195	284	363
Total number of dwelling units in City	8,857	8,726	8,603

Actions of Boards, Commission, and City Council

City Council

June 14, 2021

- Approved on 2nd reading the easement vacation for 1307 Granton Lane
- Approved on 2nd reading the Oak Ridge Farms Final Plat
- Approved on 1st reading the rezoning of 145 acres for The Prairie at Carroll Farms
- Held a public hearing but deferred action on The Prairie at Carroll Farms preliminary plat
- Approved a resolution of support for the application to the Missouri Housing Development Commission for tax credits for Grant Park Villas, a senior housing community on Adams Street

June 21, 2021

- Approved on 2nd reading the rezoning of 145 acres for The Prairie at Carroll Farms
- Approved the Prairie at Carroll Farms preliminary plat

Planning and Zoning Commission

June 15, 2021

- Recommended denial of the modifications to the development standards in the R-1P zoning district for Saddlebrook subdivision
- Recommended approval of the Saddlebrook Subdivision Preliminary Plat

Upcoming Meetings – July & August

July 6, 2021 Planning and Zoning Commission

- Watermark Rezoning (Raymore Galleria) "C-3" Regional Commercial District to "R-3B" Apartment Community Residential District
- South Metropolitan Fire Protection District Administrative Offices Site Plan
- Culver's amendment to the site plan to add a 2nd drive-thru menu board
- Replat of Tract V and Tract W in Brookside Tenth

July 12, 2021 City Council

- 1st reading - Saddlebrook rezoning - modification of development standards for R-1P zoning designation (public hearing)
- Resolution for Preliminary Plat for Saddlebrook (public hearing)
- 1st reading - Replat of Tract V and Tract W in Brookside Tenth

July 20, 2021 Planning and Zoning Commission

- Sendera Rezoning (Estates of The Good Ranch) "R-1P" Single-Family Residential Planned District to "PUD" Planned Unit Development District. Sendera is a 428-lot single-family residential development proposed for 135 acres located on the south side of Hubach Hill Road, east of Brook Parkway.

July 20, 2021 Board of Adjustment

- Variance to allow an on-site septic system - 1011 Char-Don Avenue

July 26, 2021 City Council

- 1st reading - Watermark Rezoning (public hearing)
- 2nd reading - Saddlebrook Rezoning
- Resolution for Preliminary Plat for Saddlebrook
- 2nd reading - Replat of Tract V and Tract W in Brookside Tenth

August 3, 2021 Planning and Zoning Commission

- Annual review of the Unified Development Code

August 9, 2021 City Council

- 1st reading - Sendera Rezoning
- 2nd reading - Watermark Rezoning

August 17, 2021 Planning and Zoning Commission

- No applications filed (expecting 2 applications to be filed)

August 23, 2021

- 2nd reading - Sendera Rezoning

Department Activities

- The United States Census Bureau released its annual population estimates. As of July 1, 2020, the population estimate for Raymore is 22,532. The Decennial Census count for Raymore, the official population count for the City as of April 1, 2020, will be released in September.
- City Planner Katie Jardieu graduated from the KU Public Management Center's Emerging Leaders Academy.
- Economic Development Director David Gress and the City's Internal Economic Development Team conducted a building and site tour of the [Raymore Commerce Center](#) with Missouri Partnership and site selection consultant Ginovus. Raymore was selected this year to participate in the state-wide Raise the Bar Assessment Program, which assesses the competitiveness of communities across Missouri in their business attraction efforts.
- Building Official Jon Woerner is completing final building inspections for the industrial building located on Lot 1 in the Raymore Commerce Center.
- Economic Development Director David Gress attended the June Morning Coffee meeting hosted by the Raymore Chamber of Commerce
- 18 individuals attended a Good Neighbor meeting held on the Sendera subdivision, a 428-lot single-family subdivision proposed for 135 acres located on the south side of Hubach Hill Road, east of Brook Parkway. The applicant has placed a hold on the review of the request. The Planning and Zoning Commission will not consider the rezoning and preliminary plat on July 6 as originally scheduled. Notice of the new hearing date before the Commission will be mailed to adjacent property owners. Check the [What's Happening](#) app for updates.
- Economic Development Director David Gress participated in the Mid-America Regional Council Solid Waste Management District Board meeting.
- Economic Development Director David Gress participated in the monthly Chamber of Commerce Board meeting.
- City Planner Katie Jardieu participated in the quarterly meeting of the Cass County Non-Profits.
- Economic Development Director David Gress participated in the quarterly meeting of the Cass County Corporation for Economic Development.
- GIS Coordinator Heather Eisenbarth participated in the KC Metro GIS meeting to discuss plans for 2022 Aerial Photography of the Kansas City region.
- Director Jim Cadoret and City Planner Katie Jardieu participated in the quarterly Planners Roundtable sponsored by the Mid-America Regional Council.
- A temporary Certificate of Occupancy was issued for the industrial building constructed on Lot 1 in the Raymore Commerce Center.
- City Planner Katie Jardieu was a presenter as part of the Accessible Home Design Workshop hosted by the Mid America Regional Council. Mayor Kris Turnbow

moderated a panel of local experts discussing universal design in new and remodeled houses.

- 12 residents attended the Good Neighbor meeting for the [Watermark](#) apartment community proposed for property located on the east side of Dean Avenue, south of OfficeMax and Sam's Club. The Planning and Zoning Commission will consider the request on July 6.
- Economic Development Director David Gress hosted a tour of recently completed projects with the City Council and members of the City's Internal Economic Development Team. Projects toured included the newly constructed Compass Health facility, the Lofts at Foxridge, and Building 1 of the Raymore Commerce Center.
- Economic Development Director David Gress attended the 2021 Annual Industry Briefing and networking event hosted by KC SmartPort.
- Director Jim Cadoret and Administrative Assistant Emily Jordan attended a Missouri Sunshine Law presentation at Centerview by the Attorney General's office.

GIS Activities

- Cartographic maps, apps, reports as requested
- Data design & publication (water services & park land)
- Enterprise administration - portal collaboration & indexing
- Data delivery as requested (engineers/planners/applicants/MO)
- Configuration for network clients as required
- Horizontal accuracy improvement & update of extents for extraterritorial utilities
- Update of geospatial data from external agencies, imagery & (quarterly) geocoding
- Mapping of proposed development
- Build database, map & network topology for QC
- Monitoring of custom apps and services for compliance with new browser build(s)

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

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

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	62	1,258	700
B. Cases (citations / informations) filed	6	99	67
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	1	0
3. court / bench trial - NOT GUILTY	0	2	0
4. plea of GUILTY in court	5	102	29
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	25	0
6. dismissed by court	0	5	0
7. nolle prosequi	2	9	8
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	7	144	37
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	61	1,213	730
E. Trial de Novo and / or appeal applications filed	0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 17th Judicial Circuit - Cass County - Raymore Municipal Division	Reporting Period: June - 2021
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	133	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	97	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,784		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$11,642.40
Clerk Fee – Excess Revenue	\$1,250.62
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$38.48
Bond forfeitures (paid to city) – Excess Revenue	\$380.00
Total Excess Revenue	\$13,311.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$9,738.56
Clerk Fee – Other	\$584.65
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$149.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,062.37
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$16.65
Law Enforcement Training (LET) Fund surcharge	\$305.88
Domestic Violence Shelter surcharge	\$606.00
Inmate Prisoner Detainee Security Fund surcharge	\$305.88
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$500.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$1,735.00
Total Other Revenue	\$15,003.99
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
DUI	\$467.66
Total Other Disbursements	\$467.66
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$28,783.15
Bond Refunds	\$1,089.50
Total Disbursements	\$29,872.65

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN SPECIAL SESSION MONDAY, JUNE 21, 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.**

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. He provided an update on the status of the Ward Road and Kurzweil Road projects.

City Clerk Erica Hill provided a review of the staff report included in the Council packet outlining the annual record destruction program.

Communications Manager Melissa Harmer provided an update of the activities of the Raymore Arts Commission.

City Manager Jim Feuerborn reviewed the upcoming meeting schedule. 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. He congratulated Melissa Harmer and Katie Jardieu for their completion of the KU Public Management Center's Emerging Leaders Academy.

7. Committee Reports.

8. Consent Agenda.

A. City Council regular meeting minutes, June 14, 2021

B. Resolution 21-20: Appointments to the License Tax Review Committee

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. The Prairie at Carroll Farms Rezoning

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 second reading of Bill 3626 by title only.

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

Mayor Turnbow announced the motion carried and declared Bill 3626 as **Raymore City Ordinance 2021-031.**

B. The Prairie at Carroll Farms Preliminary Plat

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.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 21-14 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

C. 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 second reading of Bill 3628 by title only.

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

Mayor Turnbow announced the motion carried and declared Bill 3628 as **Raymore City Ordinance 2021-032.**

D. 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 second reading of Bill 3627 by title only.

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

Mayor Turnbow announced the motion carried and declared Bill 3627 as **Raymore City Ordinance 2021-033.**

E. 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 second reading of Bill 3629 by title only.

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

Mayor Turnbow announced the motion carried and declared Bill 3629 as **Raymore City Ordinance 2021-034.**

F. 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 second reading of Bill 3630 by title only.

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

Mayor Turnbow announced the motion carried and declared Bill 3630 as **Raymore City Ordinance 2021-035**.

G. 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 second reading of Bill 3632 by title only.

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

Mayor Turnbow announced the motion carried and declared Bill 3632 as **Raymore City Ordinance 2021-036**.

H. 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 second reading of Bill 3633 by title only.

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

Mayor Turnbow announced the motion carried and declared Bill 3633 as **Raymore City Ordinance 2021-037**.

10. New Business. First Readings.

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

12. Mayor/Council Communication.

Mayor Turnbow and councilmembers thanked the Arts Commission on the success of the summer concert series.

Councilmember Circo thanked Constable Sanitation for their continued service in Raymore.

Councilmember Holman thanked everyone for their work in making Raymore a great place.

Councilmember Abdelgawad congratulated Melissa Harmer and Katie Jardieu on their completion of the KU Emerging Leaders Academy.

Parks and Recreation Director Nathan Musteen provided an update on the Spirit of America celebration on Friday, July 2 at Recreation Park.

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 7:26 p.m.

Respectfully submitted,

Erica Hill
City Clerk

THE RAYMORE COUNCIL MET IN SPECIAL SESSION MONDAY JUNE 28, 2021 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT VIA VIDEO CONFERENCING: MAYOR TURNBOW AND COUNCILMEMBER BURKE, III. MEMBERS PRESENT IN PERSON: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, CIRCO, HOLMAN, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MIKE EKEY, CITY CLERK ERICA HILL, AND CITY ATTORNEY JONATHAN ZERR.

- 1. Call To Order.** Presiding Officer Townsend called the special 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. Public Meeting - Interview and Selection of Individual to Fill Ward 1 Vacancy**

Presiding Officer Townsend announced there is a Council vacancy in Ward 1 due to the resignation of Dale Jacobson. The procedure for filling a City Council vacancy is outlined in City Code Section 110.145. The 14-day period for taking applications for the vacant Ward 1 position expired on June 17, 2021 at 5:00 p.m. There were three applications filed for the vacancy: Sue Hofmann, Brian Mills, and Victoria Scherzer. This meeting is to allow the Council to interview all applicants and receive information from citizens who would be eligible to vote for them if they were running for election. If the Council determines that a qualified candidate has been determined at this meeting, an appointment will be made so that the new member may participate in consideration of business at the July 12, 2021 regular City Council meeting. If the Council finds that no qualified person has applied, the process may be repeated until a qualified applicant has been appointed.

Presiding Officer Townsend advised the Council of the procedures for the interview process and stated that he will read the interview questions (attached to these minutes).

The candidates introduced themselves and provided a brief history of their background and experience.

Presiding Officer Townsend asked each candidate the interview questions in random order.

Closing statements were heard from each applicant.

Councilmembers asked additional questions of the candidates.

DISCUSSION: Councilmembers thanked the candidates for their time and interest in serving the City.

5. Input from Ward 1 citizens eligible to vote for the applicants if the applicants were running for election.

No public input was heard.

6. Selection of Candidate.

MOTION: By Councilmember Holman, second by Councilmember Barber that the vacant Council seat from Ward 1 be filled by the person receiving at least 4 votes, as between the following three applicants: Sue Hofmann, Brian Mills, and Victoria Scherzer, and that the City Clerk allow votes to be taken by roll call, reciting the name of the applicant of their choice.

Motion withdrawn by Councilmember Holman, second by Councilmember Barber.

The Council recessed at 8:23 p.m. and reconvened at 8:30 p.m.

MOTION: By Councilmember Holman, second by Councilmember Barber that the vacant Council seat from Ward 1 be filled by the person receiving at least 4 votes, as between the following three applicants: Sue Hofmann, Brian Mills, and Victoria Scherzer, and that the City Clerk allow votes to be taken by roll call, with Councilmembers reciting the name of the applicant of their choice.

City Clerk Erica Hill conducted a roll call vote of each Councilmember for a candidate to fill the Ward 1 vacancy.

ROLL CALL VOTE:	Councilmember Abdelgawad	Scherzer
	Councilmember Barber	Scherzer
	Councilmember Berendzen	Scherzer
	Councilmember Burke	Scherzer
	Councilmember Circo	Mills
	Councilmember Holman	Scherzer
	Councilmember Townsend	Scherzer

By majority vote, Victoria Scherzer was appointed to fill the Ward 1 vacancy.

7. Approval of Appointment.

RESOLUTION 21-21: "A RESOLUTION OF THE RAYMORE CITY COUNCIL APPOINTING VICTORIA SCHERZER TO FILL THE UNEXPIRED TERM OF THE VACANT CITY COUNCIL SEAT IN WARD ONE."

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

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

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Councilmember Townsend thanked the candidates for their willingness to serve on the Council.

8. Adjournment.

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

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The special meeting of the Raymore Council adjourned at 8:37 p.m.

Respectfully submitted,

Erica Hill
City Clerk

3 minutes for each candidate for introduction.

Questions: 3 minutes for each candidate to answer

1. What experiences have you had as a citizen of Raymore that have motivated you to file your candidacy for the position of Councilmember?
2. In what capacities, if any, are you currently involved as a citizen of Raymore? (e.g. HOA, Festivals, Youth education and/ recreation, adult civic/ community organizations, etc.)
3. What do you see as your role and the role of the City Council?
4. What do you hope to accomplish in the next nine months and how do you want to go about it?
5. The City of Raymore's Vision Statement is: "Dedicated to being a quality community in which to live, work, and play." How will you help the City become better in all three categories?
6. After much discussion, the council votes on a particularly thorny topic and one that you feel passionate about. The vote goes against your position on the topic. What do you do?
7. Is there a city problem that you think has gone unaddressed? If so, what is the problem and, if appointed, how would you address the problem?
8. If you are appointed to fill this vacancy, would your intent be to become a candidate for election to a one-year term as Councilmember, effective April 2022? If on the other hand you are not appointed to this vacancy would you want to serve as an appointed volunteer member of one of the city boards, committees, or commissions and if so which one?

[Board of Adjustment, Board of Appeals, Planning and Zoning Commission, Board of Parks and Recreation Commissioners, TIF Commission]

3 minutes for closing remarks.

RESOLUTION 21-24

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2019 INFLOW AND INFILTRATION REDUCTION PROJECT."

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

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

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

Section 1. The 2019 Inflow and Infiltration Reduction Project is accepted.

Section 2. The final payment in the amount of \$5,918.13 is approved.

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

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

DULY READ AND PASSED THIS 12TH DAY OF JULY, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 21-25

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

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

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

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

Section 1. The 2020 Street Preservation Project is accepted.

Section 2. The final payment in the amount of \$48,804.53 is approved.

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

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

DULY READ AND PASSED THIS 12TH DAY OF JULY, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 21-26

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE JOHNSTON ART ELECTRICAL PROJECT."

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

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

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

Section 1. The Johnston Art Electric Project is accepted.

Section 2. The final payment in the amount of \$173.35 is approved.

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

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

DULY READ AND PASSED THIS 12TH DAY OF JULY, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill , City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 12, 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 3635: Saddlebrook 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: June 15, 2021
Action/Vote: Denial 6-3

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Meeting minutes excerpt
Proposed preliminary plat

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Rick Frye, representing Brookside Builders, is requesting to modify the development standards applicable to the current R-1P zoning designation of 65 acres located north of Hubach Hill Road and east of the Stonegate subdivision to allow for the proposed Saddlebrook subdivision.

The proposed modifications to the development standards would reduce the minimum lot size, lot width and side yard setback and increase the maximum building coverage allowed.

City staff recommended approval of the modifications. At its June 15, 2021 meeting the Planning and Zoning Commission voted 6-3 to recommend denial of the modifications. Both the staff proposed findings of fact and the Planning and Zoning Commission proposed findings of fact are included in the staff report for Council consideration.

BILL 3635

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE DEVELOPMENT STANDARDS APPLICABLE TO THE R-1P ZONING DESIGNATION OF 65 ACRES LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 46N, RANGE 32W IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on June 15, 2021, the Planning and Zoning Commission submitted its recommendation of denial on the application to the City Council; and

WHEREAS, the City Council held a public hearing on July 12, 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, accepting the staff recommendation and rejecting the recommendation of the Planning and Zoning Commission.

Section 2. The modifications requested to the development standards applicable to the R-1P zoning designation are approved for the following property:

All of the following described tract of land except the north 600.00 feet thereof:

The East Half of the Southeast Quarter, in Section 20, Township 46, Range 32, in Cass County, Missouri, except the South 22.0 feet thereof, and further except the following described land: A part of the Southeast Quarter of Section 20, Township 46, Range 32, described as follows: Beginning at the Northwest Corner of Lot 34, DUTCHMAN'S ACRES, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 3; thence West approximately 20 feet to the existing fence line as now located; thence South along the existing fence line to a point that is North 67 degrees 32 minutes West of the Southwest Corner of Lot 33 in said Subdivision; thence South 67 degrees 32 minutes East 10 the Southwest Corner of said Lot 33; thence North along the West line of Lots 33 and 34 in said subdivision to the Point of Beginning, and further except the following described land: A part of the Southeast Quarter of Section 20, Township 46, Range 32 described as follows: Beginning at the Southwest Corner of Lot 16, DUTCHMAN'S ACRES, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 3; thence West approximately 22 feet to the existing fence as now located; thence North along the existing fence line to a point that is North 67 degrees 32 minutes West of the Northwest Corner of Lot 32 In said subdivision; thence South 67 degrees 32 minutes East to the said Northwest Corner of said Lot 32; thence South along the West line of said Lots 32 and 16 to the Point of Beginning; and further except the following described land:

Part of the East half of the Southeast Quarter of Section 20, Township 46 North, Range 32 West of the 5th, Principal Meridian, Raymore, Cass County, Missouri, described as follows: Commencing at the Northeast corner of said Southeast Quarter; thence West along the North line of said Southeast Quarter, 782.47 feet more or less to the Southwest corner of a tract of land conveyed in Special Warranty Deed recorded as Document No. 170913 of record in Book 1838, Page 56; thence Southwesterly (South 32 degrees 40 minutes 39 seconds West Deed) on the Southwesterly prolongation of the West line of said tract to the West line of said East half also being the East line of Stonegate of the Good Ranch 3rd Plat, a subdivision of record in said Cass

County; thence North along the West line of said East half and along the East line of said Subdivision to the North line of said Southeast Quarter; thence East along said North line to the Point of Beginning.

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 12TH DAY OF JULY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JULY, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: July 12, 2021
Re: **Case #21010 Saddlebrook Subdivision - Amendment to R1-P**

GENERAL INFORMATION

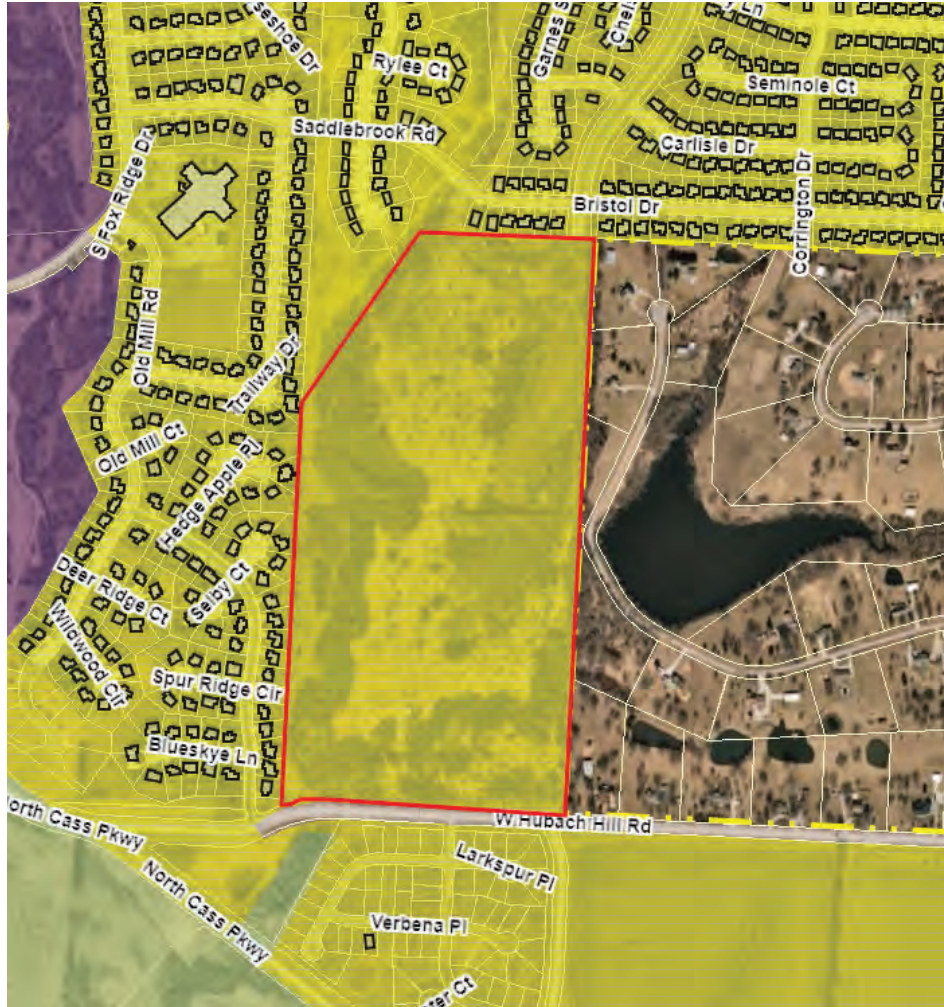
Applicant: Rick Frye
Brookside Builders
803 PCA Road
Warrensburg, MO 64093

Requested Action: Request to modify the development standards of the existing R-1P zoning designation of 65± acres

Property Location: Generally located north of Hubach Hill Road, east of Stonegate Subdivision



Existing Zoning: "R-1P" Single-Family Residential Planned District



- North: R-1 and R-1P (Single Family Residential)
- East: Unincorporated Cass County
- South: R-1P (Single Family Residential)
- West: R-1P (Single Family Residential)

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 Hubach Hill Road as a Minor Arterial and Brook Parkway as a Minor Collector.

Legal Description: All of the following described tract of land except the north 600.00 feet thereof:
The East Half of the Southeast Quarter, in Section 20, Township 46, Range 32, in Cass County, Missouri, except the South 22.0 feet thereof, and further except the following described land: A part of the Southeast Quarter of Section 20, Township 46, Range 32, described as follows: Beginning at the Northwest Corner of Lot 34, DUTCHMAN'S ACRES, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 3; thence West approximately 20 feet to the existing fence line as now located; thence South along the existing fence line to a point that is North 67 degrees 32 minutes West of the Southwest Corner of Lot 33 in said Subdivision; thence South 67 degrees 32 minutes East 10 the Southwest Corner of said Lot 33; thence North along the West line of Lots 33 and 34 in said subdivision to the Point of Beginning, and further

except the following described land: A part of the Southeast Quarter of Section 20, Township 46, Range 32 described as follows: Beginning at the Southwest Corner of Lot 16, DUTCHMAN'S ACRES, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 3; thence West approximately 22 feet to the existing fence as now located; thence North along the existing fence line to a point that is North 67 degrees 32 minutes West of the Northwest Corner of Lot 32 In said subdivision; thence South 67 degrees 32 minutes East to the said Northwest Corner of said Lot 32; thence South along the West line of said Lots 32 and 16 to the Point of Beginning; and further except the following described land:

Part of the East half of the Southeast Quarter of Section 20, Township 46 North, Range 32 West of the 5th, Principal Meridian, Raymore, Cass County, Missouri, described as follows: Commencing at the Northeast corner of said Southeast Quarter; thence West along the North line of said Southeast Quarter, 782.47 feet more or less to the Southwest corner of a tract of land conveyed in Special Warranty Deed recorded as Document No. 170913 of record in Book 1838, Page 56; thence Southwesterly (South 32 degrees 40 minutes 39 seconds West Deed) on the Southwesterly prolongation of the West line of said tract to the West line of said East half also being the East line of Stonegate of the Good Ranch 3rd Plat, a subdivision of record in said Cass County; thence North along the West line of said East half and along the East line of said Subdivision to the North line of said Southeast Quarter; thence East along said North line to the Point of Beginning.

Advertisement: May 27, 2021 **Journal** newspaper
June 17, 2021 **Journal** newspaper

Public Hearing: June 15, 2021 Planning Commission meeting
July 12, 2021 City Council

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 modify the development standards on the 65-acre parcel associated with the existing "R-1P" Single-Family Residential Planned District to adjust lot width, lot size, side-yard building setback, and lot coverage to allow for a mixture of single-family homes in the proposed development.

REZONING REQUIREMENTS

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

Section 470.020 (B) states:

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

Section 470.010 (E) requires that an informational notice be mailed and "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 subject property was rezoned from “R-1” Single Family Residential District to “R-1P” Single Family Residential Planned District on April 10, 2006. The Planned District allowed for a reduction in the minimum side yard building setback from 10 feet down to 10% of the lot width, with a minimum of 7 feet; and reduced the minimum front yard building setback on the side street for corner lots from 30 feet down to 20 feet.
2. The Brookside South Preliminary Plat was approved for the subject property on May 22, 2006. The Preliminary Plat expired on September 2, 2018.
3. Prairie View of the Good Ranch was rezoned from “A” Agricultural District to “R-1P” Single Family Residential Planned District on October 10, 2005. The Planned District allowed for a reduction in the minimum lot depth from 120 feet down to 100 feet; allowed for a reduction in the minimum rear yard building setback from 30 feet down to 25 feet; and allowed for a reduction in the minimum side yard building setback from 10 feet down to 8.3 feet.
4. In 2015 the Planned District requirements for Prairie View of the Good Ranch were adjusted as follows: the minimum lot size was reduced from 8,400 square feet down to 7,200 square feet; the minimum lot width was reduced from 70 feet down to 60 feet; the minimum front yard building setback was reduced from 30 feet down to 25 feet; and the minimum side yard building setback was reduced from 8.3 feet down to 6 feet.
5. The Venue of The Good Ranch, a townhome development proposed for the northeast corner of Dean Avenue and North Cass Parkway, was rezoned from “A” Agricultural District to “PUD” Planned Unit Development District, on September 9, 2019. The development will consist of 51 4-unit townhome buildings.
6. A request to reclassify the zoning of the property from R-1P to R-2P in order to allow single and two-family residential dwellings was recommended for denial by the Planning Commission in September 2020. Prior to the public hearing by the City Council the applicant withdrew the application.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor meeting was held on Wednesday, May 19, 2021 in Harrelson Hall at Centerview. 15 people attended, including residents of Dutchman Acres in Cass County. Applicant Rick Frye and Project Engineer Shawn Duke also attended to make the presentation and answer questions and concerns. City Planner Katie Jardieu represented City staff. The comments below provide a summary of the meeting:

Shawn Duke began the meeting by briefly explaining the project. Half of the project is creek area and therefore not developable. He is planning to do half of the project area as dwellings similar in size and style to Brookside. The second half that is closer to Hubach Hill Road will be smaller lots but still single-family homes. These are the new starter homes or for those looking to downsize. There will be a combination of walk-out basements as well as slab foundation.

Attendees had the following questions regarding the project:

Q: What will the starting price be? They will start at \$350,000 and \$250,000.

Q: What will the lot size be? Lots will be 70 feet to 45 feet wide.

Q: What will the square footage of the homes be? They will be around 1,300 square feet without a basement.

Q: Will there be garages? Yes, they will be a two-car garage.

Q: Will there be an easement between Brookside and the new homes where they back up to one another? No, there will just be the standard utility easement in each yard.

Q: Is this an extension of Brookside? No this will be a separate HOA and separate amenities.

Q: The property is soggy and has flooding issues. Have you done a geotechnical assessment? It is not standard practice in this area to do a geotechnical analysis as the soil is largely the same and rocks are not overly common unless it is a very large structure. The builder will need to make sure that there is sufficient load capacity within the soil. The floodplain area has space and we are not building up against it. The width of the house does not affect the structural integrity as the load is still spread out. A narrow house acts the same as a wide house with the same square footage. We are not building in the floodplain. If the floodplain changes that may affect the house but we

cannot build for a future scenario. We build to the current City standards and federal guidelines.

Q: Will there be any detention for stormwater? The City has requirements and we will meet them. The pond and stream also act as detention. We have not done detailed construction plans yet to fully lay out stormwater, but in general there will be stormwater controls on the west side particularly since that is where an issue is. Everything is flowing to box culverts at Hubach Hill Road and we will maintain that.

Q: What is the driving factor in building this many lots? The cost of lots increases with the number of improvements that need to be made. There has also been a huge increase in labor and material costs as well as infrastructure.

Q: What is the slope of the area? The area slopes to the north. There is a ridge that juts out as well, acting as a natural barrier to Dutchman Acres..

Q: Will there be 50 different builders or is the developer going to build? There will be 4-5 different builders. The developers may build as well. Developers grade the land and put in the infrastructure and utilities and then sell the lots to builders who build the homes.

Q: What will traffic look like on Hubach Hill Road? Hubach Hill Road will not be widened. This subdivision and another one across the road were accounted for when improvements were made to Hubach Hill and therefore can accommodate the potential increase in traffic.

Q: Who will maintain the walking trail? The HOA will maintain it.

STAFF COMMENTS

1. The property has been zoned "R-1P" Single-Family Residential Planned District since April 10, 2006.
2. The property is owned by the same individuals who developed the Brookside Subdivision. The property was initially planned as an extension of the Brookside Subdivision and was referred to as Brookside South. The property owners are now separating the new area from Brookside and refer to the development as Saddlebrook Subdivision.
3. In October of 2018 the property owner filed a request to rezone the entire 80 acre tract from R-1P to R-2P " Single and Two-Family Residential Planned District". A

total of 194 units were proposed. A Good Neighbor meeting was held on November 14, 2018. The property owner subsequently placed a hold on further review of the rezoning application.

4. On August 6, 2020 the applicant refiled the rezoning application requesting that only the southern 65 acres of the property be rezoned to R-2P. The northern 15 acres would have remained zoned R-1P and would have been developed with single-family dwellings. After a recommendation of denial from the Planning and Zoning Commission, the property owner placed a hold on the further review of the application.
5. The uses permitted in the R-1P district are as follows:

Use	R-1	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	
School	P	
Utilities		
Major	C	
Minor	P	
COMMERCIAL USES		
Animal Services		
Kennel	–	Section 420.030E

Use	R-1	Use Standard
Day Care		
Day Care Home	S	Section 420.030C
Entertainment and Spectator Sports		
Indoor	-	
Outdoor	-	
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	

6. The current “P” overlay district development standards and the proposed modifications of the development standards are shown below:

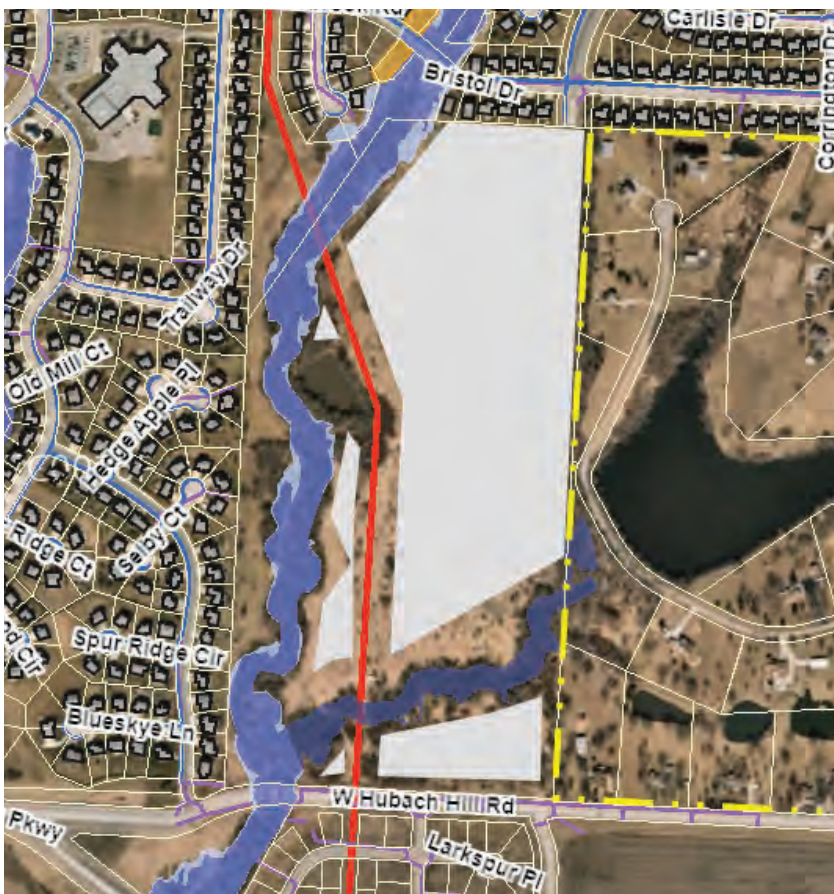
	CURRENT R-1P	PROPOSED R-1P
Minimum Lot Area		
square feet	8,400	4,500
Minimum Lot Width (feet)	70	45
Minimum Lot Depth (feet)	100	100
Yards, Minimum (feet)		
front	30	30
rear	30	30
side	10% of lot width, min 7ft	5ft
side, corner lot	20	20
Maximum Building Height (feet)	35	35
Maximum Building Coverage (%)	30	40

7. In exchange for the flexibility provided under the Planned District, the development must provide 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
	Gazebo
Group 3 Natural Features and Open Space Amenities	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

The proposed development will comply with the requirements of the amenities menu.

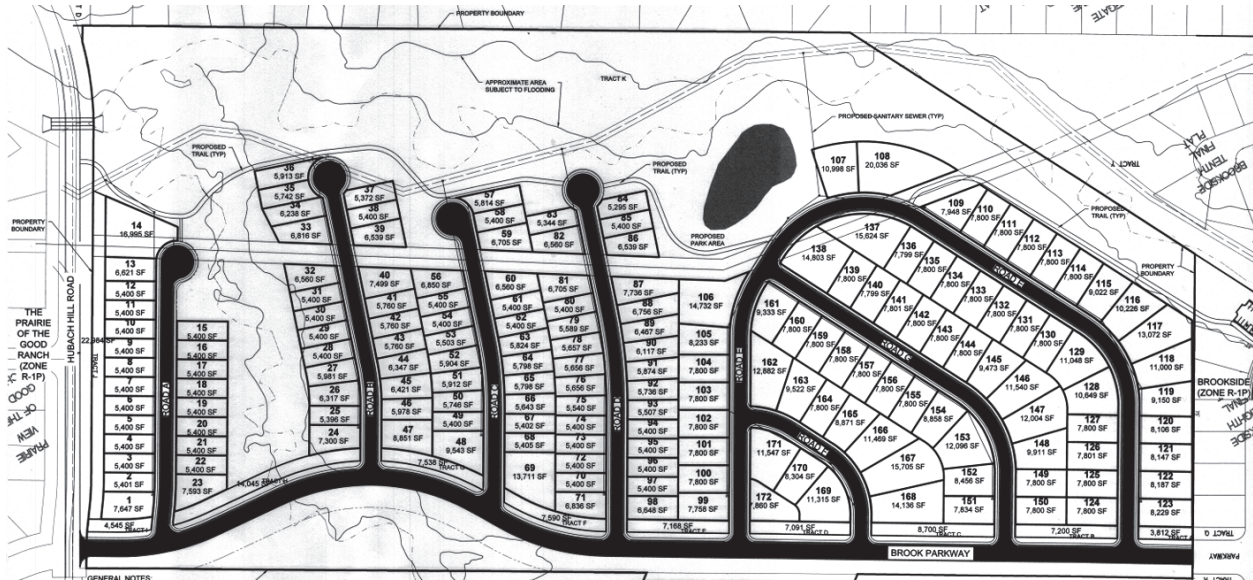
8. The subject property is located within the territorial area of the Cass County Public Water Supply District #10. The applicant is aware that the entire Saddlebrook Subdivision will be served water by Water District #10.
9. The rezoning request was submitted to the administration of the Raymore-Peculiar 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”.
10. Existing floodplain area and the location of a high-pressure gas line will create a natural buffer of at least 500 feet between the existing properties in Stonegate Subdivision and any new home in the proposed Saddlebrook Subdivision.



The map illustrates the floodplain and the location of the gas main. The area shaded in white is the approximate land area that will be developed.

11. The subdivision adjacency requirements of the Unified Development Code have been met for the existing lots in the Brookside Subdivision. The adjacency requirements do not apply to the lots within the Dutchman Acres subdivision to the west because that subdivision is not within the city limits.

12. The conceptual plan for Saddlebrook that was shared as part of the Good Neighbor meeting proposes approximately 74 single-family dwellings with a minimum 65' lot width and 98 single-family dwellings with a minimum 45' lot width. This conceptual plan will be the basis for submittal of the required Preliminary Plat for the subdivision as illustrated below:



ENGINEERING DIVISION RECOMMENDATION

See attached memorandum.

STAFF PROPOSED FINDINGS OF FACT

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, large lot residential areas outside City limits, 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 rural residential to the east (not within the City of Raymore), residential (Brookside) to the north, residential (Stonegate) and natural open space (floodplain area) to the west, and a new residential subdivision (Prairie View) to the south. There is a natural slope to the property towards the stream on the west side of the property and towards the stream north of Hubbach Hill Road on the south end of 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, defined as detached single-family residential.

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

The property is suitable for development as a single-family subdivision.

With the proposed extension of Brook Parkway along the East side as well as the appropriate right-of-way along Brook Parkway, there is a minimum of 150 feet of separation between the proposed development and Dutchman Acres, which is outside the City limits. This is more than we require between subdivisions if Dutchman Acres were within the City limits.

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 north and to the west of the subject property were developed as single-family residential prior to the subject property being zoned as R-1P.

Property to the south of the subject property was zoned as single-family prior to the subject property being zoned R-1P.

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 isolated from any existing single family homes within the City limit with the single-family phase of the proposed Saddlebrook Subdivision and by the existing natural buffer area on the west side of 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. Brook Parkway will be extended through the site to create a north-south collector road connection between Lucy Webb Road and Hubach Hill Road. Additionally the traffic improvements completed in 2010 accounted for the future build-out of this area as single family homes.

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 as it simply adjusts setbacks to previously approved zoning.

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.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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, large lot residential areas outside City limits, 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 rural residential to the east (not within the City of Raymore), residential (Brookside) to the north, residential (Stonegate) and natural open space (floodplain area) to the west, and a new residential subdivision (Prairie View) to the south. There is a natural slope to the property towards the stream on the west side of the property and towards the stream north of Hubach Hill Road on the south end of 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, defined as detached single-family residential.
- 4. suitability of the subject property for the uses permitted under the existing and proposed zoning districts;**
The property is suitable for development as a single-family subdivision.

With the proposed extension of Brook Parkway along the East side as well as the appropriate right-of-way along Brook Parkway, there is a minimum of 150 feet of separation between the proposed development and Dutchman Acres, which is outside

the City limits. This is more than we require between subdivisions if Dutchman Acres were within the City limits.

- 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 north and to the west of the subject property were developed as single-family residential prior to the subject property being zoned as R-1P.

Property to the south of the subject property was zoned as single-family prior to the subject property being zoned R-1P.

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

The proposed zoning map amendment would detrimentally affect the surrounding properties. The proposed amendment would allow for development that would not be consistent with existing surrounding development.

- 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. Brook Parkway will be extended through the site to create a north-south collector road connection between Lucy Webb Road and Hubach Hill Road. Additionally the traffic improvements completed in 2010 accounted for the future build-out of this area as single family homes.

- 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 not in the public interest as it would allow for development that is not consistent with existing surrounding 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 gain to the public health, safety and welfare of the community as a result of the denial of the application. Denial preserves the land area for a development that is more in keeping with the character of the area.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	June 15, 2021	July 12, 2021	July 26, 2021

STAFF RECOMMENDATION

City staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #21010, modification of the development standards for the existing “R-1P” Single-Family Residential Planned District designation of the 65-acre property, to City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its June 15, 2021 meeting, voted 6-3 to reject staff proposed findings of fact and adopt alternate findings of fact and forward case #21010, modification of the development standards for the existing “R-1P” Single-Family Residential Planned District designation of the 65-acre property, to City Council with a recommendation of denial.

Memorandum

TO: Planning and Zoning Commission

FROM: Michael Krass, P.E. Director of Public Works and Engineering

DATE: June 15, 2021

RE: Proposed Saddlebrook Rezoning

The subject property is located between Bristol Drive and Hubach Hill Road east of the existing Stonegate development.

Access to the site will be by the extension of Brook Parkway southerly from Bristol Drive connecting with Hubach Hill Road. These are classified as a minor collector and minor arterial respectively, both of which have adequate capacity to handle both traffic generated by development and trans county traffic to the interchange.

Water Service will be provided by Cass County Water Supply District 10.

Sanitary sewer exists on the western boundary of the site and is of sufficient size and capacity to serve this development.

Storm Water runoff control will be handled by a combination of underground conduits and detention facilities in accordance with City Code.

It is the opinion of the Engineering Department that the existing public and planned public facilities are adequate to support this development.

Planning and Zoning Commission Meeting Minutes Excerpt

June 15, 2021

7. New Business -

a. Case # 21010: Saddlebrook Rezoning (*public hearing*)

Chairman Wiggins opened the public hearing at 7:02pm.

Shawn Duke of Schneider Associates, 802 Francis St., St. Joseph MO 64501 came before the Planning Commission to request modification to the development standards of the existing R-1P zoning designation of 65 +/- acres, generally located north of Hubach Hill Road, east of the Stonegate subdivision. Mr. Duke highlighted that there are both a rezoning and preliminary plat for Saddlebrook, which is south of Brookside on Hubach Hill Road. Brook Parkway will extend down through the property and will be on the east side of the property. What is being proposed is a combination of single-family residential lots, with varying lot sizes. The northern half of the property has 65ft wide lots, which is similar to the lot sizes in the Brookside development. The southern half of the property has 45ft wide lots, which allow for narrower houses on the lots. Mr. Duke stated that the plan is to keep the neighborhood single-family residential, and to match the neighborhoods surrounding the property, including comparable design. The floodplains have been accounted for, and there is a floodplain along the west side of the property, as well as a floodplain that runs along the creek on the southern portion of the property. The current zoning is Planned Development, and the request is to change the requirement of the development to allow for change in lot widths.

City Planner Katie Jardieu began the staff report by stating that the applicant is requesting to modify the development standards on the 65-acre parcel associated with the "R-1P" Single-Family Residential Planned District to adjust lot width, lot size, side-yard building setbacks, and lot coverage to allow for a mixture of single-family homes in the proposed development. The approval of this modification would change the lot sizes from 8,400 square feet to 4,500 square feet, the lot width of 45ft, the lot depth will stay the same at 100ft, and the front yard and rear yard setbacks would stay the same at 30ft. The side yard setbacks would go from 7ft to 5ft, and a corner lot would stay the same at 20ft. The maximum building height would stay the same at 35ft, and the maximum building coverage would increase from 30% to 40%. Ms. Jardieu stated that the surrounding properties to the north, south, and west are R-1P, and the land to the east is unincorporated Cass County. Ms. Jardieu read 6 items into record, and included any additional exhibits as presented during the hearing. The subject property was rezoned from "R-1" Single-Family Residential District to "R-1P" Single-Family Residential Planned District on April 10, 2006. Three surrounding properties were rezoned to R-1P as well in 2005, 2015, and 2019 respectively. The developer initially requested to reclassify the zoning of the property from R-1P to R-2P in order to allow a mix of single and two-family residential dwellings. After meeting with neighbors and hearing concerns, and after a recommendation of denial from the Planning & Zoning Commission in September 2020, the developer decided to withdraw the application, and is back in front of the Planning & Zoning Commission currently to modify the R-1P setbacks. Ms. Jardieu stated that a Good Neighbor meeting was held on Wednesday, May 19 at Harrelson Hall. 15 people attended including residents of the county from Dutchman Acres. Also of note, the Raymore-Peculiar school district received a copy of the conceptual plan and are aware of the development, and do not feel it will have a negative impact on the ability to meet the standards for the students. The conceptual plan for Saddlebrook was shared at the Good Neighbor meeting,

which showed approximately 74 single-family homes with a minimum of 65ft lot widths to the north, and 98 single-family homes with a minimum lot width of 45ft lot widths to the south.

Chairman Wiggins asked Ms. Jardieu to clarify if the only thing to be discussed for this case is the lot widths and measurements?

Ms. Jardieu stated that yes, that is correct.

Commissioner Mansur wanted to clarify that the conceptual plan for Saddlebrook presented at the Good Neighbor meeting was the current plan for the development, and not the plan for any previous developments of the property.

Ms. Jardieu confirmed this.

Chairman Wiggins opened the meeting for public comments at this time.

Christopher Yates, 1011 Magnolia, Dutchman Acres subdivision, Raymore MO 64083 came to the podium to comment. Mr. Yates stated that he attended the Good Neighbor meeting where the City Planner and Shawn Duke presented, and he is concerned that the development does not fit the area. Mr. Yates stated that he believes this development is an experiment to shrink down lot sizes, and has concerns that there will be increased traffic, increased occupation of a small area, and that approving this development would allow more developers to shove more people into smaller lots and smaller neighborhoods. The northern end of the development would not be the issue, since the lot sizes are larger, but the decision should not be made based on the needs of the builder and their desire for profit. Mr. Yates continued on that the Commission is in place to create a more beautiful city, and to make Raymore a city where people want to live and stay for a long time.

Chris Oakes, 1012 S. Madison Street, Dutchman Acres Subdivision (lot is within the City), Raymore MO 64083 came to the podium to comment. Mr. Oakes stated that his biggest concern is that the lots on the south side of the development would not have enough room between the houses to repair the foundations if they become damaged by potential flooding or other issues. 45ft widths on the lots would not allow enough space for maintenance equipment to be utilized, and if the homes are not properly maintained, the property values will drop.

Cameron Reed, 1124 W Hubach Hill Road, Dutchman Acres Subdivision, Raymore MO 64083 came to the podium to comment. Mr. Reed commented that when buying a starter home, the smaller lots would not appeal to a buyer. Mr. Reed stated that he believes the developer is trying to stick too many houses too close together, which will create more traffic in the area, and there is not room on the proposed streets for street parking.

Chairman Wiggins closed the public hearing at 7:19pm, and opened the floor for Commissioner or applicant questions.

Commissioner Urquilla asked Ms. Jardieu if there are currently any lots in Raymore where the lot sizes mirror those of the proposed development?

Ms. Jardieu responded that yes, there are similar lot sizes in Eastbrook in Creekmoor. There are lots in the Stonegate subdivision with 60ft lot widths, and the homes on those lots have a three-car garage, whereas the lots on the south side of the proposed development with 45ft wide lots will have a two-car garage.

Commissioner Bowie asked if the applicant would like to explain or rebut some of the concerns brought up by the public comments? There is concern about the sizes of these lots on the south side, and with 1300sq ft homes, the lots seem small.

Mr. Duke explained that what is currently being proposed is 45ft wide lots, and there are a variety of house plans consisting of 1200sq ft-2000sq ft homes that would fit on the lots. The developers are trying to find the balance between the cost of building affordable homes and the number of lots in the south end of the property. Mr. Duke stated that part of the reason the developer is requesting higher density on the south side of the property is to help cover the cost of building materials as well as infrastructure costs associated with development. Historically, homes have been built on narrower lots, and the homes in this development would have to go more vertical to accommodate. Mr. Duke also stated that housing brings commercial development, which brings industry, and if new housing is not approved, the city will eventually go stale while the surrounding communities will continue growing successfully. The lots are not changing in depth, and there is still 100ft+ depth to the lots. There is equipment that can work in smaller spaces, and should be able to work given the room between houses. Mr. Duke mentioned that all criteria will be met for the floodplains, and that there are codes in effect to help protect homes near floodplains.

Chairman Wiggins asked Director of Public Works Mike Krass if there are necessary improvements to be made or are there any concerns the City has?

Mr. Krass responded that no, there are no improvements or concerns from an infrastructure standpoint, and as the applicant stated, the Raymore floodplain ordinance is more restrictive than other cities'. The city of Raymore does not allow structures to be built in the floodplain, and lots are not platted in floodplains. With regards to future foundation work, the City building inspections department does a footing inspection on homes to make sure the soil is sound before the footings are constructed. Mr. Krass stated that a number of homes have been built adjacent to the floodplain, and he is not aware of anyone that has had to have foundation repairs due to settlements.

Chairman Wiggins stated that he was able to find the adjustments that were made for Eastbrook at Creekmoor subdivision. The lots were 4500sq ft, with a minimum lot width of 30ft in a cul-de-sac, 40ft width for a regular lot, and 47ft width for a corner lot, and stated that the lots for the proposed subdivision are larger and have more requirements than the Eastbrook subdivision.

Ms. Jardieu clarified that the city does not allow any portion of the lot in the floodplain.

Commissioner Fizer asked Chairman Wiggins how many of the 30ft lots are there in the Eastbrook subdivision?

Chairman Wiggins responded that the initial plan was for around 35 houses, and around 35 more houses have been approved. Mr. Krass confirmed this, and clarified that these numbers are for the first two phases, and there will probably be four total phases.

Mr. Duke clarified that the houses to be built on the 45ft lots are intended to be the same size as what is in Brookside done by the same builder. There will be more square footage available because the houses will be longer and have more on the second floor.

Commissioner Fizer stated that she personally believes the lots are way too small, and while the idea of smaller houses is okay, she would not buy a house in this neighborhood. The gentleman that commented on the parking is correct, it is a lot of houses and a lot of cars, and as the area becomes more developed, the area will become very congested and tight.

Commissioner Faulkner stated that he would like to make a few points in opposition of the rezoning. This proposed subdivision seems too dense for the area. The zoning classification R-1.5 is designed to be small lots for single-family residential, with a minimum lot size according to that code of 6500sq ft, and a minimum lot width of 60ft. The lots in this proposed subdivision are smaller than that at 4500sq ft, with a minimum lot width of 45ft, and is considerably smaller than Prairie View of the Good Ranch. All but one of the commissioners were there when it was

proposed to rezone the property from R-1P to R-2P, going from single-family to duplex. Commissioner Faulkner pointed out the proposal was denied by the Commission, which included 166 total housing units, whereas the current proposed rezoning would allow for 172 total housing units, making it more dense than the denied previous rezoning proposal. The "P" designation is meant to be a trade off for higher density in return for amenities, and outside of the trail, Commissioner Faulkner mentioned that he doesn't see any amenities on the property. He also mentioned that by rezoning the property, it would allow the larger lots on the north end to move to the same lot sizing as the south end, which is not ideal.

Ms. Jardieu asked to clarify something that was said. The rezoning does not allow the developer to put the smaller lots everywhere, the subdivision would have to follow the conceptual plan, and if there is a deviation of 10% or more, the plan will have to come back before the Planning Commission.

Motion by Commissioner Faulkner, Seconded by Commissioner Fizer, to not accept staff proposed findings of fact and deny case #21010 Saddlebrook subdivision amendment to the R-1P, and provide alternate findings of fact based on Commissioner comments and the public comments.

City Attorney Jonathan Zerr stated that the additional findings of fact would have been the comments from the Commission members regarding the application before the Commission, including the adoption of the comments from Commissioners Fizer and Commissioner Faulkner.

Vote on Motion:

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

Motion passed to deny the case 6-3-0.

Ms. Jardieu suggested a short break before the next case, to give the applicant time to decide if they would like to continue or withdraw the application for Case B. Chairman Wiggins agreed, and at 7:40pm, took a 5 minute recess. Everyone returned at 7:45pm for Case B, which the applicant moved forward with presenting.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 12, 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 21-23: Saddlebrook preliminary plat

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: June 15, 2021
Action/Vote: Approval 6-3

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Reports
Memorandum of Understanding
Preliminary Plat

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Rick Frye, representing Brookside Builders, is requesting preliminary plat approval for Saddlebrook, a 172-lot single family subdivision proposed for 65 acres located north of Hubach Hill Road and east of the Stonegate Subdivision.

Bill 3635, amending the development standards applicable to the property, must be approved on 2nd reading by the City Council prior to any final action by the Council on the preliminary plat.

RESOLUTION 21-23

"A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE SADDLEBROOK PRELIMINARY PLAT"

WHEREAS, the Planning and Zoning Commission held a public hearing on June 15, 2021, on the Saddlebrook Preliminary Plat and forwarded its recommendation of approval to the City Council; and

WHEREAS, the City Council held a public hearing on July 12, 2021, and accepted the recommendation of approval from the Planning and Zoning Commission.

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

Section 1. The Saddlebrook 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 12TH DAY OF JULY, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: July 12, 2021
Re: Case #21011: Saddlebrook Subdivision - Preliminary Plat

GENERAL INFORMATION

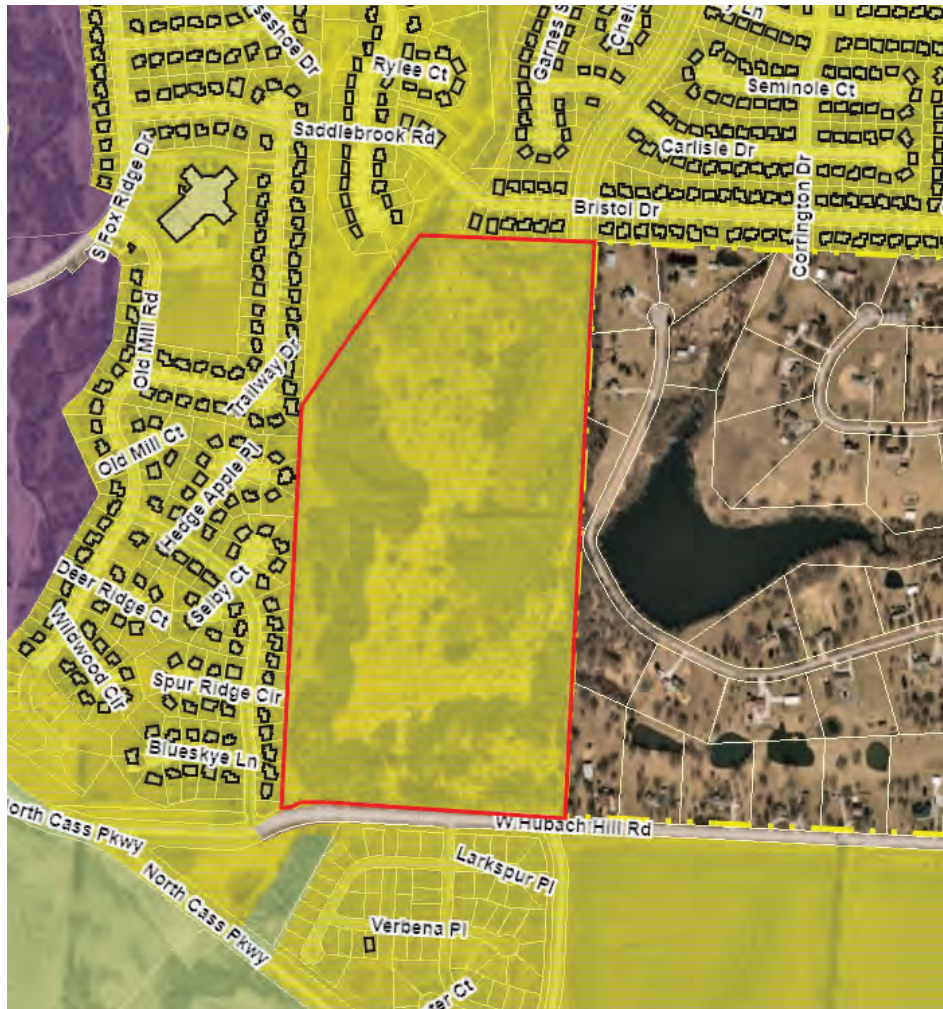
Applicant/Property Owner: Rick Frye
Brookside Builders
803 PCA Road
Warrensburg, MO 64093

Requested Action: Preliminary Plat Approval for 65 acres

Property Location: Generally located north of Hubach Hill Road, east of Stonegate Subdivision



Existing Zoning: "R-1P" Single-Family Residential Planned District



Existing Surrounding Zoning: North: R-1 - Single Family Residential District
R-1P - Single-Family Planned Residential
South: R-1P - Single Family Planned Residential
East: Single Family County Zoning
West: R-1P - Single Family Planned Residential

Total Tract Size: 65 acres

Total Number of Lots: 172 lots & 11 tracts

Legal Description: All of the following described tract of land except the north 600.00 feet thereof:
The East Half of the Southeast Quarter, in Section 20, Township 46, Range 32, in Cass County, Missouri, except the South 22.0 feet thereof, and further except the following described land: A part of the Southeast Quarter of Section 20, Township 46, Range 32, described as follows: Beginning at the Northwest Corner of Lot 34, DUTCHMAN'S ACRES, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 3; thence West approximately 20 feet to the existing fence line as now located; thence South along the existing fence line to a point that is North 67 degrees 32 minutes West of the Southwest Corner of Lot 33 in said Subdivision; thence South 67 degrees 32 minutes East 10 the Southwest Corner

of said Lot 33; thence North along the West line of Lots 33 and 34 in said subdivision to the Point of Beginning, and further except the following described land: A part of the Southeast Quarter of Section 20, Township 46, Range 32 described as follows: Beginning at the Southwest Corner of Lot 16, DUTCHMAN'S ACRES, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 3; thence West approximately 22 feet to the existing fence as now located; thence North along the existing fence line to a point that is North 67 degrees 32 minutes West of the Northwest Corner of Lot 32 In said subdivision; thence South 67 degrees 32 minutes East to the said Northwest Corner of said Lot 32; thence South along the West line of said Lots 32 and 16 to the Point of Beginning; and further except the following described land:

Part of the East half of the Southeast Quarter of Section 20, Township 46 North, Range 32 West of the 5th, Principal Meridian, Raymore, Cass County, Missouri, described as follows: Commencing at the Northeast corner of said Southeast Quarter; thence West along the North line of said Southeast Quarter, 782.47 feet more or less to the Southwest corner of a tract of land conveyed in Special Warranty Deed recorded as Document No. 170913 of record in Book 1838, Page 56; thence Southwesterly (South 32 degrees 40 minutes 39 seconds West Deed) on the Southwesterly prolongation of the West line of said tract to the West line of said East half also being the East line of Stonegate of the Good Ranch 3rd Plat, a subdivision of record in said Cass County; thence North along the West line of said East half and along the East line of said Subdivision to the North line of said Southeast Quarter; thence East along said North line to the Point of Beginning.

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 Hubach Hill Road as a Minor Arterial. Brook Parkway is classified as a Minor Collector.

Advertisement: May 27, 2021 **Journal** newspaper
June 17, 2021 **Journal** newspaper

Good Neighbor: May 19, 2021

Public Hearing: June 15, 2021 Planning Commission meeting
July 12, 2021 City Council

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
Exhibit 7. Preliminary Plat
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 subject property was rezoned from “R-1” Single Family Residential District to “R-1P” Single Family Residential Planned District on April 10, 2006. The Planned District allowed for a reduction in the minimum side yard building setback from 10 feet down to 10% of the lot width, with a minimum of 7 feet; and reduced the minimum front yard building setback on the side street for corner lots from 30 feet down to 20 feet.
2. The Brookside South Preliminary Plat was approved for the subject property on May 22, 2006. The Preliminary Plat expired on September 2, 2018.
3. Prairie View of the Good Ranch was rezoned from “A” Agricultural District to “R-1P” Single Family Residential Planned District on October 10, 2005. The

Planned District allowed for a reduction in the minimum lot depth from 120 feet down to 100 feet; allowed for a reduction in the minimum rear yard building setback from 30 feet down to 25 feet; and allowed for a reduction in the minimum side yard building setback from 10 feet down to 8.3 feet.

4. In 2015 the Planned District requirements for Prairie View of the Good Ranch were adjusted as follows: the minimum lot size was reduced from 8,400 square feet down to 7,200 square feet; the minimum lot width was reduced from 70 feet down to 60 feet; the minimum front yard building setback was reduced from 30 feet down to 25 feet; and the minimum side yard building setback was reduced from 8.3 feet down to 6 feet.
5. The Venue of The Good Ranch, a townhome development proposed for the northeast corner of Dean Avenue and North Cass Parkway, was rezoned from "A" Agricultural District to "PUD" Planned Unit Development District, on September 9, 2019. The development will consist of 51 4-unit townhome buildings.
6. A request to reclassify the zoning of the property from R-1P to R-2P in order to allow single and two-family residential dwellings was recommended for denial by the Planning Commission in September 2020. Prior to the public hearing by the City Council the applicant withdrew the application.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor meeting was held on Wednesday May 19, 2021 in Harrelson Hall at Centerview. 15 people attended, including residents of Dutchman Acres in Cass County. Applicant Rick Frye and Project Engineer Shawn Duke also attended to make the presentation and answer questions and concerns. City Planner Katie Jardieu represented City staff. The comments below provide a summary of the meeting:

Shawn Duke began the meeting by briefly explaining the project. Half of the project is creek area and therefore not developable. He is planning to do half of the project area as dwellings similar in size and style to Brookside. The second half that is closer to Hubach Hill Road will be smaller lots but still single-family homes. These are the new starter home or for those looking to downsize. There will be a combination of walk-out basements as well as slab foundation.

Attendees had the following questions regarding the project:

Q: What will the starting price be? They will start at \$350,000 and \$250,000.

Q: What will the lot size be? Lots will be 70 feet to 45 feet wide.

Q: What will the square footage of the homes be? They will be around 1,300 square feet without a basement.

Q: Will there be garages? Yes, they will be a two-car garage.

Q: Will there be an easement between Brookside and the new homes where they back up to one another? No, there will just be the standard utility easement in each yard.

Q: Is this an extension of Brookside? No this will be a separate HOA and separate amenities.

Q: The property is soggy and has flooding issues. Have you done a geotechnical assessment? It is not standard practice in this area to do a geotechnical analysis as the soil is largely the same and rocks are not overly common unless it is a very large structure. The builder will need to make sure that there is sufficient load capacity within the soil. The floodplain area has space and we are not building up against it. The width of the house does not affect the structural integrity as the load is still spread out. A narrow house acts the same as a wide house with the same square footage. We are not building in the floodplain. If the floodplain changes that may affect the house but we cannot build for a future scenario. We build to the current City standards and federal guidelines.

Q: Will there be any detention for stormwater? The City has requirements and we will meet them. The pond and stream also act as detention. We have not done detailed construction plans yet to fully lay out stormwater, but in general there will be stormwater controls on the west side particularly since that is where an issue is. Everything is flowing to box culverts at Hubach Hill Road and we will maintain that.

Q: What is the driving factor in building this many lots? The cost of lots increases with the number of improvements that need to be made. There has also been a huge increase in labor and material costs as well as infrastructure.

Q: What is the slope of the area? The area slopes to the north. There is a ridge that juts out as well, acting as a natural barrier to Dutchman Acres..

Q: Will there be 50 different builders or is the developer going to build? There will be 4-5 different builders. The developers may build as well. Developers grade the land

and put in the infrastructure and utilities and then sell the lots to builders who build the homes.

Q: What will traffic look like on Hubach Hill Road? Hubach Hill Road will not be widened. This subdivision and another one across the road were accounted for when improvements were made to Hubach Hill and therefore can accommodate the potential increase in traffic.

Q: Who will maintain the walking trail? The HOA will maintain it.

PARKS AND RECREATION BOARD RECOMMENDATION

As part of the Brookside 10 final plat, which was part of the Brookside South Subdivision, the Parks and Recreation Board agreed to accept the park land dedication of Tract Y in Brookside 10, the construction of the trailhead parking lot along Bristol Drive, and the proposed walking trail from Bristol Drive south to Hubach Hill Road. The requirements for parkland dedication have been met.

STAFF COMMENTS

1. The property has been zoned “R-1P” Single-Family Residential Planned District since April 10, 2006.
2. The property is owned by the same individuals who developed the Brookside Subdivision. The property was initially planned as an extension of the Brookside Subdivision and was referred to as Brookside South. The property owners are now separating the new area from Brookside and refer to the development as Saddlebrook Subdivision.
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. A request to modify the development standards of the existing R-1P zoning designation of the property has been filed coincident with the preliminary plat. The proposed “R-1P” district development standards are shown below:

R-1P	
Minimum Lot Area	
square feet	4,500
Minimum Lot Width (feet)	45
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	30
side	5ft
side, corner lot	20
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	40

6. The subject property is located within the territorial area of the Cass County Public Water Supply District #10. The applicant is aware that the entire Saddlebrook Subdivision will be served water by Water District #10.
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. A high-pressure natural gas line runs parallel to the stream. The stream area acts as a natural buffer of at least 500 feet between proposed homes and the existing Stonegate Subdivision to the west..
10. Sanitary sewer is located to the west along the stream. This interceptor is sized to support the development of the subdivision.
11. Stormwater will be maintained through the stream channel with the flow naturally falling to the southwest. A natural crest in the property along the east side keeps water from reaching Dutchman Acres.

12. The dam located within Dutchman Acres is not regulated by the State of Missouri. Liability for the dam lies with the property owners of Dutchman Acres where the dam is located.
13. Improvements to Hubach Hill Road made in 2010 accounted for the development of this area as single family residential, and therefore has adequate capacity to handle the subdivision traffic.
14. A Memorandum of Understanding (MOU) has been prepared that outlines the responsibilities of the developer.
15. Brook Parkway will connect Brookside Subdivision to Hubach Hill Road and be a minor collector.
16. A playground, open park field, trail and preservation of natural features (including the stream) 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.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council</u>
Public Hearing	June 15, 2021	July 12, 2021

STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #21011 Saddlebrook Subdivision - Preliminary Plat to the City Council with a recommendation of approval, subject to the following condition:

1. The request to modify the development standards of the existing "R-1P" Single-Family Residential Planned District must be approved by City Council prior to final consideration of the preliminary plat.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its June 15, 2021 meeting, voted 6-3 to accept the staff proposed findings of fact and forward case #21011 Saddlebrook Subdivision - Preliminary Plat to the City Council with a recommendation of approval, subject to the following condition:

1. The request to modify the development standards of the existing "R-1P" Single-Family Residential Planned District must be approved by City Council prior to final consideration of the preliminary plat.

Memorandum

TO: Planning and Zoning Commission

FROM: Michael Krass, P.E. Director of Public Works and Engineering

DATE: June 15, 2021

RE: Proposed Saddlebrook Rezoning

The subject property is located between Bristol Drive and Hubach Hill Road east of the existing Stonegate development.

Access to the site will be by the extension of Brook Parkway southerly from Bristol Drive connecting with Hubach Hill Road. These are classified as a minor collector and minor arterial respectively, both of which have adequate capacity to handle both traffic generated by development and trans county traffic to the interchange.

Water Service will be provided by Cass County Water Supply District 10.

Sanitary sewer exists on the western boundary of the site and is of sufficient size and capacity to serve this development.

Storm Water runoff control will be handled by a combination of underground conduits and detention facilities in accordance with City Code.

It is the opinion of the Engineering Department that the existing public and planned public facilities are adequate to support this development.



Memorandum of Understanding
for
Saddlebrook

Legal Description Contained on Pages 2-3

Between Brookside Investment Inc., Grantor,

and

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

July 26, 2021

MEMORANDUM OF UNDERSTANDING
Saddlebrook

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE DEVELOPMENT OF THE SADDLEBROOK SUBDIVISION is made and entered into this 26th day of July, 2021, by and between Brookside Investment, Inc. ("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 Saddlebrook, 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:

Legal Description:

The East Half of the Southeast Quarter, in Section 20, Township 46, Range 32, in Cass County, Missouri, except the South 22.0 feet thereof, and further except the following described land: A part of the Southeast Quarter of Section 20, Township 46, Range 32, described as follows: Beginning at the Northwest Corner of Lot 34, DUTCHMAN'S ACRES, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 3; thence West approximately 20 feet to the existing fence line as now located; thence South along the existing fence line to a point that is North 67 degrees 32 minutes West of the Southwest Corner of Lot 33 in said Subdivision; thence South 67 degrees 32 minutes East 10 the Southwest Corner of said Lot 33; thence North along the West line of Lots 33 and 34 in said subdivision to the Point of Beginning, and further except the following described land: A part of the Southeast Quarter of Section 20, Township 46, Range 32 described as follows: Beginning at the Southwest Corner of Lot 16, DUTCHMAN'S ACRES, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 3; thence West approximately 22 feet to the existing fence as now located; thence North along the existing fence line to a point that is North 67 degrees 32 minutes West of the Northwest Corner of Lot 32 In said subdivision; thence South 67 degrees 32 minutes East to the said Northwest Corner of said Lot 32; thence South along the West line of said Lots 32 and 16 to the Point of Beginning; and further except the following described land:

Part of the East half of the Southeast Quarter of Section 20, Township 46 North, Range 32 West of the 5th, Principal Meridian, Raymore, Cass County, Missouri, described as follows: Commencing at the Northeast corner of said Southeast Quarter; thence West along the North line of said Southeast Quarter, 782.47 feet more or less to the

Saddlebrook
Memorandum of Understanding

Southwest corner of a tract of land conveyed in Special Warranty Deed recorded as Document No. 170913 of record in Book 1838, Page 56; thence Southwesterly (South 32 degrees 40 minutes 39 seconds West Deed) on the Southwesterly prolongation of the West line of said tract to the West line of said East half also being the East line of Stonegate of the Good Ranch 3rd Plat, a subdivision of record in said Cass County; thence North along the West line of said East half and along the East line of said Subdivision to the North line of said Southeast Quarter; thence East along said North line to the Point of Beginning.

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	4,500 sq. ft.
Minimum Lot Width	45 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	30 feet
Minimum Rear Yard	30 feet
Minimum Side Yard (Interior)	5 feet

Minimum Side Yard (Exterior)	20 feet
Maximum Building Height	35 feet
Maximum Building Coverage	40%

4. Landscaping & Screening

- a. No landscape screen is required as part of this development.
- b. At the time of completion of a home on a lot, a site tree(s) shall be provided on the lot in accordance with Section 430.060 of the Unified Development Code.

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

PHASING SCHEDULE

- 1. A phasing plan for development of the subdivision is not submitted with the preliminary plat.
- 2. An application for final plat approval may be submitted for in separate geographic units rather than as a whole in accordance with Section 470.130E of the Unified Development Code.

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 Section 470.130 of the Unified Development Code.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. Brook 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. 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.

2. Pedestrian Improvements

- a. A ten-foot (10') trail is required along the east side of the stream corridor as generally depicted on the preliminary plat drawing. The trail shall be constructed at the time adjacent phases of the subdivision are constructed.
- 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. This includes construction of the sidewalk along Brook Parkway.
- d. A five-foot (5') sidewalk shall be constructed along the north side of Hubach Hill Road at the time Brook Parkway is connected with Hubach Hill Road.

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 development is located within the territorial area of Cass County Public Water Supply District #10 and shall be served by the district.
2. All improvements to the water service system shall comply with the requirements of the Water District, the City of Raymore, and the requirements of the South Metropolitan Fire Protection District.

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.

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. Open Park Field
 - b. Playground
 - c. Trail
 - d. Preservation of Natural Area along stream corridor
3. The playground shall be constructed no later than with the installation of public improvements for the 3rd phase of the subdivision.
4. The trail shall be constructed at the time each adjacent phase is completed.

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. The Sub-Divider is providing the ten foot (10') trail with connections to the sidewalk network with the subdivision.
2. The Sub-Divider previously constructed the Brookside Trailhead parking lot along Bristol Drive as part of the parkland dedication requirement for the subdivision.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

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

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

FEES, BONDS AND INSURANCE

1. The Sub-Divider agrees to pay to the City a one percent (1%) Plan Review Fee and five percent (5%) Construction Inspection Fee based on the contract development costs of all public improvements as shown on approved engineering plans of said subdivision. The City Engineer shall review and determine the reasonableness of all costs, as presented.
2. The Sub-Divider agrees to pay the cost of providing streetlights in accordance with the approved street light plan. Once streetlights are accepted by the City as part of infrastructure acceptance the City will assume maintenance responsibility for the lights.
3. The Sub-Divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.
4. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Sub-Divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.

4. If, at any time, any part hereof has been breached by Sub-Divider, the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the breach or breaches has or have been cured to the satisfaction of the City.
5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by the City Council of the City of Raymore, Missouri.
8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by First Class United States mail to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Grantor at:

Rick Frye
803 P.C.A. Road
Warrensburg, MO 64093

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

Richard Frye
Sub-Divider – Signature
RICHARD FRYE
Printed Name

Sub-Divider – Signature

Printed Name

Subscribed and sworn to me on this
the 16th day of June 2021
in the County of Jackson,
State of Missouri.

Stamp:



JEREMY R. DUNCAN
My Commission Expires
October 27, 2022
Jackson County
Commission #14393562

Notary Public: [Signature]

My Commission Expires: _____

Planning and Zoning Commission Meeting Minutes Excerpt

June 15, 2021

7. New Business -

b. Case # 21011: Saddlebrook - Preliminary Plat (*public hearing*)

Chairman Wiggins opened the public hearing at 7:45pm.

Shawn Duke of Schneider Associates, 802 Francis St., St. Joseph MO 64501 came before the Planning & Zoning Commission for approval of the Saddlebrook subdivision preliminary plat, which includes approximately 65 acres generally located north of Hubach Hill Road, and east of Stonegate subdivision. Mr. Duke highlighted that Brook Parkway will connect to the subdivision north of the proposed development, and will also connect south of the proposed development into The Prairie of the Good Ranch. The creek on the west side of the property is a physical limitation, as is the pond that will remain to the west side. Keeping the limitations in mind, the developers have created the layout of the neighborhood, with the northern lots curving along the terrain of the land, so the lots drop off in the rear toward the creek. The cul-de-sac roads were configured keeping in mind the existing gas main on the west side of the property. The trail along the creek will be a continuation of the trail in the Brookside subdivision to the north, and the trail ties into the sidewalks in the development. The lots are around 65ft wide lots in the north, and 45ft wide lots in the south of the property. The house layout seen in the packet is a typical layout for the houses on these lots, which is a 3-bedroom home with a garage, sized between 1500sq ft-1800sq ft. The streets are designed to meet city standards, the cul-de-sac lengths are appropriate for city standards, and the cul-de-sacs will be teardrop-shaped as the city requires.

Mayor Turnbow mentioned to the applicant that it would be nice to have more styles and layouts of homes to see instead of just the one included in the packet. Mayor Turnbow also mentioned that with the lack of amenities on the property, the homes would have to have nice amenities inside, and be deemed by the Commission to be something that fits in the surrounding community.

Mr. Duke responded that he has more homes that he can show the Commission, and added that there are some amenities, including the trail and the playground area, and there is room to add more amenities, but there are no plans to add to the amenities currently in the preliminary plans. As the additional home plans are shown to the Commissioners, Mr. Duke explains that the developer will have lots for sale, so there will be multiple builders in the subdivision, but there will be guidelines for what is typical in the subdivision. The intent is that there will be a variety of houses in this subdivision.

Mayor Turnbow asked the applicant what size lots are required for the larger homes that are being shown?

Mr. Duke responded that all of the homes that are being presented will fit on the 45' wide lots.

Commissioner Bowie asked if there is a possibility to have several builders? The developer is not building all of the homes here?

Mr. Duke responded that yes, that is correct. What is being requested is a preliminary plat, not a planned district that would restrict them to this specific architecture. The intent is to build lots to sell to developers. Ideally, the number of builders would be restricted, to allow for a variety of home styles, while keeping some sort of consistency to the neighborhood.

City Attorney Zerr wanted to make sure that the Commissioners are focused on the proposed findings of fact and the four items that have been identified. The final determination should be pulled from the findings of fact.

Mayor Turnbow asked if Linda Welsh, realtor for Brookside Builders, could clarify how much of the Brookside subdivision has gone to rental property?

Linda Welsh, 1008 N Mullen Rd., Raymore MO 64083 answered that less than 20% of the homes in the Brookside subdivision have gone into rental. Most of the residents in that neighborhood have lived there since the subdivision has been built.

City Planner Katie Jardieu provided the Staff Report, stating that the Preliminary Plat Case #21011 should be considered based on if the rezoning was approved. Ms. Jardieu stated that Brookside Builders is requesting preliminary plat approval of nearly 65 acres. The surrounding properties are zoned R-1P. The Parks & Recreation Board recommendation that was done as a part of Brookside 10 final plat, which was part of Brookside South subdivision, remains current. The Park Board agreed to accept the parkland dedication of Tract Y in Brookside 10, and the construction of a trailhead parking lot along Bristol Drive, as well as a proposed walking trail from Bristol Drive south to Hubach Hill Road. The requirements for that parkland dedication which also cover this subdivision have been met. The property owners are the same individuals who developed the Brookside subdivision, and the property was initially planned as an extension of the Brookside subdivision and was referred to as Brookside South. The new owners are separating the property from Brookside and the area has been renamed Saddlebrook subdivision. Existing stream buffers throughout the property will be preserved. A high-pressure natural gas line runs parallel to the stream, and the stream acts as a natural buffer of at least 500 feet between proposed homes and the existing Stonegate subdivision to the west. The sanitary sewer line is located to the west along the stream. The interceptor is sized to support the development of the subdivision. Stormwater will be maintained through the stream channel with the flow naturally falling to the southwest. A natural crest in the property along the east side keeps water from reaching Dutchman Acres. The dam located within Dutchman Acres is not regulated by the State of Missouri, and liability for the dam lies with the property owners of Dutchman Acres where it is located. Ms. Jardieu stated that improvements to Hubach Hill Road made in 2010 accounted for the development of this area as single-family residential, and therefore has adequate capacity to handle the subdivision traffic. Brook Parkway will connect the Brookside Subdivision to Hubach Hill Road and be a minor collector. A playground, open park field, trail, and preservation of natural features including the stream are amenities to be provided with the development. The MOU identifies the timeline for when all amenities must be constructed. Ms. Jardieu mentioned that the request to modify the development standards of the existing "R-1P" Single-Family Residential Planned District must be approved by City Council prior to final consideration of the preliminary plat.

Commissioner Urquilla asked Ms. Jardieu to clarify what would happen to the Preliminary Plat if the Planning & Zoning Commission denies this case but the City Council approves the rezoning?

Ms. Jardieu replied that the applicant would need to redo the Preliminary Plat, however if this case is approved by the Planning & Zoning Commission and the rezoning were approved by City Council, things would be able to move forward.

City Attorney Zerr stated that the Planning & Zoning Commission acts as a recommending body to the City Council, who can then take the recommendation and make determinations on each of the applications independently.

Chairman Wiggins opened the meeting for public comments at this time.

Christopher Yates, 1011 Magnolia, Dutchman Acres, Raymore MO 64083, came to the podium to give his comments. Mr. Yates stated that he would like the Commission to think of North Cass Parkway as the second entrance into the city of Raymore. When people drive down that road, they will first see the new commercial development, some nice single-family homes, and if this case is approved, a bunch of backyards. With yards that small, the homeowners will likely have quite a bit of stuff in their backyard. There will not be a lot of room for trees, and if there is, the trees won't become substantial for years. Mr. Yates feels that the platting of the land is not inviting, and seems utilitarian. He stated that the north portion of the property is more appealing, but the south end of the property is meant to squeeze as many lots into a small area, because of the limitations of the property itself. From the 2013 Adopted Growth Management Plan, goal #3 is to refine and emphasize standards to maintain and improve the physical quality of development in Raymore, and promote its distinctive appeal. The objective is to establish a unique identity for Raymore. Mr. Yates stated that this does not qualify as a unique identity for Raymore, the subdivision has no amenities, does not match the surrounding areas, and it needs to blend in and be appealing. Raymore has always been on top of it, and needs to keep that going.

Ms. Jardieu stated that Staff would like to clarify that there are amenities included in the development which are outlined in the Staff Report.

Cameron Reed, 1124 W Hubach Hill Road, Dutchman Acres, Raymore MO 64083 came to the podium to give his comments. Mr. Reed stated that he feels there would be no desire to move into the development. Most other subdivisions have walking trails and larger lots, and other amenities like a pool or a park.

Chris Oakes, 1012 S Madison Street, Dutchman Acres Subdivision (lot is within the City), Raymore MO 64083 came to the podium to give his comments. Mr. Oakes feels that along a road like Lucy Webb, there is enough space between the roads and the backyards of the residents along the street for beautification, sidewalks, and additional trees to be put in. Mr. Oakes would like to make sure that this subdivision takes into consideration that same principle, that if from the road, it gives the same impact as Lucy Webb does with the nice trees, rock formations, etc. He also feels that the subdivision being built on the south side of Hubach Hill Road is already taking those things into consideration, and would ask that Saddlebrook do the same. Mr. Oakes also would like to know if there has been any consideration or worries about the dam being disrupted during construction.

Mr. Duke mentioned that on Hubach Hill Road, there is a 30' wide tract which is the landscape buffer that the City requires between the Hubach Hill Road and the proposed subdivision. There will be landscaping along Hubach Hill Road, and there is the natural buffer along the west side, also along Brook Parkway there are tracts along each side that are dedicated for landscaping.

Chairman Wiggins closed the public hearing at 8:10pm.

Commissioner Faulkner mentioned that he has two serious concerns about the preliminary plat. The first concern has to do with the Unified Development Code (UDC) 445.030, paragraph I.10.a, regarding requirements on cul-de-sac streets. Commissioner Faulkner stated that the code specifies that a cul-de-sac should have a 600' maximum length in subdivisions with the smaller lot sizes. Based on approximate measurements he took, Commissioner Faulkner noted that all of the cul-de-sacs are longer than allowed by the UDC. There are also no decorative islands for stormwater treatment in the cul-de-sacs. The second concern Commissioner Faulkner had was that there is a pipeline easement that runs north/south, and three of the four cul-de-sacs end on

the west side of the pipeline, leaving around 15 houses on the west side of the pipeline. There are no other means of exit for those households other than the cul-de-sac roads if there were to be an issue with the pipeline. Those houses are basically trapped, and Commissioner Faulkner believes this is a public safety issue.

Chairman Wiggins mentioned that there was discussion of the teardrop-shaped cul-de-sac in the staff report.

Mr. Krass stated that Commissioner Faulkner is correct about the cul-de-sac length, however it should be noted that the Code states "...exceptions might be made where topographic or other unusual conditions so require subject to the approval of the Director of Public Works and Planning & Zoning Commission." Mr. Krass stated that the Public Works and Engineering departments have reviewed the proposed layout, and would note that the condition that the cul-de-sacs are excessive happens all over the city, especially due to topographic conditions. With the floodplain and other considerations, this parcel would be considered unusual.

Commissioner Faulkner replied that he feels this situation is considerably worse, and is more of a concern because of the excessive length, but also because of the significantly increased number of lots.

Mayor Turnbow asked Ms. Jardieu if she had any replies to what Commissioner Faulkner brought forward in addition to what input Mr. Krass had.

Ms. Jardieu responded that the applicant has agreed to do the teardrop cul-de-sac including the center island for stormwater treatment. She also reiterated that these lots are larger than what has been approved in Eastbrook, which has 40' wide lots.

Mr. Krass commented that in different subdivisions there are "No Parking" signs due to the amount of density, the City snow removal operators would surely appreciate no cars along that side of the street as well.

Ms. Jardieu commented Prairie of the Good Ranch has an even larger gas easement that goes through the property that also had to come for approval to widen the easement.

Commissioner Urquilla asked if there should be a modification to the proposal to add the "No Parking" sign on that side of the street?

Mr. Krass responded that it would likely be more appropriate to add to the final plat, but it is certainly something the Commission can forward to the City Council for consideration as an additional recommendation.

Motion by Commissioner Urquilla, Seconded by Mayor Turnbow, to accept the staff proposed findings of fact and forward case # 21011, Saddlebrook Subdivision - Preliminary Plat to the City Council with a recommendation of approval, subject to the condition that the request to modify the development standards of the existing "R-1P" Single-Family Residential Planned District must be approved by City Council prior to final consideration of the preliminary plat.

Mayor Turnbow mentioned that the City works with different organizations to ensure different homes for the people that want to live in Raymore. The product that is being proposed, while there may not be interest from the Commission to live in the neighborhood, the same cannot be said for other individuals that may want to be residents. Mayor Turnbow stated that he will be voting yes on the motion because he feels that the subdivision offers a variety of housing, and is not a downscale of any kind, and the builders have built good products in the past.

Vote on Motion:

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

Motion passed 6-3-0.

Mayor Turnbow asked Mr. Zerr if voting no member on the previous motion of denial, does he have the ability to raise the subject back for reconsideration?

Mr. Zerr responded that yes, he does have the ability to do so.

Mayor Turnbow motioned to bring Case #21010 back before the Commission for reconsideration, and Commissioner Urquilla seconded the motion.

Chairman Wiggins asked Mr. Zerr to clarify whether or not the Commission is able to proceed.

Mr. Zerr stated that he is prepared to provide an answer based on *Robert's Rules of Order*. He read, "If a motion has been either adopted or defeated during a meeting, and at least one member who voted on the winning side wants to have a vote reconsidered, such a member may make the motion to reconsider. This motion can only be made by a member who voted on the winning side, that is to say if the motion was adopted, the motion to reconsider can be made only by a member who voted in favor of the motion, or if the motion was defeated, only by a member who voted against it."

Mayor Turnbow stated that there inlies the issue with making motions to deny, and withdrew his motion.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 12, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3636: Brookside Tenth Replat of Tract V and Tract W

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: July 6, 2021
Action/Vote: Approval, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Rick Frye, representing Brookside Builders, is requesting approval of the Replat of Tract V and Tract W of the Brookside Tenth Final Plat. Tract V and Tract W were partially within the floodplain prior to the completion of the Bristol Drive connection.

Upon installation of the culvert allowing Bristol Drive to connect the Brookside subdivision with the Stonegate Subdivision and installation of fill material, the Federal Emergency Management Agency approved a letter of map amendment and removed the two tracts from the floodplain. The two tracts can now be considered buildable lots as originally planned.

BILL 3636

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE BROOKSIDE TENTH FINAL PLAT - REPLAT OF TRACT V AND TRACT W"

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

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

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

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

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

Section 2. That the subdivision known as Brookside Tenth Final Plat - Replat of Tract V and Tract W, is approved for the tract of land described below:

Tract V and Tract W, Brookside Tenth Final Plat, a Subdivision of land in Raymore, Cass County, Missouri.

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 12TH DAY OF JULY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JULY, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: July 12, 2021
Re: Case #21020 - Brookside Tenth Final Plat-Replat of Tract V and W

GENERAL INFORMATION

**Applicant/
Property Owner:** Doug Park
803 PCA Road
Warrensburg, MO 64093

Property Location: Bristol Drive in Brookside Subdivision



Existing Zoning: "R-1" Single-Family Residential

Existing Surrounding Zoning: **North:** "R-1" Single-Family Residential
South: "R-1" Single-Family Residential
East: "R-1" Single-Family Residential
West: "R-1" Single-Family Residential

Existing Surrounding Uses: **North:** Single Family Residential
South: Single Family Residential
East: Common Area
West: Single Family Residential

Total Tract Size: 22,243 square feet (.51 acres total)

Total Number of Lots: 2 Lots, 2 Tracts

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for low-density residential development.

Major Street Plan: The Major Thoroughfare Plan Map classifies Bristol Drive as a Minor Collector..

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for Brookside Tenth Final Plat - Replat of Tract V and Tract W.

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

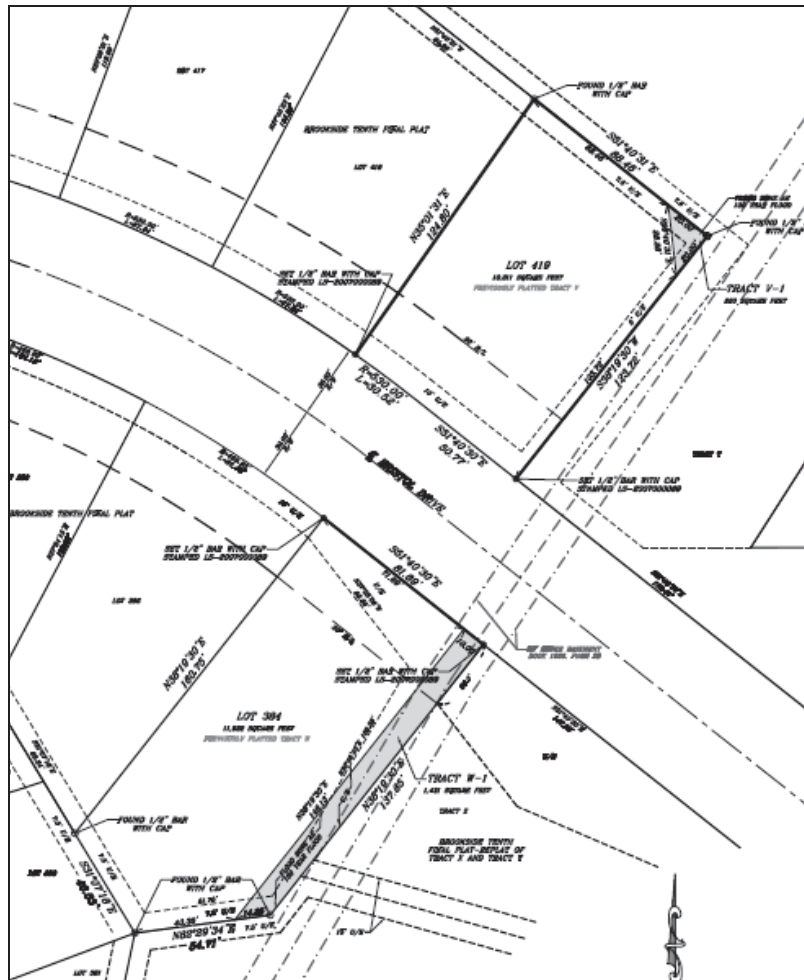
1. The Brookside Tenth Final Plat was recorded on September 2, 2015.
2. The extension of Bristol Drive between Cedar Ridge Drive and Brook Parkway was completed in 2020.
3. A letter of map revision based on fill was issued by the Federal Emergency Management Agency on April 23, 2021, removing Tract V and Tract W from the floodplain. On the replat, Tract V-1 and Tract W-1 remain in the floodplain but are separate from the new lot 419 and lot 384.

ENGINEERING DIVISION COMMENTS

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

STAFF COMMENTS

1. Proposed Lot 419 was previously approved as Tract V. Tract V has been removed from the floodplain.
2. Proposed Lot 384 was previously approved as Tract W. Tract W has been removed from the floodplain.
3. Proposed Tract V-1 and Tract W-1 will be common area tracts as part of the Brookside 10 plat.
4. Upon approval of the replat the two lots will become buildable lots for new single-family homes.



PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

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

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

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

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

The proposed replat complies with the conditions of the that were attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

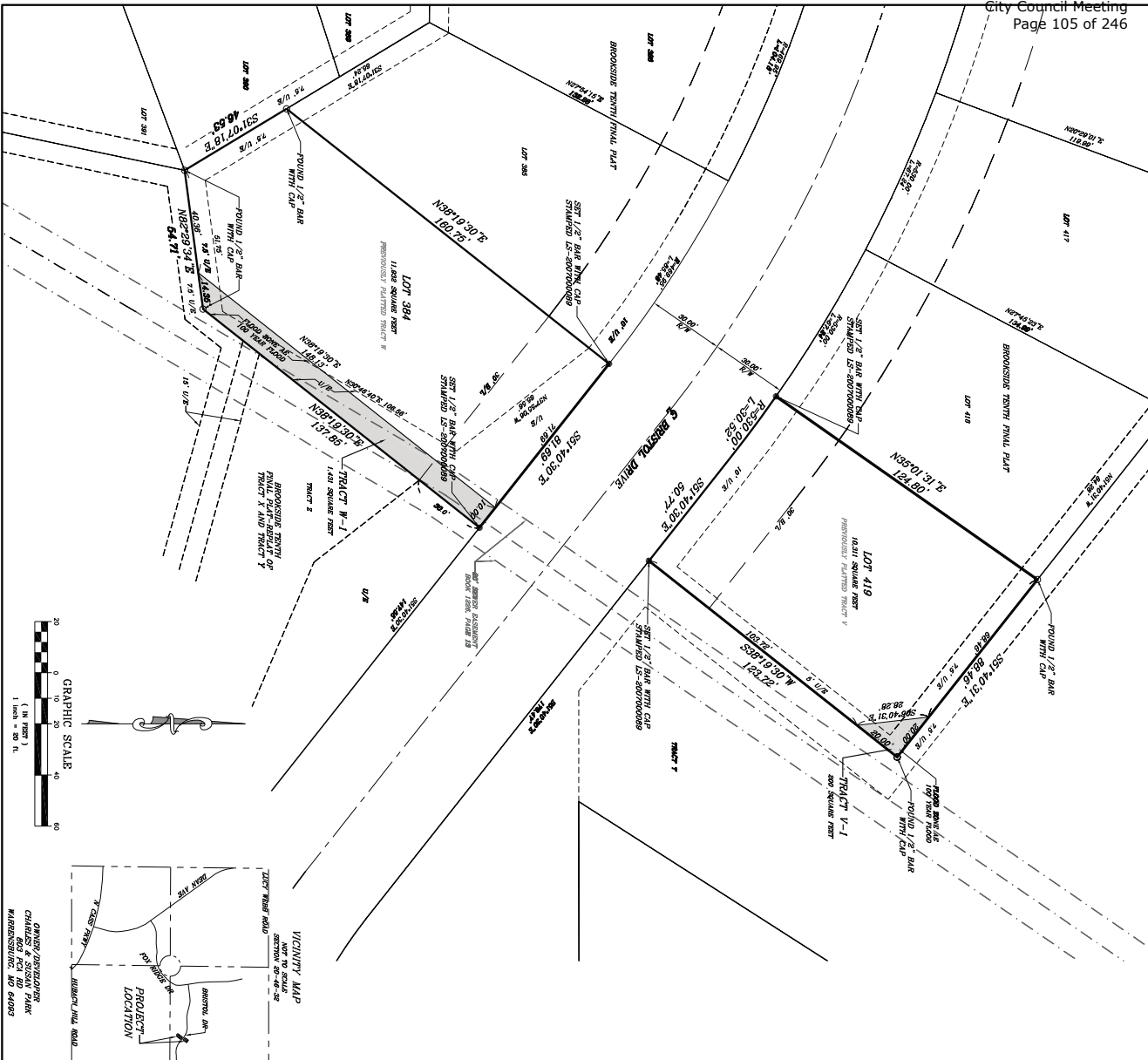
<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	July 6, 2021	July 12, 2021	July 26, 2021

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #21020 Brookside Tenth Final Plat - Replat of Tract V and Tract W to the City Council with a recommendation for approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its July 6, 2021 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #21020 Brookside Tenth Final Plat - Replat of Tract V and Tract W to the City Council with a recommendation for approval.



MINOR PLAT
BROOKSIDE TENTH FINAL PLAT
REPLAT OF TRACT V AND TRACT W
PART OF THE EAST HALF OF SECTION 30,
TOWNSHIP 46 NORTH, RANGE 32 WEST,
RAYMORE, CASS COUNTY, MISSOURI.

PROPERTY DESCRIPTION:
TRACT V AND TRACT W, BROOKSIDE TENTH FINAL PLAT, A SUBDIVISION OF LAND IN RAYMORE, CASS COUNTY, MISSOURI.

BOUNDARY SURVEY NOTES:

1. THE DESCRIPTION USED FOR THIS SURVEY WAS DERIVED FROM THE PLAT OF BROOKSIDE TENTH FINAL PLAT.
2. THE BEARINGS SHOWN HEREON ARE BASED UPON THE PLAT OF BROOKSIDE TENTH FINAL PLAT.
3. THIS SURVEY IS BASED UPON RECORD DOCUMENTS, LOCAL DESCRIPTIONS, AND OTHER INFORMATION AS KNOWN TO THE SURVEYOR AND THE ACCOMPANYING PLAT, WHICH SUBDIVISION HAS NO KNOWLEDGE OF ANY OTHER RECORD DOCUMENTS WHICH AFFECT THIS SURVEY.
4. THIS SURVEY AFFECTS THE INTERESTS OF ALL LEGAL PROPERTY SURVEY AS DERIVED FROM THE MISSOURI MINERAL STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
5. ACCORDING TO THE RECORD INSTRUMENTS, THE ABOVE DESCRIBED TRACT OR LAND HAS BEEN CLEARED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL HEREBY BE KNOWN AS BROOKSIDE TENTH FINAL PLAT - REPLAT OF TRACT V AND TRACT W.

DEDICATORY:
THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OR LAND HAVE CLEARED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL HEREBY BE KNOWN AS BROOKSIDE TENTH FINAL PLAT - REPLAT OF TRACT V AND TRACT W.

EASEMENTS:
AN EASEMENT OR RIGHTS IS HEREBY GRANTED TO THE CITY OF RAYMORE TO LOCATE CONDUITS AND UTILITIES AND TO MAINTAIN AND REPAIR THE SAME OVER AND ACROSS THE TRACTS SHOWN ON THIS PLAT. THE CITY OF RAYMORE SHALL HAVE THE RIGHT TO USE THE TRACTS SHOWN ON THIS PLAT FOR THE PURPOSES OF LOCATING AND MAINTAINING CONDUITS AND UTILITIES AND TO MAINTAIN AND REPAIR THE SAME OVER AND ACROSS THE TRACTS SHOWN ON THIS PLAT.

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

BUILDING LINES:
BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED WITHIN THE LINES AND THE STREET RIGHTS OF WAY LINES.

EXECUTION & ACKNOWLEDGMENTS:
IN TESTIMONY WHEREOF, THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACTS OF LAND HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____ 2021.

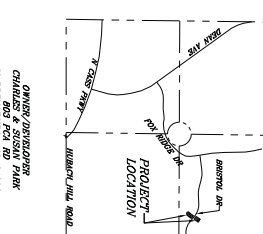
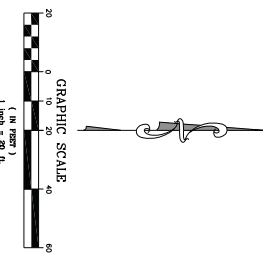
CHARLES D. PARK _____ SUSAN B. PARK _____
STATE OF MISSOURI)
COUNTY OF _____)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 2021, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CHARLES D. PARK AND SUSAN B. PARK, TO ME PERSONALLY KNOWN TO BE THE SAID PROPRIETORS WHO REQUESTED THE FOREGOING INSTRUMENT AND THAT I HAVE HEREBY SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND DATE LAST ABOVE WRITTEN.

NOTARY PUBLIC:
MY COMMISSION EXPIRES: _____

APPROVALS:
THIS PLAT OF BROOKSIDE TENTH FINAL PLAT - REPLAT OF TRACT V AND TRACT W HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ 2021.

ATTEST: _____ CITY CLERK _____ CITY ENGINEER _____
DEPUTY COUNTY RECORDER OF DEEDS _____



R.L. Buford & Associates, LLC
LAND SURVEYING & DEVELOPMENT CONSULTANTS
R.L. BUFORD & ASSOCIATES, LLC - MC CERT. OF
AUTHORITY LICENSE NO. 55-300031977
P.O. BOX 14069, PARROTTVILLE, MO, 64152 (816) 741-6152

FOR: SNYDER & ASSOCIATES & RICHARD & SUSAN PARK	MINOR SUBDIVISION PLAT
SEC.--TWP.--RGE. 21--46--32	COUNTY CASS
DATE 06/14/2021	FIELD BOOK
DRAWN BY R.C.V.	REV 06/21/2021

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES HEREIN DESCRIBED WHICH MEET OR EXCEED THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS WHOLLY ESTABLISHED BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY AND THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS, AND THAT THE RESULTS OF SAID SURVEY ARE AND ARE REPRESENTED ON THIS DRAWING TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

Robert C. Young
ROBERT C. YOUNG, TFS-2007000089





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 12, 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 3639 - Emergency Repair Kurzweil Road

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and Maintain a well-connected transportation network.

FINANCIAL IMPACT

Award To: Superior Bowen Asphalt Co. LLC
Amount of Request/Contract: \$104,887.50
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 2021	August 2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid Documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Council is requested to award a contract to Superior Bowen Asphalt Company for emergency repairs to Kurzweil Road. Traffic significantly increased on this road due to the recent closure of 291 Highway by MoDOT for the bridge replacement in Lake Winnebago. This increase in traffic (especially truck traffic) accelerated the deterioration of the roadway surface to the point where the needed repairs have exceeded the capacity of the Operations and Maintenance Division of Public Works.

	Kurzweil Patching
Superior Bowen Asphalt Co.	\$104,887.50
JM Fahey Construction	\$116,950.00
McConnell & Associates	\$127,360.00
Tandem Paving	\$144,100.00

Superior Bowen Asphalt Co. is the lowest and best bidder. Staff recommends the contract for the Emergency Repair Kurzweil Road project to be awarded to Superior Bowen Asphalt Co. in the amount of \$104,887.50.

BILL 3639

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SUPERIOR BOWEN ASPHALT CO LLC FOR THE EMERGENCY REPAIR KURZWEIL ROAD PROJECT, CITY PROJECT NUMBER 21-379-201, IN THE AMOUNT OF \$104,887.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the recent closure of 291 Highway by the Missouri Department of transportation increased traffic to Kurzweil Road which has resulted in significant deterioration of the road; and

WHEREAS, bids for this project were received on May 21, 2021; and

WHEREAS, Superior Bowen Asphalt Co. LLC. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$104,887.50 with Superior Bowen Asphalt Co. LLC for the Emergency Repair Kurzweil Road 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 12TH DAY OF JULY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JULY, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Emergency Patching Kurzweil Road

This Contract for the Emergency Patching Kurzweil Road, hereafter referred to as the **Contract** is made this 26th day of July, 2021, between Superior Bowen Asphalt Co. Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 520 W Pennway Street, Suite 300, Kansas City, MO 64108, 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 July 26, 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 21-379-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$104,887.50

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 25) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails

to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

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

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI
REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

SUPERIOR BOWEN ASPHALT CO. LLC

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

Emergency Patching Kurzweil Road

ANTICIPATED SCOPE OF SERVICES:

- 750 tons of full-depth patching with Type 2 recycled asphalt in seven different areas (see attachment) over a two mile stretch of Kurzweil Road north of 58 Highway. Additional patching on Kurzweil may be identified during the project. Existing asphalt to be removed to subgrade. (City doesn't want the millings and has no place to dispose of them.) Subgrade determined at that time to be unsuitable will be removed and replaced with asphalt paid at the same rate per ton. Surface asphalt is to be Type 2 recycled.
 - Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of .06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken.
- Traffic control must allow for one-way traffic with flaggers and signage as per MUTCD. Detours will be allowed if this isn't possible, but notification must be posted via the message boards 48 hours in advance
- Striping must be restored to pre-construction configuration.

SPECIAL PROVISIONS

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

It is expected that Notice of Award shall be issued July 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 2013 shall be amended to include the following:

Contractor shall complete work within **90** calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

A. Mobilization, Bonds, and Insurance: Mobilization, Bonds and Insurance will be considered a lump sum item for payment.

B. Full Depth Patching: Full Depth Patching shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor and equipment required to remove and dispose of existing asphalt to subgrade and replace. Asphalt shall Type 2 Recycled.

C. Striping: Striping shall be considered a lump sum for payment. The unit bid price shall include all materials, labor and equipment required to replace the existing traffic markings to pre-construction configuration. The striping shall be MoDoT approved High Build Acrylic Waterborne Pavement Marking Paint.

D. Message Board: Message Board shall be paid for at the unit bid price per day. The unit bid price shall include all materials, equipment and labor required to position an electronic message board on the Frontage Road displaying a message as directed by the City. Payment shall be for full 24 hours days that the sign is in place up to the point that the City directs that the sign be removed.

E. Traffic Control: Traffic Control will be paid for at the unit bid price per day. Flaggers are required if traffic is reduced to one-lane. A traffic control plan must be submitted if the road is going to be closed completely. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
21-379-201

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 July, 2021.

C. *Insurance*

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

1. *General Liability*

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

Minimum Limits - General Liability:

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

2. *Excess/Umbrella Liability*

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 27 for Cass County, Missouri, USA.

G. Invoicing and Payment

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

Invoices shall be based on the following schedule:

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

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

H. Cancellation

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

I. Contractual Disputes

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 27). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

Certificate copies must be submitted with the RFP, if 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.

Kurzweil Repairs

North End near 155th on East Side
12 Ft Wide X 120 Ft Long

North of Low Area on Both Side
24 Ft Wide X 200 Ft Long

East Side of Large Patches Northbound from large patch
12 Ft Wide X 55 Ft Long

East side of Large Patches Northbound from large patch
12 Ft Wide X 107 Ft Long

1512 N Kurzweil From Driveway North on West side going uphill from
concrete patch
8 Ft Wide X 528 Ft Long

North of Advanced Services near 1208 N Kurzweil
24 Ft Wide X 40 Ft Long

Near 1202 N Kurzweil south of Advanced Services
8 Ft Wide X 45 Ft Long

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 Mathew Bowen, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Mathew Bowen

Company: Superior Bowen Asphalt Co., LLC

Address: 520 W. Pennway St., Suite 300, KCMO 64108

- 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 # 21-379-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

PROPOSAL FORM A
RFP 21-379-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Superior Bowen Asphalt Co., LLC

ADDRESS: 520 W. Pennway St., Suite 300
Street

ADDRESS: Kansas City, Missouri 64108
City State Zip

PHONE: 816-921-8200

E-MAIL: matt@superiorbowen.com

DATE: 5/21/21
(Month-Day-Year)


Signature of Officer/Title

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 21-379-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
RFP 21-379-201

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 Independence
ADDRESS	111 E. Maple, Independence, MO 64050
CONTACT PERSON	Shar Dilmaghani
CONTACT EMAIL	
TELEPHONE NUMBER	816-325-7611
PROJECT, AMOUNT AND DATE COMPLETED	Asphalt Overlay - \$3,877,000.00 - Fall 2020

COMPANY NAME	City of Lenexa
ADDRESS	17101 W. 87th St Pkwy, Lenexa, KS 66219
CONTACT PERSON	Stephen Mustain
CONTACT EMAIL	
TELEPHONE NUMBER	913-477-7658
PROJECT, AMOUNT AND DATE COMPLETED	Asphalt Overlay - \$1,480,000.00 - Fall 2020

COMPANY NAME	City of Blue Springs
ADDRESS	903 W. Main St, Blue Springs, MO 64015
CONTACT PERSON	Jeff Sell
CONTACT EMAIL	
TELEPHONE NUMBER	816-228-0205
PROJECT, AMOUNT AND DATE COMPLETED	Asphalt Overlay - \$2,697,681.00 - Fall 2020

COMPANY NAME	Clay County Missouri
ADDRESS	1 Courthouse Square, Liberty, MO 64068
CONTACT PERSON	Terri Griffen
CONTACT EMAIL	
TELEPHONE NUMBER	816-407-3300
PROJECT, AMOUNT AND DATE COMPLETED	Asphalt Overlay - 1,545,618.00 - Fall 2020

COMPANY NAME	City of Overland Park
ADDRESS	8500 Santa Fe Dr, Overland Park, KS 66212
CONTACT PERSON	Jason Hussey
CONTACT EMAIL	
TELEPHONE NUMBER	913-895-6007
PROJECT, AMOUNT AND DATE COMPLETED	Asphalt Overlay - \$11,307,540.00 - Spring 2021

State the number of Years in Business: 72

State the current number of personnel on staff: 400

PROPOSAL FORM D
RFP 21-379-201

Proposal of Superior Bowen Asphalt Co., LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as (*) Superior Bowen Asphalt Co., LLC

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. 21-379-201 – Kurzweil Patching.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) None, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

BID PROPOSAL FORM E - Project No. 21-379-201

Kurzweil Patching

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	Lump Sum	1	\$5,000.00	\$ 5,000.00
Full Depth Patching, Recycled Type 2	Tons	750	\$126.25	\$ 94,782.50
Traffic Control	Days	4	\$250.00	\$ 1,000.00
Striping	LS	1	\$3,500.00	\$ 3,500.00
Message Board	Days	5	\$140.00	\$ 700.00
TOTAL BASE BID				\$ 104,982.50

ML
 94,787.5

ML
 \$104,887.5

Total Base Bid for Project Number: 21-379-201

\$ ~~104,982.50~~ \$104,887.50 *ML*

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

(\$ ~~One hundred four thousand nine hundred sixty two dollars and fifty cents~~ *ML*

One Hundred Four Thousand Eight Hundred Eighty Seven and Fifty cents
In the blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 21-379-201
CONTINUED**

Company Name Superior Bowen Asphalt Co., LLC

By 
Authorized Person's Signature

Mathew Bowen, Vice President
Print or type name and title of signer

Company Address 520 W. Penway St., Suite 300, KCMO 64108

Phone 816-921-8200

Fax 816-912-3224

Email matt@superiorbowen.com

Date 5/21/21

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

- 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.

Superior Bowen Asphalt Co., LLC

Company Name

Mathew Bowen

Signature

Name: Mathew Bowen

Title: Vice President

STATE OF Missouri COUNTY OF Jackson

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

Notary Public: Laura L. Roehrich

My Commission Expires: 10/27/2024 Commission # 12446238

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.

LAURA L. ROEHRICH
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 10/27/2024
COMMISSION # 12446238



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 12, 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 3640 - Budget Amendment - Emergency Repair Kurzweil / Ward Road

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$300,000
Amount Budgeted:
Funding Source/Account#: Fund 37 (Excise tax)

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:

ME

BACKGROUND / JUSTIFICATION

Budget	Budgeted FY 2021	Amendment	Change
Fund (37 Excise Tax)	\$200,000	\$500,000	\$300,000

BILL 3640

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 EMERGENCY REPAIR KURZWEIL ROAD AND WARD ROAD.”

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 Emergency repair to Kurzweil Road and Ward Road as follows:

Budget	Budgeted FY 2021	Amendment	Change
Fund (37 Excise Tax)	\$200,000	\$500,000	\$300,000

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 12TH DAY OF JULY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JULY, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 12, 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 3631 - City Hall Concrete Project

STRATEGIC PLAN GOAL/STRATEGY

1.2.1 Create physical environment that inspires a sense of pride

FINANCIAL IMPACT

Award To:	McConnell & Associates
Amount of Request/Contract:	\$157,603
Amount Budgeted:	\$200,000
Funding Source/Account#:	\$100,000 BERP (05) \$100,000 City Hall Plaza

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 2021	October 2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project involves the replacement of the City Hall stairs and concrete surrounding the flagpole area as well as curb and ADA ramp replacement. Alternate 2 involves curb and sidewalk repairs at the Public Works Operations and Maintenance Building. Alternate 3 involves repairs to the sally port area in the lower portion of City Hall.

Bids were received for the City Hall Concrete Project on April 14, 2021 as follows:

	Base Bid	Alt 2	Alt 3	Total
McConnell & Associates	\$119,023	\$10,540	\$28,040	\$157,603
MTS Contracting	\$214,760	\$20,300	\$46,750	\$281,810
Spalding Contractors	\$96,015	\$11,220	\$14,600	\$121,835
Tasco LLC	\$153,464	\$17,000	\$23,400	\$193,864
Terry Snelling Construction	\$165,275	\$18,258	\$31,162	\$214,695

Although the lowest bid for the recommended scope of work was received from Spalding Contractors staff is recommending award to the second low bidder McConnell & Associates as the lowest and best.

Staff recommends the contract for the City Hall Concrete project to be awarded to McConnell & Associates in the amount of \$157,603 (Base bid, Alt 2, and Alt 3).

BILL 3631

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MTS CONTRACTING INC FOR THE CITY HALL CONCRETE REPLACEMENT PROJECT, CITY PROJECT NUMBER 21-355-201, IN THE AMOUNT OF \$157,603 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the City Hall Concrete Replacement Program was included in the FY2021 budget; and

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

WHEREAS, McConnell & Associates 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 \$157,603 with McConnell & Associates for the City Hall Concrete Replacement 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 12TH DAY OF JULY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JULY, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

City Hall Concrete Replacement

This Contract for City Hall Concrete Replacement, hereafter referred to as the **Contract** is made this 26th day of July, 2021, between McConnell & Associates, an entity organized and existing under the laws of the State of Missouri with its principal office located at 1225 Iron Street, North KC, MO 64116, 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 July 26, 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 21-355-201 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 \$157,603.

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)

MCCONNELL & ASSOCIATES

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

CITY HALL CONCRETE REPLACEMENT

SCOPE OF SERVICES:

The work under this contract consist of:

The 2021 City Hall Concrete Replacement Project primarily consists of removal and replacement of existing sidewalk, concrete stairs, permeable paver, concrete pad, ADA ramps and curb.

- Alternate #1 City Hall Patio Improvements grading and aggregate patio area.
- Alternate #2 Curb and Sidewalk Replacement at Operations Building.
- Alternate #3 concrete pad and garage floor drain replacement.

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

Award of this project will be based upon the lowest base bid and selected alternates. 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

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

6. SPECIAL CONDITIONS

- *4" Sidewalk Replacement:* The unit price named in the bid shall be for the square foot (SF) of sidewalk removed and replaced. The unit price named in the bid shall cover all costs in connection therewith for sidewalk replacement, including: cutting, removal and disposal of existing material, doweling into existing sidewalk, expansion material, installation of new sidewalk and protection of the new sidewalk during the curing process. Sidewalk replacement will be in several areas of varying lengths, 4" thick concrete with no rebar or gravel base, compacted AB-3 base required for over excavation. **Concrete sidewalk shall be an approved KCMMB 4K mixture.** Any detour signage, road closure signage or pedestrian signage shall be subsidiary to this bid item. **Weather permitting sidewalk shall be replaced within 24 hours of existing sidewalk removal.** Sidewalk backfill shall be completed within 5 days of the new sidewalk installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Curb Replacement (CG-1) Straight Back:* The unit price named in the bid shall be for the linear feet (LF) of curb & gutter removed and replaced. The unit price named in the bid shall cover all costs in connection therewith for

CG-1, including: cutting, removal and disposal of existing material, doweling into existing curb, expansion material and installation of new curb and protection of the new curb during the curing process. Curb replacement will be in several areas of varying lengths. **Concrete curb shall be an approved KCMMB 4K mixture.** Any detour signage, road closure signage or pedestrian signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** No pavement cuts shall be permitted during the removal or replacement of the curb without permission. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.

- *8" Concrete Approach Wings:* The unit price named in the bid shall be for the Square foot (SF) of concrete approach wing installed. The unit price named in the bid shall cover all costs in connection therewith for the 8" thick concrete wing installation including: cutting, removal and disposal of existing material, doweling into existing material, pedestrian and vehicle traffic signage, expansion material, installation of new concrete approach and protection of the new approach during the curing process. The concrete approach wings will not require rebar or gravel base, compacted AB-3 base will be required in over excavated areas. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.**
- *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, removing and replacing up to 20 LF of curb, installation of new ADA Ramp, detectable warning tile, signage and protection of the new ramp during the curing process. The ADA Ramps includes the transition, ramp, landing and up to 15' of sidewalk. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Site restoration is subsidiary to the ADA ramp bid item. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. The detectable warning tile shall be at least 2' x 4' in size, brick red in color and ADA compliant. **The ADA ramp shall be 6" thick concrete without reinforcement bar.**
- *ADA Ramp Edge Curb:* The unit price named in the bid shall be for the linear feet (LF) of ADA Ramp Edge Curb installed. The unit price named in the bid shall cover all costs in connection therewith for ADA Ramp Edge Curb including: doweling, pedestrian and vehicle traffic signage, installation

of new curb and protection of the new curb during the curing process. Not all ADA ramps will require curb. ADA Ramp Edge Curb will be installed where final grading does not allow for normal installation of ADA Ramps. **Concrete used in the ADA Ramp Edge Curb shall be an approved KCMMB 4K mixture.**

- *Permeable Pavers:* Pavers shall be paid for at the unit bid price per square foot (SF). The unit bid price for this item shall cover all equipment, removal/disposal of existing concrete and materials, pedestrian and vehicle traffic signage, labor and materials required to deliver and place the pavers per design specifications. Contractor shall pull existing mulch back for reuse. Pavers shall be **Unilock Eco-Priora Premier (colors to be determined) or equivalent.** Qualified installer required. Graded base stone and perforated pipe for this item are bid separately. **Edge restraint, paver bedding course and permeable joint opening aggregate is subsidiary to this item.** See attached drawings.
- *No. 57 Base Stone/Aggregate:* Base aggregate shall be paid for at the unit bid price per ton. The unit bid price for this item shall cover all equipment, removal/disposal of existing materials, labor and materials required to deliver, place, grade to drain, mechanically stabilize the stone subbase to the thickness indicated in the specifications. See attached drawings.
- *No. 2 Base Stone/Aggregate:* Base aggregate shall be paid for at the unit bid price per ton. The unit bid price for this item shall cover all equipment, removal/disposal of existing materials, labor and materials required to deliver, place, grade to drain, mechanically stabilize the stone subbase to the thickness indicated in the specifications. TenCate Mirafi H2Ri or approved equal geotextile filter fabric is subsidiary to this bid item. See attached drawings.
- *6" Perforated Pipe:* Shall be paid for at the unit bid price per linear foot (LF). The unit bid price shall include all labor, removal/disposal of existing materials, materials and equipment required to install pipe as part of the permeable paver system. Connection to the existing french drain is subsidiary to this bid item. See attached drawings.
- *Concrete Stairs/Landing:* The unit price named in the bid shall be for the Lump Sum (LS) to remove and replace the stairs and the upper and lower stair landings as shown in the attached drawing. The unit price for this item shall include all equipment, labor, materials, removal/disposal of materials and signage to complete this item as shown in the attached drawing. Compacted AB-3 base will be required in over excavated areas. **Concrete shall be an approved KCMMB 4K mixture. Stairway/landing construction shall comply with 2018 International Building Code.**

- *Handrail:* The unit price named in the bid shall be for the Lump Sum (LS) to remove and reuse the existing handrails in the stairs/landing area. The unit price shall include equipment, labor, materials and removal/reinstallation of existing handrails. Handrail lighting is not required to work after reinstallation. **Handrail re-installation shall comply with 2018 International Building Code.**

- *8" Concrete Pad:* The unit price named in the bid shall be for the Square Foot (SF) of 8" concrete pad installed. The unit price shall include sawing, 12" removal/disposal of existing material, pedestrian and vehicle traffic signage, labor, 4" thick compacted AB-3, 8" thick KCMMB 4k concrete and #4 rebar 2' On Center. See attached drawing.
 - **Bid Alternate #1 Item:** *Upper Entry Patio Area:* The units listed below shall include all equipment, labor, materials, haul off, compaction, disposal and connections to complete the item. See attached drawing.
 - Removal of Existing Material: The unit price in the bid shall be for the Lump Sum (LS) to remove all required materials to complete the patio improvements.
 - Saw Cutting Wall: The unit price in the bid shall be for the Linear Feet (LF) to cut the concrete wall/cast stone wall as per the plans. This bid item shall also include where required removal and resetting of existing cap stone.
 - 3" Decomposed Granite: The unit price in the bid shall be for the Tons of rock installed.
 - 4" AB-3 Base: The unit price in the bid shall be for the Tons of AB-3 installed. Grading to drain pipe and TenCate Mirafi H2Ri or approved equal geotextile filter fabric are subsidiary to this bid item.
 - 4" Perforated Pipe: The unit price in the bid shall be for the Linear Feet (LF) of pipe installed. ¾" clean aggregate, geotextile filter fabric, trenching, connection to building downspout and end cap are subsidiary to this bid items
 - Concrete Curb: The unit price named in the bid shall be for the Linear Feet (LF) of ribbon curb installed. Concrete shall be KCMMB 4K mix. Rebar is subsidiary to this bid item.
 - Any detour signage, road closure signage or pedestrian signage shall be subsidiary to this bid item

- **Bid Alternate #2 Item:** *Curb and Sidewalk Replacement at Operations Building:* The Operations Building is located at 1021 S. Madison Street, Raymore, Mo. The units listed below shall include all equipment, labor, materials, haul off, compaction, disposal and connections to complete the item. See attached drawing.
 - *Curb Replacement (CG-1) Straight Back:* The unit price named in the bid shall be for the linear feet (LF) of curb & gutter

removed and replaced. The unit price named in the bid shall cover all costs in connection therewith for CG-1, including: cutting, removal and disposal of existing material, doweling into existing curb, expansion material and installation of new curb and protection of the new curb during the curing process. Curb replacement will be in several areas of varying lengths. **Concrete curb shall be an approved KCMMB 4K mixture.** Any detour signage, road closure signage or pedestrian signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** No pavement cuts shall be permitted during the removal or replacement of the curb without permission. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.

- **4" Sidewalk Replacement:** The unit price named in the bid shall be for the square foot (SF) of sidewalk removed and replaced. The unit price named in the bid shall cover all costs in connection therewith for sidewalk replacement, including: cutting, removal and disposal of existing material, doweling into existing sidewalk, expansion material, installation of new sidewalk and protection of the new sidewalk during the curing process. Sidewalk replacement will be in several areas of varying lengths, 4" thick concrete with no rebar or gravel base, compacted AB-3 base required for over excavation. **Concrete sidewalk shall be an approved KCMMB 4K mixture.** Any detour signage, road closure signage or pedestrian signage shall be subsidiary to this bid item. **Weather permitting sidewalk shall be replaced within 24 hours of existing sidewalk removal.** Sidewalk backfill shall be completed within 5 days of the new sidewalk installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- **Bid Alternate #3 Item:** City Hall Sally Port Improvements. The units listed below shall include all equipment, labor, materials, haul off, compaction, disposal and connections to complete the item. See attached drawing.
 - **8" Concrete Pad:** The unit price named in the bid shall be for the Square Foot (SF) of 8" concrete pad installed. The unit price shall include sawing, 12" removal/disposal of existing material, pedestrian and vehicle traffic signage, labor, 4" thick compacted AB-3, 8" thick KCMMB 4k concrete and #4 rebar 2' On Center. See attached drawing.

- *Garage Floor Drain:* The unit price named in the bid shall be for the Linear Foot (LF) of garage floor drain installed. The unit price shall include concrete: (sawing, removal, expansion joint, disposal, doweling into existing concrete and concrete replacement (KCMMB 4k Mix), floor drain replacement: (floor drain removal, disposal, material, installation of replacement drain (12" Zurn Z882 Trench Drain-Trench Number 8202 with 4" outlet or approved equal) and connection to existing drain pipe.
 - Garage floor drain #1 (East Large Door):
 - 16 LF floor drain
 - 12" thick concrete replacement 42"x 18'
 - Garage floor drain #2 (South Small Door):
 - 8 LF floor drain
 - 12" thick concrete replacement 42" x 12'
- **Garage floor drain area is in a restricted area of the police department. A site tour will be conducted during the pre-construction meeting.**
- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *Expansion Joints & Dowels:* The contractor shall use three #5 smooth dowels when connecting into existing concrete. One end of each section of curb replacement shall also use ¾ inch expansion joint material with three greased and capped #5 smooth dowels. See the City's Technical Specifications for additional information regarding expansion joints and dowels.
- *Site Restoration:* Site Restoration shall be considered subsidiary to all concrete/paver bid items. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.** Existing wood mulch shall be removed and replaced in areas where mulch will be disturbed.
- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment, work shall be completed by 7:00 P.M. The City Engineer shall approve all work to be performed on Saturday and on any

holidays, no work on Sunday. All requests for doing such work shall be given 48 hours in advance.

- *Material Testing:* One set (four cylinders) of concrete compressive strength cylinders shall be made each week concrete is installed. Testing shall be subsidiary to the construction of this project. Cylinders shall be prepared and tested by an ACI certified technician.
- *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. Sidewalk warning signage required during construction.
- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (MCIB) Sections 10 and 11 for cold or hot weather concrete. With the following exception, concrete shall not be placed when temperatures are below 34 °F.

7. ADDITIONAL REQUIREMENTS

- *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
21-355-201

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 July, 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 26). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be 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 21-355-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Sam Randall having authority to act on behalf of (Company name) McConnell & Associates do hereby acknowledge that (Company name) McConnell & Associates 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.

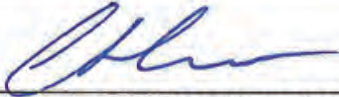
FIRM NAME: McConnell & Associates

ADDRESS: 1225 Iron Street
Street

ADDRESS: North KC MO 64116
City State Zip

PHONE: 816-946-0222

E-MAIL: s.randall@mconnellassociates.org

DATE: 04-13-21
(Month-Day-Year)  CFO/officer
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 21-355-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 21-355-201

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	Liberty Schools
ADDRESS	
CONTACT PERSON	Justin Presson
CONTACT EMAIL	jpresson@liberty.k12.mo.us
TELEPHONE NUMBER	816-736-5434
PROJECT, AMOUNT AND DATE COMPLETED	Available Upon Request

COMPANY NAME	Liberty Hospital
ADDRESS	
CONTACT PERSON	Nathan Spencer
CONTACT EMAIL	nathan.spencer@libertyhospital.org
TELEPHONE NUMBER	816-985-8969
PROJECT, AMOUNT AND DATE COMPLETED	Available Upon Request

COMPANY NAME	Loch Lloyd
ADDRESS	
CONTACT PERSON	Kristin Flyer
CONTACT EMAIL	kflyer@sentrymgt.com
TELEPHONE NUMBER	816-223-8075
PROJECT, AMOUNT AND DATE COMPLETED	Available Upon Request

COMPANY NAME	KCK Schools
ADDRESS	
CONTACT PERSON	Doug Clements
CONTACT EMAIL	doug.clements@kckps.org
TELEPHONE NUMBER	913-609-0559
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	Paola Schools
ADDRESS	
CONTACT PERSON	Chris Schroeder
CONTACT EMAIL	chris_schroeder@usd368.org
TELEPHONE NUMBER	913-238-7679
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: _____

State the current number of personnel on staff: _____

PROPOSAL FORM D
RFP 21-355-201

Proposal of McConnell & Associates, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as (*) a corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 21-355-201 – City Hall Concrete Replacement.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 21-355-201

City Hall Concrete Replacement

City Hall Base Bid

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
4" Sidewalk Replacement	SF	572	\$9.00	\$ 5,148.00
Curb removal and replace (CG-1) Straight Back	LF	435	\$50.00	\$ 21,750.00
8" Concrete Approach Wings	SF	650	\$14.00	\$ 9,100.00
ADA Ramps	Each	8	\$1,000.00	\$ 8,000.00
ADA Ramp Edge Curb	LF	80	\$100.00	\$ 8,000.00
Permeable Pavers	SF	1250	\$20.00	\$ 25,000.00
No. 57 Base stone/Aggregate	Ton	25	\$100.00	\$ 2,500.00
No. 2 Base stone/Aggregate	Ton	38	\$100.00	\$ 3,800.00
6" Perforated Pipe	LF	115	\$30.00	\$ 3,450.00
Concrete Stairs/Landing	LS	1	\$13,975.00	\$ 13,975.00
Handrail	LS	1	\$1,500.00	\$ 1,500.00
8" Concrete Pad	SF	1100	\$13.00	\$ 14,300.00
Mobilization, bonds and insurance	LS	1	\$2,500.00	\$ 2,500.00
TOTAL BASE BID				\$ 119,023.00

Total City Hall Base Bid for Project Number: 21-355-201

119,023.00
 \$ _____

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

(\$ One Hundred Nineteen Thousand Twenty Three)

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

Bid Alternate Item #1
City Hall Upper Entry Patio Improvements

Bid Alternate #1 Items	Units	Estimated Quantities	\$/Units	Total
Removal of Existing Material	LS	1	\$1,500.00	\$ 1,500.00
Saw Cutting Wall	LF	30	\$50.00	\$ 1,500.00
3" Decomposed Granite	Ton	3	\$500.00	\$ 1,500.00
4" AB-3 Base	Ton	4	\$50.00	\$ 200.00
4" Perforated Pipe	LF	18	\$50.00	\$ 900.00
Concrete Curb	LF	10	\$100.00	\$ 1,000.00
TOTAL BID ALT #1 ITEM				\$ 6,600.00

Bid Alternate Item #2
Operations Building Curb and Sidewalk Replacement


Bid Alternate #2 Items	Units	Estimated Quantities	\$/Units	Total
Curb removal and replace (CG-1) Straight Back	LF	170	\$50.00	\$ 8,500.00
4" Sidewalk Replacement	SF	272	\$8.00	\$ 2,176.00
TOTAL BID ALT #2 ITEM				\$ 10,540.00

Bid Alternate Item #3
City Hall Sally Port Improvements

Bid Alternate #3 Items	Units	Estimated Quantities	\$/Units	Total
8" Thick Concrete Pad in addition to base bid	SF	1100	\$16.00	\$ 17,600.00
Garage Floor Drain	LF	24	\$435.00	\$ 10,440.00
TOTAL BID ALT #3 ITEM				\$ 28,040.00

**BID PROPOSAL FORM E – RFP 21-355-201
CONTINUED**

Company Name McConnell & Associates

By 
Authorized Person's Signature

Chris Hanson CFO
Print or type name and title of signer

Company Address 1225 Iron Street
North KC, MO 64116

Phone 816-946-0222

Fax 816-842-1638

Email s.randall@mcconnellassociates.org

Date 4-13-2021

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 12, 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 3637 - Creekmoor Groundwater Investigation

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To: Geotechnologies
Amount of Request/Contract: \$26,475.75
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 2021	November 2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

A groundwater issue has manifested along Grandshire Drive in the Creekmoor subdivision, which created significant icing issues on the roadway last winter and - if left unchecked - will start to cause deterioration to the roadway and adjacent sidewalk.

The city currently has an on-call contract with Geotechnology to perform geotechnical and material testing services of this nature.

Based on a field investigation Geotechnology is recommending a series of groundwater monitoring wells be installed to determine the source and quantity of the groundwater. They propose to gather water level data over an eight-week period. Once the data is analyzed, they will provide recommendations for intercepting and diverting the groundwater.

Staff recommends engaging Geotechnology for this groundwater study.

BILL 3637

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GEOTECHNOLOGY INC. FOR THE CREEKMOOR GROUNDWATER INVESTIGATION PROJECT, IN THE AMOUNT OF \$26,475.75 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the City has contracted with Geotechnology Inc. for Geotechnical Engineering and Material Testing services on an as needed basis.

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 in the amount of \$26,475.75 with Geotechnology for the Creekmoor Groundwater Investigation project.

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 12TH DAY OF JULY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JULY, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

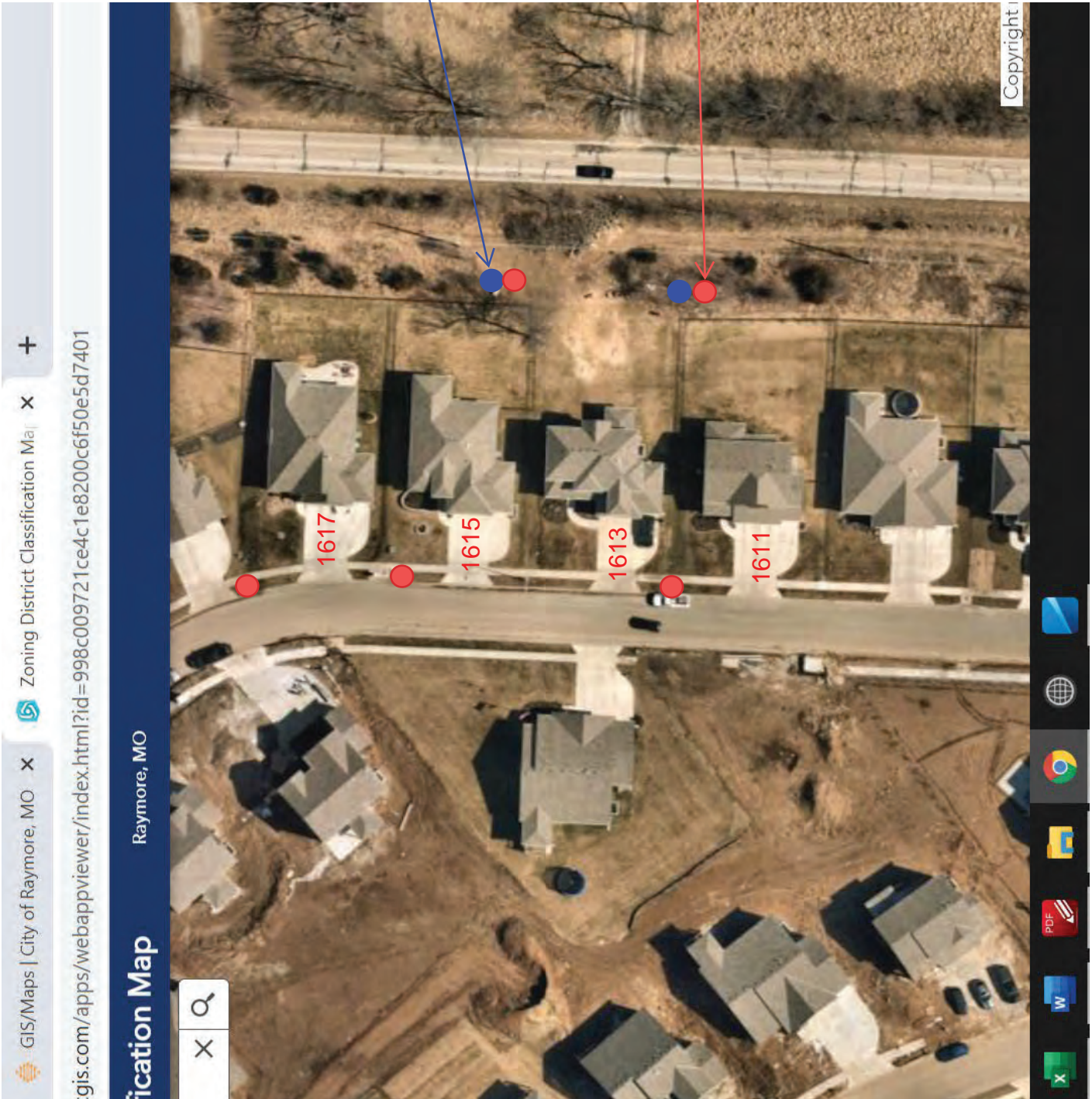
ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 12, 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 3634 - Budget Amendment - Creekmoor Groundwater Investigation

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$27,000
Amount Budgeted:
Funding Source/Account#: Fund 45 (CIST)

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

This amendment will provide the funding source to conduct the Creekmoor groundwater investigation project.

Because the problem was first brought to staff's attention following the approval of the fiscal year 2020-21 budget this project was not included.

Budget	Budgeted FY2021	Amendment	Change
Fund (45 CIST)	\$1,625,700	\$1,652,700	\$27,000

BILL 3634

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 CREEKMOOR GROUNDWATER INVESTIGATION PROJECT.”

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 Creekmoor Groundwater Investigation project as follows:

Budget	Budgeted FY2021	Amendment	Change
Fund (45 CIST)	\$1,625,700	\$1,652,700	\$27,000

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 12TH DAY OF JULY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JULY, 2021 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

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 3638 - Owen Good Force Main Condition Investigation

STRATEGIC PLAN GOAL/STRATEGY

2.2.3 Value and protect natural resources and green spaces.

FINANCIAL IMPACT

Award To:	Pure Technologies
Amount of Request/Contract:	\$90,800
Amount Budgeted:	\$95,000
Funding Source/Account#:	Ent. Capital Maintenance Fund (54)

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

An investigation of this type was last performed in 2011 at that time a number of areas were identified where the pipe walls had diminished thickness.

This project involves gathering data on the condition of the Owen Good forcemain in order to identify areas where the pipe walls have continued to deteriorate to the point that repairs and or pipe replacement are necessary.

Staff issued a Request For Qualifications/Quote (RFQu) for Force main Condition Investigation services. Qualifications packets were received on June 2, 2021 from Pure Technologies and Construction Product Marketing. Staff reviewed the qualifications of the two firms and determined Pure Technologies to be the most qualified firm for this engagement in a contract amount of \$90,800.

Staff has checked references and there were no issues or concerns about the work performed.

BILL 3638

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PURE TECHNOLOGIES FOR THE OWEN GOOD FORCE MAIN CONDITION INVESTIGATION PROJECT, CITY PROJECT NUMBER 21-380-301, IN THE AMOUNT OF \$90,800 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Force Main Condition Investigation Project was included in the FY2021 budget; and

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

WHEREAS, Pure Technologies 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 \$90,800 with Pure Technologies for the Force Main Condition Investigation 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 12TH DAY OF JULY, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JULY, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

Force Main Leak Detection

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 26th day July, 2021 between Pure Technologies, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 3636 South Geyer Road, Suite 100, St. Louis, MO 63128, hereafter referred to as the **Consultant**, 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 July 26, 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

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #21-380-301 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. Consultant 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 RFQu # 21-380-301 including insurance 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 begin upon Council approval and City Manager's signature. 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 City agrees to pay the Consultant, \$90,800.00 which is "not to exceed" Ninety Thousand Eight Hundred and No/100 dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Consultant for the completed work as follows:

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Consultant's work. The City will be the sole judge as to the sufficiency of the work performed. A 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

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

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Consultant may rely.

The Consultant'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 Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. Impossibility 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 Consultant 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.

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

Consultant 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. Consultant shall bear the cost of any permits which he is obligated to secure. Consultant will also ensure any sub-Consultants hired will obtain the necessary licenses and permits as required.

Consultant 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. Consultant agrees to ensure sub-Consultants and their employees comply with all applicable laws and regulations aforementioned.

Consultant 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.

ARTICLE VII 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 e-mail. 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 e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Consultant at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to mediate the issue. Mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute. In all cases where work on the project is not complete, the Contractor agrees to carry on with the work and to maintain the progress schedule during any dispute under this Contract unless otherwise mutually agreed in writing by the parties.

ARTICLE IX WARRANTY

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

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the consultant 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 XI
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant 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.

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

SEAL)

PURE TECHNOLOGIES

By: _____

Title: _____

Attest: _____

Appendix A

Scope of Services

Attached.

Appendix B General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of July 2021, with final design and bid specifications completed within 90 days.

C. *Insurance*

The Consultant 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 Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforced or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. *Hold Harmless Clause*

The Consultant 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 Consultant or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor 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 Consultant 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 Consultant; 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 Consultant, 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 Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub consultant or vendor used by the Consultant.

G. *Invoicing and Payment*

The Consultant shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

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 Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Consultant 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 Consultant within thirty (30) days of receipt of the claim.

City decisions shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or his 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 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*

The Consultant 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.

The Consultant 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 Consultant 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 Consultant at the Consultant'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 Consultant shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Permits*

The successful Consultant shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Business License" required of all vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. Release of Information

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

Q. 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.

R. Affidavit of Work Authorization and Documentation:

Pursuant to 285.530 RSMo, the consultant 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.



City of Raymore
 Force Main Leak Detection
 RFQu:21-380-301

PROPOSED FEE & PAYMENT SCHEDULE

Bid Items

*see table for pricing items

Item	Description	Unit	Unit Price	Quantity	Total Price
1	Site visit and Project Planning	LS		1	\$10,000.00
2	Mobilization and Inspection set-up	LS		1	\$16,750.00
3	Inspection Run and data analysis	Per LF	17,000 LF	\$3.15/LF	\$53,550.00
4	Optional Mapping service	Per foot	17,000 LF	\$1.15	TBD
5	Report Fee	LS		1	10,500.00
Total Fee Proposal					\$ 90,800.00

Notes:

1. Pricing assumes planning and inspections are performed under a single mobilization.
2. The inspection report will contain, a detailed overview of the inspection, the data analysis, a pipe listing, and leak and H2S gas pocket locates.

Optional Additional Services as requested by Raymore					
1					
2	Transient Pressure monitoring for 30 days	EA	\$5,550.00	1	\$5,550.00
3	Performance Curves (FEA) Structural Analysis	EA	\$12,975.00	1	\$12,975.00
4	Remaining Useful Life Statistical Analysis	EA	\$15,750.00	1	\$15,750.00
5	Test Pit Pipe Verification – UT spot testing or handheld Electromagnetic <i>Max of 2 days on site</i>	EA	\$12,250.00	-	TBD

All travel, shipping and related expenses are included in the mobilization and field data collection/inspection costs. Payment of services rendered by Pure Technologies will be invoiced accordingly.

Standby charges: For standby time of the on-site inspection team once the field team mobilizes to the site due to clients' operations or other project work issues, the client directs the Pure team



City of Raymore
Force Main Leak Detection
RFQu:21-380-301

to standby. This item will be invoiced upon the completion of the field work. Additional cost \$15,000.00/day.

Payment Schedule

Service	Fee	Invoicing Period
Project Planning	\$10,000.00	Upon Completion of Project Planning Document
Project Mobilization and set-up	\$16,750.00	Upon Completion of Mob/Demo
Inspection and Analysis	\$53,550.00	Upon Completion of Inspection
Draft Report	\$5,000.00	Upon Completion of the Draft Report
Final Report	\$5,500.00	Upon Completion of the Final Report
Optional Field Validations based on inspection results	\$12,250.00	Upon Completion of Field Verifications

QUOTE FORM D

Fee

Cost, complete to provide professional services as outlined in RFQu # 21-380-301.

Total Cost: Ninety Thousand Eight Hundred Dollars and Zero Cents

\$ 90,800.00

Please submit 'Quote Form D' in a separate sealed envelope labeled:

Form D - Quote
RFQu: 21-380-301
Force Main Leak Detection
Firm Name



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 12, 2021

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

Resolution 21-22 - Festival in the Park Memorandum of Understanding

STRATEGIC PLAN GOAL/STRATEGY

1.1.4 Create signature events and amenities in our community.

FINANCIAL IMPACT

Award To:	Festival in the Park (In-Kind Services)
Amount of Request/Contract:	\$4,500
Amount Budgeted:	\$5,000
Funding Source/Account#:	25-25-4901-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Sept. 16, 2021	Sept. 18, 2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	June 22, 2021
Action/Vote:	6-0 approving the 2019 MOU

LIST OF REFERENCE DOCUMENTS ATTACHED

2021 Memorandum of Understanding (Signed)

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Raymore Festival in the Park is an annual event held in Raymore's Memorial Park. The three-day event includes carnival rides, vendor booths and various activities for the benefit of the residents of Raymore and surrounding areas.

The attached memorandum of understanding outlines the partnership of services, materials and public land offered by the City as an in-kind contribution to the Festival in the Park.

The MOU is reviewed and approved each year between the Parks and Recreation Board and the Festival Committee outlining the in-kind services and park usage. The Festival MOU document is presented to the Council for approval.

RESOLUTION 21-22

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAYMORE AND THE FESTIVAL IN THE PARK, INC. COMMITTEE FOR THE 2021 FESTIVAL IN THE PARK EVENT."

WHEREAS, the Festival in the Park is an annual event held in the Raymore Memorial Park; and

WHEREAS, the City provides staff to support the festival as an in-kind contribution to the Raymore Festival in the Park, Inc.; and

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

Section 1. The City of Raymore and the Festival in the Park, Inc. Committee agree to the Memorandum of Understanding attached as Exhibit A.

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 12TH DAY OF JULY, 2021 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

MEMORANDUM OF UNDERSTANDING



Festival in the Park - 2021
September 16, 17 & 18



MEMORANDUM OF UNDERSTANDING

Between: Raymore Parks and Recreation
And: Festival in the Park, Inc.
Date: May 25, 2021
Re: Raymore Festival in the Park Operations 2021



The Raymore Festival in the Park is an annual event held in Raymore's Memorial Park. Since the event will be held on City property in Memorial Park and the Festival in the Park organizers have expressed an interest in using the services of certain city staff for the event, both parties recognize the need to document in writing certain specific details of the relationship between the two organizations. The City of Raymore through the Raymore Parks and Recreation Department (City) and the Raymore Festival in the Park, Inc. (RFIPI), agree that this Memorandum of Understanding shall be the agreement under which both parties will operate in concert to provide the city-wide special event that benefits the residents of Raymore.

1. City Contribution

The City Council has determined that the Festival in the Park is a unique event of public interest and importance such that an in-kind contribution of park staff labor, electrical service, and park license fee of up to \$4,500 is found to be justified and in the best interests of the citizens of Raymore and is authorized as a material term of this Memorandum of Understanding to preserve and promote the Festival. Such contribution will be made from the General Fund of the City. For its sponsorship, the City will receive those benefits outlined in Attachment # 3.

2. Procedures for approval of this document

The RFIPI shall negotiate the following license agreement to include the reservation and use of certain areas of Memorial Park and Recreation Park, as well as several areas in the City Hall and certain services listed below. The license agreement shall be reviewed by the Park Board for recommendation to the City Council. RFIPI shall present the license agreement to the Council for approval.

3. Communication between CITY and RFIPI

Both CITY and RFIPI shall each designate a single contact person through which all contact shall be made. Requests pursuant to this license agreement and requirements of the agreement as listed in the duties and responsibilities attachments shall be made in writing.

4. The License Agreement Policy of the Park Board

The Raymore Park Board has adopted a policy for the license of City-owned facilities to outside agencies for special events. This policy ensures that the City will be reimbursed for costs related to organizational use of facilities in the amount of \$150 per day for standard special events. Standard event set up shall include fresh mowing of the park area, daily trash servicing, and daily rest room servicing. Additional duties related to park



set up, event staffing, and post-event clean up shall be billed to organizations at a rate of \$20 per man hour for regular time, \$30 per man hour for overtime, and any additional expenses incurred as agreed upon by the Board and the organization.

5. License Agreement. The term of the 2021 license of City facilities by the RFIPI shall begin on Thursday, September 16, 2021 and end on Saturday, September 18, 2021.

The RFIPI shall have use of the following Memorial Park facilities for the term of this license (see map attached):

1. northeast parking lot and east central parking lot
2. east field
3. ball fields #1 and #2 and areas surrounding those fields
4. Lions shelter
5. West shelter
6. Concession stand
7. park areas north and west of the tennis courts
8. park areas south of the west shelter to Lucy Webb Road

RFIPI shall have license to use Recreation Park parking lot and trail area for the parade on the morning of Saturday, September 18, 2021.

- A. Park Closure.** At no time shall the park be closed to the public. Facilities not specifically listed in "5" above shall remain available for public use.
- B. Damage to facilities or grounds.** Any damage to facilities or grounds caused by the festival, ordinary wear and tear excepted, shall be charged to the organization in an amount to include supplies and man hours spent repairing said damage.
- C. Compensation and Reimbursables.** The amount of \$450 (\$150 daily license fee X 3 days) shall be taken from \$4,500 in-kind contribution, leaving the remainder to apply toward electrical service and park staff labor. Charges for electrical service shall be equal to the amount charged by KCPL for the meter located near the NW corner of Raymore Elementary School during the term of the license. Charges for park staff labor to perform duties listed below shall be at the rate of \$20 for regular time activities and \$30 for overtime activities.

Based on the 2019 event request, the amount of reimbursable charges is expected to be approximately \$4,000. RFIPI shall pay CITY for all services provided by CITY, if any, that exceed the City's in-kind contribution of up to \$4,500.

Duties requested by RFIPI:

1. provide trash receptacles, collect trash, dispose of trash to RFIPI provided dumpster, and clean in accordance with the following schedule:
 - Collect trash every two to three hours during the course of the event



- Clean rest rooms every two to three hours during the course of the event
- 2. Provide standard City forms as required.
- 3. Prepare the parks for the event to include non-standard items such as set up of chairs, tables, tents, parade line up areas, boy scout areas, carnival areas, vendor booth areas with electricity, sound system and lighting under the shelter, volleyball and basketball areas, operational barriers and cones, and transporting equipment to the site.
- 4. Provide staff for the Sunday carnival arrival and provide staff for the three-day event to perform manual duties including set up and tear down of individual activity areas, regular trash pick up, transportation of equipment between the park and the maintenance building, coordination of the parade with the police department, and troubleshooting electrical and emergency issues.
- 5. Lend equipment that has traditionally been used during the festival to RFIPI by transporting it on the day needed to the event site. Equipment includes popup tents, sound systems, extension cords, power cords and junction boxes, trailers, event/activity supplies, portable basketball hoops, t-posts and streamers, and traffic cones.

D. Independent Contractor

RFIPI is an independent contractor with respect to all services performed under this license agreement. RFIPI accepts full and exclusive liability for the payment for any services or products purchased for the event and for all premiums, contributions, or taxes for worker's compensation, social security, unemployment benefits, or other benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by RFIPI on work performed under the term of this license. RFIPI shall defend, indemnify, and hold harmless the City from any claims or liability for such contributions or taxes. Nothing contained in this license agreement nor any act of the City or of RFIPI shall be deemed or construed to create any third party beneficiary or principal or agent association or relationship with the City. RFIPI is not the City's agent and RFIPI has no authority to take any action or execute any documents on behalf of the City.

E. Indemnification

RFIPI shall defend, indemnify, and hold harmless the City from and against any and all claims arising out of or resulting from all acts or omissions in connection with this agreement caused in whole or in part by RFIPI or RFIPI's agents, regardless of whether or not caused in part by any act or omission including negligence of the City. RFIPI is not obliged under this section to indemnify CITY for the sole negligence of the City.

F. Insurance Requirements

RFIPI shall procure and maintain in effect throughout the duration of the license agreement insurance coverage listing the CITY as an additional insured that is not less than the types and amounts specified as follows:

1. Commercial general liability insurance: with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate,
2. Worker's compensation insurance to meet statutory requirements,
3. Commercial automobile liability insurance, and
4. If applicable, professional liability insurance.



In the event that additional insurance, not specified herein, is required during the term of this agreement, CITY reserves the right to require RFIPI to provide such insurance or, if RFIPI fails to provide such insurance, to obtain such insurance at RFIPI's expense. Policies containing a self-insured retention are unacceptable to CITY and shall not be deemed to meet the insurance requirements of this agreement.

Policies may not be materially changed or cancelled during the term of this agreement without the City's prior written consent. Prior to any material change or cancellation, the City shall be given thirty (30) days advance notice by certified or registered mail to the City at the following address:

City of Raymore
Attn: Parks and Recreation Department
100 Municipal Circle
Raymore, MO 64083

Further, the City shall be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

RFIPI shall, by no later than **August 16, 2021**, provide the City with proof of insurance evidencing that RFIPI has met the insurance requirements of this agreement. Such insurance policies shall name the CITY as additional insured.

G. Compliance with laws

RFIPI shall comply with all federal, state and local laws, ordinances, and regulations applicable to this license agreement. RFIPI, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this license agreement. All references to "code" shall mean the City's code of ordinances, including any amendments thereto or recodification thereof.

H. RFIPI Responsibilities

See attachment #1, RFIPI's responsibilities, incorporated into this agreement.

I. Termination of Agreement

CITY may, at any time upon ten (10) days notice to RFIPI specifying the effective date of termination, terminate this agreement, in whole or in part, if RFIPI is determined by the City to be in breach of any portion of this agreement. RFIPI may terminate this agreement upon ten (10) days notice to CITY if CITY is in material breach before the end of the ten day notice period. If this agreement is terminated prior to the completion of the services to be performed hereunder, all finished or unfinished documents and agreements prepared or obtained by RFIPI pursuant to this agreement shall become City property. If this agreement is terminated prior to the completion of the term, RFIPI shall immediately remove all property owned by it or its agents that is located on the licensed premises.



J. Defaults and Remedies

Should RFIPI be in default or breach of any provision of the agreement, CITY may terminate, suspend CITY's performance, or invoke any other legal or equitable remedy after giving RFIPI reasonable notice and opportunity to correct such default or breach.

K. Annual Report

A detailed report shall be presented to the City Council after the event.

L. Americans with Disabilities Act

RFIPI shall comply, during the course of this license agreement, with all provisions of the Americans with Disabilities Act.

M. Assignability or Subcontracting

RFIPI shall not subcontract, transfer, or assign any part or all of RFIPI's privileges, obligations, or interests without CITY's prior written approval.

N. City logo.

RFIPI shall place the City of Raymore's logo or name and title usage as set forth on attachment #2 on all festival information distributed to the public.

RAYMORE
parks & recreation

SIGNATURES:

President, Raymore Festival in the Park, Inc.

<u> Dan Barnes </u>	<u> Dan Barnes </u>	<u> 5/4/21 </u>
Printed Name	RFIPI President Signature	Date

City Manager, City of Raymore

_____	_____	_____
Printed Name	City Manager Signature	Date

Chair, Raymore Parks and Recreation Board

<u> Steven TrAUTMAN </u>	<u> [Signature] </u>	<u> 6/22/21 </u>
Printed Name	Park Board Chair Signature	Date

Miscellaneous

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, APRIL 27, 2021, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Bartow, Casas, Collier, Manson. Members absent; Houdyshell and Supple.

STAFF PRESENT: Director Musteen, Park Superintendent Rulo, Recreation/Facilities Superintendent Gibbs and Office Assistant Naab.

1. Call to Order: Chairman Trautman called the meeting to order at 7:01 pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

Park Board Member Appreciation-Bryan Harris.

Director Musteen presented former Board Member Harris with a plaque.

Gary Manda from Troop 1032-Eagle Scout Project Presentation.

Gary Manda will landscape the South entrance to the Police Station. It will be completed in one day. A date has not yet been set.

5. Consent Agenda

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

A. Park Board Minutes March 23, 2021

Motion: Member Manson moved to accept the Park Board minutes of March 23, 2021. Member Casas seconded the motion.

Discussion:

Vote:	4 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	2 Absent	Member Collier	Aye
	1 Abstain	Member Houdyshell	Absent
		Member Manson	Aye
		Member Supple	Absent
		Member Trautman	Aye

6. Staff Reports

- Recreation/Facilities Superintendent Gibbs highlighted his written report.
- Parks Superintendent Rulo highlighted his written report.
- Director Musteen highlighted his written report. Member Manson reminded staff about project ideas that were discussed during the work session and asked staff to follow up.

7. Unfinished Business - None

8. New Business

A. Park Land Dedication

Action Item

Staff presented a Park Land Dedication Proposal from The Prairie at Carroll Farms for review and acceptance.

Motion: Member Manson moved to accept the recommendations for the Land Dedication
Member Casas seconded the motion.

Discussion:

Vote:	5 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	2 Absent	Member Collier	Aye
		Member Houdyshell	Absent
		Member Manson	Aye
		Member Supple	Absent
		Member Trautman	Aye

B. Budget Amendment

Action Item

A budget amendment was presented to the Park Board amending the FY21 capital budget for the purchase of picnic tables for T.B. Hanna Station.

Motion: Member Manson moved to accept the budget amendment for picnic tables.
Member Casas seconded the motion.

Discussion:

Vote:	5 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	2 Absent	Member Collier	Aye
		Member Houdyshell	Absent
		Member Manson	Aye
		Member Supple	Absent
		Member Trautman	Aye

C. Storywalk - Cass County Public Library

Action Item

Director Musteen presented a request from the Cass County Public Library to place temporary signage along a trail that displays a walkable story book.

Motion: Member Manson moved to accept the request for the storywalk.
Member Casas seconded the motion.

Discussion:

Vote:	5 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	2 Absent	Member Collier	Aye
		Member Houdyshell	Absent
		Member Manson	Aye
		Member Supple	Absent
		Member Trautman	Aye

9. Public Comment

10. Board Member Comment

Several members thanked Mr. Harris and Ms. Williamson for their time and dedication to the Park Board.

11. Adjournment

Motion: Member Manson moved to adjourn the regular meeting.
Member Casas seconded the motion.

Discussion: None

Vote:	5 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	2 Absent	Member Collier	Aye
		Member Houdyshell	Absent
		Member Manson	Aye
		Member Supple	Absent
		Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 7:34 pm.

Respectfully submitted,
Greta Naab
Office Assistant

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, JUNE 15, 2021**, IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN MATTHEW WIGGINS, WILLIAM FAULKNER, KELLY FIZER, TOM ENGERT, JIM PETERMANN, ERIC BOWIE (arrived at 7:01pm), MAYOR KRIS TURNBOW, MARIO URQUILLA, AND JEREMY MANSUR. ALSO PRESENT WAS CITY PLANNER KATIE JARDIEU, DEVELOPMENT SERVICES DIRECTOR JIM CADORET, CITY ATTORNEY JONATHAN ZERR, DIRECTOR OF PUBLIC WORKS MIKE KRASS, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

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

- a. **Approval of the minutes of the May 18, 2021 meeting.**

Motion by Commissioner Faulkner, Seconded by Commissioner Petermann, to approve the consent agenda.

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.

6. Unfinished Business - None

7. New Business -

- a. **Case # 21010: Saddlebrook Rezoning (*public hearing*)**

Chairman Wiggins opened the public hearing at 7:02pm.

Shawn Duke of Schneider Associates, 802 Francis St., St. Joseph MO 64501 came before the Planning Commission to request modification to the development standards of the existing R-1P zoning designation of 65 +/- acres, generally located north of Hubach Hill Road, east of the Stonegate subdivision. Mr. Duke highlighted that there are both a rezoning and preliminary plat for Saddlebrook, which is south of Brookside on Hubach Hill Road. Brook Parkway will extend down through the property and will be on the east side of the property. What is being proposed is a combination of single-family residential lots, with varying lot sizes. The northern

half of the property has 65ft wide lots, which is similar to the lot sizes in the Brookside development. The southern half of the property has 45ft wide lots, which allow for narrower houses on the lots. Mr. Duke stated that the plan is to keep the neighborhood single-family residential, and to match the neighborhoods surrounding the property, including comparable design. The floodplains have been accounted for, and there is a floodplain along the west side of the property, as well as a floodplain that runs along the creek on the southern portion of the property. The current zoning is Planned Development, and the request is to change the requirement of the development to allow for change in lot widths.

City Planner Katie Jardieu began the staff report by stating that the applicant is requesting to modify the development standards on the 65-acre parcel associated with the "R-1P" Single-Family Residential Planned District to adjust lot width, lot size, side-yard building setbacks, and lot coverage to allow for a mixture of single-family homes in the proposed development. The approval of this modification would change the lot sizes from 8,400 square feet to 4,500 square feet, the lot width of 45ft, the lot depth will stay the same at 100ft, and the front yard and rear yard setbacks would stay the same at 30ft. The side yard setbacks would go from 7ft to 5ft, and a corner lot would stay the same at 20ft. The maximum building height would stay the same at 35ft, and the maximum building coverage would increase from 30% to 40%. Ms. Jardieu stated that the surrounding properties to the north, south, and west are R-1P, and the land to the east is unincorporated Cass County. Ms. Jardieu read 6 items into record, and included any additional exhibits as presented during the hearing. The subject property was rezoned from "R-1" Single-Family Residential District to "R-1P" Single-Family Residential Planned District on April 10, 2006. Three surrounding properties were rezoned to R-1P as well in 2005, 2015, and 2019 respectively. The developer initially requested to reclassify the zoning of the property from R-1P to R-2P in order to allow a mix of single and two-family residential dwellings. After meeting with neighbors and hearing concerns, and after a recommendation of denial from the Planning & Zoning Commission in September 2020, the developer decided to withdraw the application, and is back in front of the Planning & Zoning Commission currently to modify the R-1P setbacks. Ms. Jardieu stated that a Good Neighbor meeting was held on Wednesday, May 19 at Harrelson Hall. 15 people attended including residents of the county from Dutchman Acres. Also of note, the Raymore-Peculiar school district received a copy of the conceptual plan and are aware of the development, and do not feel it will have a negative impact on the ability to meet the standards for the students. The conceptual plan for Saddlebrook was shared at the Good Neighbor meeting, which showed approximately 74 single-family homes with a minimum of 65ft lot widths to the north, and 98 single-family homes with a minimum lot width of 45ft lot widths to the south.

Chairman Wiggins asked Ms. Jardieu to clarify if the only thing to be discussed for this case is the lot widths and measurements?

Ms. Jardieu stated that yes, that is correct.

Commissioner Mansur wanted to clarify that the conceptual plan for Saddlebrook presented at the Good Neighbor meeting was the current plan for the development, and not the plan for any previous developments of the property.

Ms. Jardieu confirmed this.

Chairman Wiggins opened the meeting for public comments at this time.

Christopher Yates, 1011 Magnolia, Dutchman Acres subdivision, Raymore MO 64083 came to the podium to comment. Mr. Yates stated that he attended the Good Neighbor meeting where the City Planner and Shawn Duke presented, and he is concerned that the development does not fit the area. Mr. Yates stated that he believes this development is an experiment to shrink down lot sizes, and has concerns that there will be increased traffic, increased occupation of a

small area, and that approving this development would allow more developers to shove more people into smaller lots and smaller neighborhoods. The northern end of the development would not be the issue, since the lot sizes are larger, but the decision should not be made based on the needs of the builder and their desire for profit. Mr. Yates continued on that the Commission is in place to create a more beautiful city, and to make Raymore a city where people want to live and stay for a long time.

Chris Oakes, 1012 S. Madison Street, Dutchman Acres Subdivision (lot is within the City), Raymore MO 64083 came to the podium to comment. Mr. Oakes stated that his biggest concern is that the lots on the south side of the development would not have enough room between the houses to repair the foundations if they become damaged by potential flooding or other issues. 45ft widths on the lots would not allow enough space for maintenance equipment to be utilized, and if the homes are not properly maintained, the property values will drop.

Cameron Reed, 1124 W Hubach Hill Road, Dutchman Acres Subdivision, Raymore MO 64083 came to the podium to comment. Mr. Reed commented that when buying a starter home, the smaller lots would not appeal to a buyer. Mr. Reed stated that he believes the developer is trying to stick too many houses too close together, which will create more traffic in the area, and there is not room on the proposed streets for street parking.

Chairman Wiggins closed the public hearing at 7:19pm, and opened the floor for Commissioner or applicant questions.

Commissioner Urquilla asked Ms. Jardieu if there are currently any lots in Raymore where the lot sizes mirror those of the proposed development?

Ms. Jardieu responded that yes, there are similar lot sizes in Eastbrook in Creekmoor. There are lots in the Stonegate subdivision with 60ft lot widths, and the homes on those lots have a three-car garage, whereas the lots on the south side of the proposed development with 45ft wide lots will have a two-car garage.

Commissioner Bowie asked if the applicant would like to explain or rebut some of the concerns brought up by the public comments? There is concern about the sizes of these lots on the south side, and with 1300sq ft homes, the lots seem small.

Mr. Duke explained that what is currently being proposed is 45ft wide lots, and there are a variety of house plans consisting of 1200sq ft-2000sq ft homes that would fit on the lots. The developers are trying to find the balance between the cost of building affordable homes and the number of lots in the south end of the property. Mr. Duke stated that part of the reason the developer is requesting higher density on the south side of the property is to help cover the cost of building materials as well as infrastructure costs associated with development. Historically, homes have been built on narrower lots, and the homes in this development would have to go more vertical to accommodate. Mr. Duke also stated that housing brings commercial development, which brings industry, and if new housing is not approved, the city will eventually go stale while the surrounding communities will continue growing successfully. The lots are not changing in depth, and there is still 100ft+ depth to the lots. There is equipment that can work in smaller spaces, and should be able to work given the room between houses. Mr. Duke mentioned that all criteria will be met for the floodplains, and that there are codes in effect to help protect homes near floodplains.

Chairman Wiggins asked Director of Public Works Mike Krass if there are necessary improvements to be made or are there any concerns the City has?

Mr. Krass responded that no, there are no improvements or concerns from an infrastructure standpoint, and as the applicant stated, the Raymore floodplain ordinance is more restrictive than other cities'. The city of Raymore does not allow structures to be built in the floodplain, and lots are not platted in floodplains. With regards to future foundation work, the City building inspections department does a footing inspection on homes to make sure the soil is sound before the footings are constructed. Mr. Krass stated that a number of homes have been built adjacent to the floodplain, and he is not aware of anyone that has had to have foundation repairs due to settlements.

Chairman Wiggins stated that he was able to find the adjustments that were made for Eastbrook at Creekmoor subdivision. The lots were 4500sq ft, with a minimum lot width of 30ft in a cul-de-sac, 40ft width for a regular lot, and 47ft width for a corner lot, and stated that the lots for the proposed subdivision are larger and have more requirements than the Eastbrook subdivision.

Ms. Jardieu clarified that the city does not allow any portion of the lot in the floodplain.

Commissioner Fizer asked Chairman Wiggins how many of the 30ft lots are there in the Eastbrook subdivision?

Chairman Wiggins responded that the initial plan was for around 35 houses, and around 35 more houses have been approved. Mr. Krass confirmed this, and clarified that these numbers are for the first two phases, and there will probably be four total phases.

Mr. Duke clarified that the houses to be built on the 45ft lots are intended to be the same size as what is in Brookside done by the same builder. There will be more square footage available because the houses will be longer and have more on the second floor.

Commissioner Fizer stated that she personally believes the lots are way too small, and while the idea of smaller houses is okay, she would not buy a house in this neighborhood. The gentleman that commented on the parking is correct, it is a lot of houses and a lot of cars, and as the area becomes more developed, the area will become very congested and tight.

Commissioner Faulkner stated that he would like to make a few points in opposition of the rezoning. This proposed subdivision seems too dense for the area. The zoning classification R-1.5 is designed to be small lots for single-family residential, with a minimum lot size according to that code of 6500sq ft, and a minimum lot width of 60ft. The lots in this proposed subdivision are smaller than that at 4500sq ft, with a minimum lot width of 45ft, and is considerably smaller than Prairie View of the Good Ranch. All but one of the commissioners were there when it was proposed to rezone the property from R-1P to R-2P, going from single-family to duplex. Commissioner Faulkner pointed out the proposal was denied by the Commission, which included 166 total housing units, whereas the current proposed rezoning would allow for 172 total housing units, making it more dense than the denied previous rezoning proposal. The "P" designation is meant to be a trade off for higher density in return for amenities, and outside of the trail, Commissioner Faulkner mentioned that he doesn't see any amenities on the property. He also mentioned that by rezoning the property, it would allow the larger lots on the north end to move to the same lot sizing as the south end, which is not ideal.

Ms. Jardieu asked to clarify something that was said. The rezoning does not allow the developer to put the smaller lots everywhere, the subdivision would have to follow the conceptual plan, and if there is a deviation of 10% or more, the plan will have to come back before the Planning Commission.

Motion by Commissioner Faulkner, Seconded by Commissioner Fizer, to not accept staff proposed findings of fact and deny case #21010 Saddlebrook subdivision amendment to the R-1P, and provide alternate findings of fact based on Commissioner comments and the public comments.

City Attorney Jonathan Zerr stated that the additional findings of fact would have been the comments from the Commission members regarding the application before the Commission, including the adoption of the comments from Commissioners Fizer and Commissioner Faulkner.

Vote on Motion:

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

Motion passed to deny the case 6-3-0.

Ms. Jardieu suggested a short break before the next case, to give the applicant time to decide if they would like to continue or withdraw the application for Case B. Chairman Wiggins agreed, and at 7:40pm, took a 5 minute recess. Everyone returned at 7:45pm for Case B, which the applicant moved forward with presenting.

b. Case # 21011: Saddlebrook - Preliminary Plat (public hearing)

Chairman Wiggins opened the public hearing at 7:45pm.

Shawn Duke of Schneider Associates, 802 Francis St., St. Joseph MO 64501 came before the Planning & Zoning Commission for approval of the Saddlebrook subdivision preliminary plat, which includes approximately 65 acres generally located north of Hubach Hill Road, and east of Stonegate subdivision. Mr. Duke highlighted that Brook Parkway will connect to the subdivision north of the proposed development, and will also connect south of the proposed development into The Prairie of the Good Ranch. The creek on the west side of the property is a physical limitation, as is the pond that will remain to the west side. Keeping the limitations in mind, the developers have created the layout of the neighborhood, with the northern lots curving along the terrain of the land, so the lots drop off in the rear toward the creek. The cul-de-sac roads were configured keeping in mind the existing gas main on the west side of the property. The trail along the creek will be a continuation of the trail in the Brookside subdivision to the north, and the trail ties into the sidewalks in the development. The lots are around 65ft wide lots in the north, and 45ft wide lots in the south of the property. The house layout seen in the packet is a typical layout for the houses on these lots, which is a 3-bedroom home with a garage, sized between 1500sq ft-1800sq ft. The streets are designed to meet city standards, the cul-de-sac lengths are appropriate for city standards, and the cul-de-sacs will be teardrop-shaped as the city requires.

Mayor Turnbow mentioned to the applicant that it would be nice to have more styles and layouts of homes to see instead of just the one included in the packet. Mayor Turnbow also mentioned that with the lack of amenities on the property, the homes would have to have nice amenities inside, and be deemed by the Commission to be something that fits in the surrounding community.

Mr. Duke responded that he has more homes that he can show the Commission, and added that there are some amenities, including the trail and the playground area, and there is room to add more amenities, but there are no plans to add to the amenities currently in the preliminary plans. As the additional home plans are shown to the Commissioners, Mr. Duke explains that the developer will have lots for sale, so there will be multiple builders in the subdivision, but there will be guidelines for what is typical in the subdivision. The intent is that there will be a variety of houses in this subdivision.

Mayor Turnbow asked the applicant what size lots are required for the larger homes that are being shown?

Mr. Duke responded that all of the homes that are being presented will fit on the 45' wide lots.

Commissioner Bowie asked if there is a possibility to have several builders? The developer is not building all of the homes here?

Mr. Duke responded that yes, that is correct. What is being requested is a preliminary plat, not a planned district that would restrict them to this specific architecture. The intent is to build lots to sell to developers. Ideally, the number of builders would be restricted, to allow for a variety of home styles, while keeping some sort of consistency to the neighborhood.

City Attorney Zerr wanted to make sure that the Commissioners are focused on the proposed findings of fact and the four items that have been identified. The final determination should be pulled from the findings of fact.

Mayor Turnbow asked if Linda Welsh, realtor for Brookside Builders, could clarify how much of the Brookside subdivision has gone to rental property?

Linda Welsh, 1008 N Mullen Rd., Raymore MO 64083 answered that less than 20% of the homes in the Brookside subdivision have gone into rental. Most of the residents in that neighborhood have lived there since the subdivision has been built.

City Planner Katie Jardieu provided the Staff Report, stating that the Preliminary Plat Case #21011 should be considered based on if the rezoning was approved. Ms. Jardieu stated that Brookside Builders is requesting preliminary plat approval of nearly 65 acres. The surrounding properties are zoned R-1P. The Parks & Recreation Board recommendation that was done as a part of Brookside 10 final plat, which was part of Brookside South subdivision, remains current. The Park Board agreed to accept the parkland dedication of Tract Y in Brookside 10, and the construction of a trailhead parking lot along Bristol Drive, as well as a proposed walking trail from Bristol Drive south to Hubach Hill Road. The requirements for that parkland dedication which also cover this subdivision have been met. The property owners are the same individuals who developed the Brookside subdivision, and the property was initially planned as an extension of the Brookside subdivision and was referred to as Brookside South. The new owners are separating the property from Brookside and the area has been renamed Saddlebrook subdivision. Existing stream buffers throughout the property will be preserved. A high-pressure natural gas line runs parallel to the stream, and the stream acts as a natural

buffer of at least 500 feet between proposed homes and the existing Stonegate subdivision to the west. The sanitary sewer line is located to the west along the stream. The interceptor is sized to support the development of the subdivision. Stormwater will be maintained through the stream channel with the flow naturally falling to the southwest. A natural crest in the property along the east side keeps water from reaching Dutchman Acres. The dam located within Dutchman Acres is not regulated by the State of Missouri, and liability for the dam lies with the property owners of Dutchman Acres where it is located. Ms. Jardieu stated that improvements to Hubach Hill Road made in 2010 accounted for the development of this area as single-family residential, and therefore has adequate capacity to handle the subdivision traffic. Brook Parkway will connect the Brookside Subdivision to Hubach Hill Road and be a minor collector. A playground, open park field, trail, and preservation of natural features including the stream are amenities to be provided with the development. The MOU identifies the timeline for when all amenities must be constructed. Ms. Jardieu mentioned that the request to modify the development standards of the existing "R-1P" Single-Family Residential Planned District must be approved by City Council prior to final consideration of the preliminary plat.

Commissioner Urquilla asked Ms. Jardieu to clarify what would happen to the Preliminary Plat if the Planning & Zoning Commission denies this case but the City Council approves the rezoning?

Ms. Jardieu replied that the applicant would need to redo the Preliminary Plat, however if this case is approved by the Planning & Zoning Commission and the rezoning were approved by City Council, things would be able to move forward.

City Attorney Zerr stated that the Planning & Zoning Commission acts as a recommending body to the City Council, who can then take the recommendation and make determinations on each of the applications independently.

Chairman Wiggins opened the meeting for public comments at this time.

Christopher Yates, 1011 Magnolia, Dutchman Acres, Raymore MO 64083, came to the podium to give his comments. Mr. Yates stated that he would like the Commission to think of North Cass Parkway as the second entrance into the city of Raymore. When people drive down that road, they will first see the new commercial development, some nice single-family homes, and if this case is approved, a bunch of backyards. With yards that small, the homeowners will likely have quite a bit of stuff in their backyard. There will not be a lot of room for trees, and if there is, the trees won't become substantial for years. Mr. Yates feels that the platting of the land is not inviting, and seems utilitarian. He stated that the north portion of the property is more appealing, but the south end of the property is meant to squeeze as many lots into a small area, because of the limitations of the property itself. From the 2013 Adopted Growth Management Plan, goal #3 is to refine and emphasize standards to maintain and improve the physical quality of development in Raymore, and promote its distinctive appeal. The objective is to establish a unique identity for Raymore. Mr. Yates stated that this does not qualify as a unique identity for Raymore, the subdivision has no amenities, does not match the surrounding areas, and it needs to blend in and be appealing. Raymore has always been on top of it, and needs to keep that going.

Ms. Jardieu stated that Staff would like to clarify that there are amenities included in the development which are outlined in the Staff Report.

Cameron Reed, 1124 W Hubach Hill Road, Dutchman Acres, Raymore MO 64083 came to the podium to give his comments. Mr. Reed stated that he feels there would be no desire to move into the development. Most other subdivisions have walking trails and larger lots, and other amenities like a pool or a park.

Chris Oakes, 1012 S Madison Street, Dutchman Acres Subdivision (lot is within the City), Raymore MO 64083 came to the podium to give his comments. Mr. Oakes feels that along a road like Lucy Webb, there is enough space between the roads and the backyards of the residents along the street for beautification, sidewalks, and additional trees to be put in. Mr. Oakes would like to make sure that this subdivision takes into consideration that same principle, that if from the road, it gives the same impact as Lucy Webb does with the nice trees, rock formations, etc. He also feels that the subdivision being built on the south side of Hubach Hill Road is already taking those things into consideration, and would ask that Saddlebrook do the same. Mr. Oakes also would like to know if there has been any consideration or worries about the dam being disrupted during construction.

Mr. Duke mentioned that on Hubach Hill Road, there is a 30' wide tract which is the landscape buffer that the City requires between the Hubach Hill Road and the proposed subdivision. There will be landscaping along Hubach Hill Road, and there is the natural buffer along the west side, also along Brook Parkway there are tracts along each side that are dedicated for landscaping.

Chairman Wiggins closed the public hearing at 8:10pm.

Commissioner Faulkner mentioned that he has two serious concerns about the preliminary plat. The first concern has to do with the Unified Development Code (UDC) 445.030, paragraph I.10.a, regarding requirements on cul-de-sac streets. Commissioner Faulkner stated that the code specifies that a cul-de-sac should have a 600' maximum length in subdivisions with the smaller lot sizes. Based on approximate measurements he took, Commissioner Faulkner noted that all of the cul-de-sacs are longer than allowed by the UDC. There are also no decorative islands for stormwater treatment in the cul-de-sacs. The second concern Commissioner Faulkner had was that there is a pipeline easement that runs north/south, and three of the four cul-de-sacs end on the west side of the pipeline, leaving around 15 houses on the west side of the pipeline. There are no other means of exit for those households other than the cul-de-sac roads if there were to be an issue with the pipeline. Those houses are basically trapped, and Commissioner Faulkner believes this is a public safety issue.

Chairman Wiggins mentioned that there was discussion of the teardrop-shaped cul-de-sac in the staff report.

Mr. Krass stated that Commissioner Faulkner is correct about the cul-de-sac length, however it should be noted that the Code states "...exceptions might be made where topographic or other unusual conditions so require subject to the approval of the Director of Public Works and Planning & Zoning Commission." Mr. Krass stated that the Public Works and Engineering departments have reviewed the proposed layout, and would note that the condition that the cul-de-sacs are excessive happens all over the city, especially due to topographic conditions. With the floodplain and other considerations, this parcel would be considered unusual.

Commissioner Faulkner replied that he feels this situation is considerably worse, and is more of a concern because of the excessive length, but also because of the significantly increased number of lots.

Mayor Turnbow asked Ms. Jardieu if she had any replies to what Commissioner Faulkner brought forward in addition to what input Mr. Krass had.

Ms. Jardieu responded that the applicant has agreed to do the teardrop cul-de-sac including the center island for stormwater treatment. She also reiterated that these lots are larger than what has been approved in Eastbrook, which has 40' wide lots.

Mr. Krass commented that in different subdivisions there are “No Parking” signs due to the amount of density, the City snow removal operators would surely appreciate no cars along that side of the street as well.

Ms. Jardieu commented Prairie of the Good Ranch has an even larger gas easement that goes through the property that also had to come for approval to widen the easement.

Commissioner Urquilla asked if there should be a modification to the proposal to add the “No Parking” sign on that side of the street?

Mr. Krass responded that it would likely be more appropriate to add to the final plat, but it is certainly something the Commission can forward to the City Council for consideration as an additional recommendation.

Motion by Commissioner Urquilla, Seconded by Mayor Turnbow, to accept the staff proposed findings of fact and forward case # 21011, Saddlebrook Subdivision - Preliminary Plat to the City Council with a recommendation of approval, subject to the condition that the request to modify the development standards of the existing “R-1P” Single-Family Residential Planned District must be approved by City Council prior to final consideration of the preliminary plat.

Mayor Turnbow mentioned that the City works with different organizations to ensure different homes for the people that want to live in Raymore. The product that is being proposed, while there may not be interest from the Commission to live in the neighborhood, the same cannot be said for other individuals that may want to be residents. Mayor Turnbow stated that he will be voting yes on the motion because he feels that the subdivision offers a variety of housing, and is not a downscale of any kind, and the builders have built good products in the past.

Vote on Motion:

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

Motion passed 6-3-0.

Mayor Turnbow asked Mr. Zerr if voting no member on the previous motion of denial, does he have the ability to raise the subject back for reconsideration?

Mr. Zerr responded that yes, he does have the ability to do so.

Mayor Turnbow motioned to bring Case #21010 back before the Commission for reconsideration, and Commissioner Urquilla seconded the motion.

Chairman Wiggins asked Mr. Zerr to clarify whether or not the Commission is able to proceed.

Mr. Zerr stated that he is prepared to provide an answer based on *Robert's Rules of Order*. He read, "If a motion has been either adopted or defeated during a meeting, and at least one member who voted on the winning side wants to have a vote reconsidered, such a member may make the motion to reconsider. This motion can only be made by a member who voted on the winning side, that is to say if the motion was adopted, the motion to reconsider can be made only by a member who voted in favor of the motion, or if the motion was defeated, only by a member who voted against it."

Mayor Turnbow stated that there inlies the issue with making motions to deny, and withdrew his motion.

8. City Council Report

City Attorney Zerr gave an overview of the two City Council meetings that have occurred since the Planning & Zoning Commission last met.

9. Staff Report

Ms. Jardieu began the staff report, stating that there are 201 undeveloped lots in the City, which will cause a downturn in the number of permits pulled, as there are fewer lots available. There are new public notice signs that are being placed, they fit the brand guidelines better, and have a QR code on them which will lead to the What's Happening app that shows that specific public hearing notice, Good Neighbor notices, or plans associated with that code. The South Metro Fire District administrative building plans have come in for review, and those will be reviewed as a site plan at the next Planning & Zoning meeting in July. Site work has commenced for The Venue of the Good Ranch townhome development.

Commissioner Bowie asked Ms. Jardieu if there has been any interest in the commercial buildings, and are there any issues going on with the Steak n' Shake/dispensary building that the Commission needs to know about?

Ms. Jardieu replied that there is interest in the building that is almost complete, and there will be more news about that in about two weeks. There are no issues with the building, the developers have submitted plans for interior renovations which are currently being reviewed by the Building Official.

10. Public Comment

Cameron Reed, 1124 W Hubach Hill Road, Raymore MO asked about the Good Neighbor meeting and Public Hearing notices that go out, and stated that he hasn't received any notification.

Ms. Jardieu stated that she sends them out, and that she would be happy to check on her list. The notices are sent to people within 185' of the property the notice is about, and notices are sent to Raymore residents as well as Cass County residents within that 185' boundary.

Christopher Yates, 1011 Magnolia, Raymore MO 64083 asked Ms. Jardieu what the reasoning behind only sending notices to those within 185', because the people on all sides of the property would want to know what is going on in their backyard. He asked if there was a particular code that states this?

Ms. Jardieu replied that yes, there is a specific code that specifies the distance required for public notices. She also mentioned that this is the reason the City puts up the Public Hearing

signs, so that those living outside of the 185' parameter will have the opportunity to attend the meetings.

Mr. Yates commented that it is very hard to see them when there is tall grass around them, and they seem to only be about 18" wide.

11. Commission Member Comment

Commissioner Bowie thanked the staff, the applicant, and the public, and stated that this type of discourse is needed. He stated that he voted Nay because his thoughts are very similar to the public comments, and some of the Commission member comments as well. He stated that Raymore is moving in the right direction, and there are numerous types of housing needed, and it's important for the public to speak up and come to public hearings.

Commissioner Engert thanked staff for the information, and thanked the public for coming out. He noted that he voted Nay on the first case, but the Mayor changed his mind for the second case when he mentioned that this development will be good for the city of Raymore.

Commissioner Faulkner thanked the City staff, and believes his comments during the hearing speak for themselves.

Commissioner Fizer thanked the Staff, and appreciated the public coming out.

Commissioner Mansur thanked the City staff, and the public for voicing their opinion. He noted that he voted in approval on the preliminary plat, and is leaving the lot width decision up to City Council, and if approved, this development would be fine.

Commissioner Petermann thanked the staff, and asked if it is possible for the Planning & Zoning Commission to go on a tour of some of the projects going on or that have been completed in the City of Raymore similar to the tour the City Council is taking.

Commissioner Urquilla mentioned that he voted Nay on the first case because from his perspective, smaller more affordable homes are needed in the community, and feels that it's sad that there are not many smaller homes available. He also mentioned that there is a lot of money invested in City Staff to do the due diligence to make sure the projects before the Commission meet the needs of the city, the standards set by the city, and he feels comfortable being for both proposals.

Mayor Turnbow mentioned that he appreciated the residents from Dutchman Acres coming out, and mentioned that he would put more weight on someone from Stonegate or Brookside, someone within the city limits that actually pays Raymore taxes. The staff works very closely with the developers, Mid-America Regional Council, and Community for All Ages ensuring that there are a variety of homes in the community that meet various needs of the residents. The homes are on a waiting list in Creekmoor, which shows that there is a market for these types of homes and lots. He thanked the staff, and appreciates the Commission's consideration.

Chairman Wiggins stated that on Friday, July 2nd at Recreation Park is the Spirit of America celebration. There will be food trucks, fireworks, and music will be there, and it will be a great weekend activity. Thanks to staff, and seconded what Commissioner Urquilla said. He also mentioned that there is a lot of misinformation out there, and these meetings are the best way to get the correct information. Thanks to the public as well. Have a safe 4th of July.

12. Adjournment

Motion by Commissioner Urquilla, Seconded by Mayor Turnbow, to adjourn the June 15, 2021 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 9-0-0.

The June 15, 2021 meeting adjourned at 8:42 p.m.

Respectfully submitted,

Emily Jordan

PROCLAMATION

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including Raymore, Missouri; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the Parks and Recreation Board, the City of Raymore, and its citizens recognize the benefits derived from parks and recreation resources.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim the month of July, 2021, as

PARKS AND RECREATION MONTH

in the City of Raymore, Missouri, and encourage all citizens and guests to celebrate Parks and Recreation Month by visiting Raymore's 7 parks, 4 linear parks, over 20 miles of trails, and 286 acres of parkland.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 12th day of July, 2021.

Kristofer P. Turnbow
Kristofer P. Turnbow
Mayor of the City of Raymore



