

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, November 8, 2021

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

- A. Development Services (pg 7)
- B. Monthly Court Report (pg 13)
- C. Police/Emergency Management

- 7. Committee Reports.**
- 8. Consent Agenda.**

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

- A. City Council Minutes, October 25, 2021 (pg 17)

- 7. Unfinished Business. Second Reading.**

- A. Establishing No Parking On Sunset Lane From Pine Street To 58 Highway

Reference: - Agenda Item Information Sheet (pg 28)
- Bill 3657 (pg 30)

The Sunset Plaza Development will be placing several townhomes along Sunset Lane that will share a driveway access onto the east side of Sunset Lane. To alleviate visibility concerns, staff is recommending that parking be restricted on Sunset Lane from 58 Highway to Pine Street.

B. Eastbrooke at Creekmoor Third Final Plat

- Reference:
- Agenda Item Information Sheet (pg 32)
 - Bill 3663 (pg 34)
 - Staff Report (pg 37)
 - Development Agreement (pg 42)
 - Final Plat (pg 51)

Ernie Deaton, representing Cooper Land Development, Inc., is requesting final plat approval for Eastbrooke at Creekmoor Third Plat, a 44-lot single family phase located south of Hampshire Drive, west of North Madison Street.

- | |
|---|
| <ul style="list-style-type: none">• City Council, 10/25/2021: Approved 7-0• Planning and Zoning Commission, 10/19/2021: Approved 8-0 |
|---|

C. Replat of Stegmaier Acres Lot 2

- Reference:
- Agenda Item Information Sheet (pg 54)
 - Bill 3664 (pg 56)
 - Staff Report (pg 58)
 - Final Plat (pg 64)

Pam Hatcher is requesting final plat approval for the replat of Lot 2 of Stegmaier Acres, located at 1403 N. Madison Street. The replat splits Lot 2 into four lots.

- | |
|---|
| <ul style="list-style-type: none">• City Council, 10/25/2021: Approved 7-0• Planning and Zoning Commission, 10/19/2021: Approved 8-0 |
|---|

E. New Ward Boundaries

- Reference:
- Agenda Item Information Sheet (pg 66)
 - Bill 3665 (pg 68)
 - Boundary Map (pg 70)

At its Oct. 18, 2021, work session Council discussed several options regarding redistricting of ward boundaries, using 2020 Census data. Now presented for formal Council approval is the map approved at the work session by consensus.

- | |
|--|
| <ul style="list-style-type: none">• City Council, 10/25/2021: Approved 7-0 |
|--|

8. New Business. First Reading.

A. Budget Amendment - Hawk Ridge Park Design Services

Reference: - Agenda Item Information Sheet (pg 74)
- Bill 3666 (pg 76)

A budget amendment to the design contract with CFS Engineers for additional improvements at Hawk Ridge Park.

- | |
|--|
| <ul style="list-style-type: none">• Parks and Recreation Board, 10/26/2021: Approved 8-0 |
|--|

B. Award of Contract - City Facility Trash & Recycling Services

Reference: - Agenda Item Information Sheet (pg 104)
- Bill 3668 (pg 106)

Staff is recommending award of contract to American Waste Systems for all City Facility Trash & Recycling Services. This service includes regular trash service at five City locations and provides Dumpster service to the Parks & Recreation and Public Works departments for larger projects and needs.

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

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 11/01/2021 (pg 134)
 - Parks and Recreation Board Minutes, 8/24/2021 (pg 136)
-

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss personnel matters as authorized by RSMo 610.021 (1 and 3).

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 October 2021

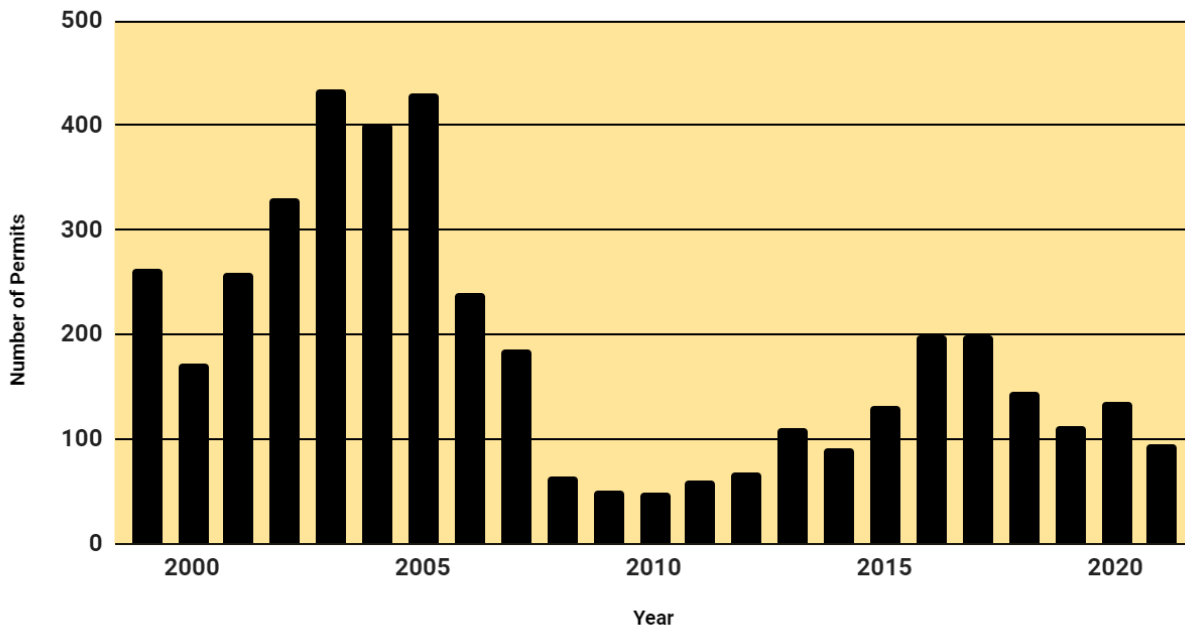
Building Permit Activity

Type of Permit	Oct 2021	2021 YTD	2020 YTD	2020 Total
Detached Single-Family Residential	3	96	102	136
Attached Single-Family Residential	0	32	14	22
Multi-Family Residential	0	0	396	396
Miscellaneous Residential (deck; roof)	62	499	1,110	1,240
Commercial - New, Additions, Alterations	3	32	11	13
Sign Permits	1	25	26	37
Inspections	Oct 2021	2021 YTD	2020 YTD	2020 Total
Total # of Inspections	301	3,373	3,817	4,447
Valuation	Oct 2021	2021 YTD	2020 YTD	2020 Total
Total Residential Permit Valuation	\$857,900	\$31,172,500	\$30,336,800	\$40,314,600
Total Commercial Permit Valuation	\$420,000	\$38,728,180	\$46,019,500	\$46,094,200

Additional Building Activity:

- Site work continues for The Venue of The Good Ranch townhome development.
- Tenant finish work continues for the Heartland Dental Office building in the Raymore Marketplace.
- Building construction continues on the South Town Storage facility, a covered parking area for RV's and similar vehicles
- Site work has commenced for Alexander Creek Third Plat.
- Site work has commenced for Eastbrooke at Creekmoor 2nd and 3rd Plat
- Site work continues on Oak Ridge Farms
- Building permit was issued for the South Metropolitan Fire Protection District administration building.
- Construction has commenced on the townhome units in Sunset Plaza, located east of Sunset Lane and south of 58 Highway
- Construction has commenced on Building 3 in the Raymore Commerce Center
- Tenant finish work commenced for Buff City Soap to locate at 2007 W. Foxwood Drive
- Tenant finish work commenced for Wing Stop to locate at 1941 W. Foxwood Drive
- Tenant finish work commenced for Salon 319 to locate at 319 Municipal Circle

Single Family Building Permits



Code Enforcement Activity

Code Activity	Octt 2021	2021 YTD	2020 YTD	2020 Total
Code Enforcement Cases Opened	60	405	528	565
<i>Notices Mailed</i>				
-Tall Grass/Weeds	1	85	96	96
- Inoperable Vehicles	19	154	165	185
- Junk/Trash/Debris in Yard	12	79	82	92
- Object placed in right-of-way	1	5	6	6
- Parking of vehicles in front yard	6	36	18	20
- Exterior home maintenance	11	48	43	43
- Other (trash at curb early; signs; etc)	0	4	5	6
Properties mowed by City Contractor	3	42	72	73
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	1	2	3
Signs in right-of-way removed	66	422	429	460
Violations abated by Code Officer	10	67	129	133

Development Activity

Current Projects

- Madison Valley Phase 2 Preliminary Plat
- Stegmaier Acres Replat Lot 2
- Eastbrooke at Creekmoor 3rd Final Plat
- Knoll Creek Preliminary Plat
- Sendera First and Second Final Plat
- Timber Trails Mixed Use Development Preliminary Plan
- Brown Event Center Conditional Use Permit
- LeMor Estates Rezoning Lots 7 & 10, R-1 to R-2

	As of Oct. 31, 2021	As of Oct. 31, 2020	As of Oct. 31, 2019
Homes currently under construction	458 (252 units at Lofts of Foxridge)	546 (396 units at Lofts of Foxridge)	146
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	183	302	349
Total number of dwelling units in City	9,034	8,783	8,641

Actions of Boards, Commission, and City Council

City Council

October 11, 2021

- Approved on 2nd reading the rezoning for Madison Valley Phase 2
- Continued the Preliminary Plat for Madison Valley Phase 2
- Approved on 2nd reading the Alexander Creek Third Final Plat
- Confirmed that the City will install sidewalk upon 3 undeveloped lots

October 25, 2021

- Approved the 7th amendment to the Creekmoor MOU
- Approved on 1st reading the Eastbrooke at Creekmoor Third Final Plat
- Approved on 1st reading the Replat of Lot 2 of Stegmaier Acres
- Approved on 1st reading the establishment of new Ward Boundaries
- Approved the 2022-2026 Capital Improvement Program

Planning and Zoning Commission

October 5, 2021

- Recommended approval of the 2022-2026 Capital Improvement Program
- Continued the Hawk Ridge Park West Site Plan to Oct. 19

October 19, 2021

- Recommended approval of the Eastbrooke at Creekmoor 3rd Final Plat
- Recommended approval of the Replat of Stegmaier Acres Lot 2
- Approved the Hawk Ridge Park West Site Plan
- Recommended approval of the 7th amendment to the Creekmoor MOU
- Continued the 34th amendment to the UDC to Nov. 16

Board of Adjustment

October 19, 2021

- Approved a variance to the side yard setback for 415 S. Adams Street

Upcoming Meetings – November & December

November 2, 2021 Planning and Zoning Commission

- Meeting Cancelled

November 8, 2021 City Council

- 2nd reading - Stegmaier Acres Lot 2 Replat
- 2nd reading - Eastbrooke at Creekmoor 3rd final plat

November 16, 2021 Board of Adjustment

- 513 Regina Court - variance to rear yard setback (public hearing)

November 16, 2021 Planning and Zoning Commission

- Knoll Creek Preliminary Plat (public hearing)
- LeMor Estates Lots 7 & 10 Rezoning, R-1 to R-2 (public hearing)
- 34th Amendment to the UDC

November 22, 2021 City Council

- 1st reading - 34th amendment to the Unified Development Code (public hearing)
- 1st reading - LeMor Estates Rezoning (public hearing)

December 7, 2021 Planning and Zoning Commission

- Brown Event Center Conditional Use Permit, 16119 Kentucky Road (public hearing)
- Sendera First Final Plat
- Sendera Second Final Plat
- Watermark Site Plan

December 13, 2021 City Council

- 1st reading - Sendera First and Second Final Plat
- 2nd reading - 34th amendment to the UDC
- 2nd reading - LeMor Estates Rezoning
- Knoll Creek Preliminary Plat (public hearing)

December 20, 2021 City Council

- 2nd reading - Sendera First and Second Final Plat
- 1st reading - Brown Event Center Conditional Use Permit (public hearing)

December 21, 2021 Planning and Zoning Commission

- No applications currently filed

Department Activities

- GIS Coordinator Heather Eisenbarth virtually attended Autodesk University sessions this week.
- City Planner Dylan Eppert attended International Code Council training.
- Economic Development Director David Gress and City Planner Dylan Eppert held a development meeting to discuss various mixed-use development opportunities within the City.
- Economic Development Director David Gress participated in a virtual webinar panel hosted by Mid-America Regional Council titled "Creating Great Places for All Ages" to showcase the City of Raymore's work in the [Community for All Ages program](#).
- Economic Development Director David Gress participated in the [grand opening ribbon cutting for the Community America Credit Union](#) facility located at 1400 W. Foxwood Dr.
- Tenant finish plans were approved for Buff City Soap to locate a store at 2007 W. Foxwood Drive, Suite E.
- A Good Neighbor meeting was held on Wednesday, Oct. 27 at 6:30 p.m. at City Hall for the proposed Phase 2 of the [Knoll Creek](#) Subdivision.
- Jake Loveless, representing Griffin Riley Property Group, LLC. filed a request to reclassify the zoning of 22 acres located at the northwest corner of Dean Avenue and Johnston Drive in the Timber Trails Subdivision from "R-3AP" Multiple-Family Residential Planned District to "PUD" Planned Unit Development to allow for a [mixed use development](#) including commercial and residential (apartment) uses. A Good Neighbor meeting is scheduled for Wednesday, Nov. 10 at 6:30 p.m. at City Hall.
- Keith Wehmeir, representing Harper Building LLC, filed a request to reclassify the zoning of Lot 7 and Lot 10 in the [LeMor Estates](#) subdivision from "R-1" Single-Family Residential District to "R-2" Single and Two-Family Residential District to allow for two-family structures to be built on the lots. The Planning and Zoning Commission will consider the request on Nov. 16.
- Clayton Properties Group Inc. filed final plat applications for the [Sendera](#) First and Second Plats. Sendera is a new subdivision to be located on the south side of Hubach Hill Road, east of Brook Parkway. The Planning and Zoning Commission will consider the request on Nov. 16.

- Economic Development Director David Gress participated in a planning meeting for the [2021 Career Expo](#), hosted by Mid America Regional Council.
- City Planner, Dylan Eppert conducted a site visit located at 16119 Kentucky Rd. for a conditional use permit for an event center.
- City Planner, Dylan Eppert facilitated a good Neighbor meeting for The Estates at Knoll Creek.

GIS Activities

- Update of dashboards reporting fiscal year statistics
- Information as requested - elevation, etc
- Software maintenance & monitoring
- Processing of digital applications as requested
- Update of base mapping & regulatory features
- Addressing operations as required
- Improvement of data schema as required
- QA/QC of enterprise database operations, feature datasets and attribution
- SOC tuning in support of web mapping applications
- Printing of cartographic output

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

Reporting Period:		
October	2021	Court activity occurred in reporting period: Yes
Clerk's Physical Address:		Mailing Address:
100 Municipal Circle Raymore, MO 64083		100 Municipal Circle Raymore, MO 64083
Telephone Number:		Vendor
(816) 331-1712		Incode (Tyler Technologies)
Fax Number:		
(816) 331-0634		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Angela Davis	angela.davis@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	56	1,134	621
B. Cases (citations / informations) filed	3	71	44
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	1	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	6	95	25
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	3	1
6. dismissed by court	0	1	0
7. nolle prosequi	1	6	7
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	7	106	33
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	52	1,099	632
E. Trial de Novo and / or appeal applications filed	0	2	0

Municipal Division Summary Reporting

Court Information	Municipality: 17th Judicial Circuit - Cass County - Raymore Municipal Division	Reporting Period: October - 2021
--------------------------	--	----------------------------------

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	96	Does court staff process parking tickets? No	
2. # Served/withdrawn during reporting period:	106	1. # Issued during reporting period:	
3. # Outstanding at end of reporting period:	1,607		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$7,848.50
Clerk Fee – Excess Revenue	\$815.65
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$25.90
Bond forfeitures (paid to city) – Excess Revenue	\$98.00
Total Excess Revenue	\$8,788.05
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$6,527.30
Clerk Fee – Other	\$585.38
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$119.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$848.47
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$18.13
Law Enforcement Training (LET) Fund surcharge	\$233.49
Domestic Violence Shelter surcharge	\$476.00
Inmate Prisoner Detainee Security Fund surcharge	\$233.48
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$2,257.50
Total Other Revenue	\$11,298.75
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	\$600.00
Total Other Disbursements	\$600.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$20,686.80
Bond Refunds	\$750.00
Total Disbursements	\$21,436.80

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, OCTOBER 25, 2021 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: COUNCILMEMBERS ABDELGAWAD, BERENDZEN, BURKE, III, CIRCO, HOLMAN, TOWNSEND, AND WILLS-SCHERZER. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

- 1. Call to Order.** Mayor Pro Tem Townsend called the meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Erica Hill called roll; quorum present to conduct business. Mayor Turnbow and Councilmember Barber were absent.
- 3. Pledge of Allegiance.**
- 4. Presentation/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

Public Works Director Mike Krass reviewed the staff report included in the Council packet. The Household Hazardous Waste Collection event will be Saturday, October 30 at Eagle Glen Elementary School.

Communication Manager Melissa Harmer noted there will be a blood drive on Wednesday, November 3. Since December 2017 the drives hosted by the City have collected 283 units of blood. She announced the No Shave November fundraiser that benefits the Shop With a Cop program. She answered questions from Council.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the Council packet. The recent Trucktoberfest event consisted of 6 trucks and 300 to 350 visitors. Park staff will soon begin converting TB Hanna Station into Winter Park. He reviewed upcoming items coming before the Park Board and provided an update on the fundraising efforts for the Hawk's Nest playground and the planning of the Mayor's Christmas Tree event. He answered questions from Council.

City Manager Jim Feuerborn announced items for the November 1 work session. He requested that New Business Item C be considered before Item B.

- 7. Committee Reports.**
- 8. Consent Agenda.**
- A. City Council minutes, October 11, 2021**

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

DISCUSSION: None

VOTE:

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

9. Unfinished Business.

A. Adoption of the FY 2022 City Budget

BILL 3660: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FISCAL YEAR 2022 BUDGET."

City Clerk Erica Hill conducted the second reading of Bill 3660 by title only.

MOTION: By Councilmember Holman, second by Councilmember Burke to approve the second reading of Bill 3660 by title only, as amended at first read.

DISCUSSION: None

VOTE:

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

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3660 as **Raymore City Ordinance 2021-062.**

B. Budget Amendment: FY 2021 Operating Adjustments

BILL 3661: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2021 OPERATING BUDGET."

City Clerk Erica Hill conducted the second reading of Bill 3661 by title only.

MOTION: By Councilmember Holman, second by Councilmember Burke to approve the second reading of Bill 3661 by title only.

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Absent
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Townsend Aye
Councilmember Wills-Scherzer Aye

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3661 as **Raymore City Ordinance 2021-063.**

C. Administrative Policy Manual Amendment: VESSA Leave Policy

BILL 3662: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ADDING SECTION 600.6: VICTIMS ECONOMIC SAFETY AND SECURITY ACT (VESSA) LEAVE TO THE ADMINISTRATIVE POLICY MANUAL."

City Clerk Erica Hill conducted the second reading of Bill 3662 by title only.

MOTION: By Councilmember Holman, second by Councilmember Burke to approve the second reading of Bill 3662 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Absent
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Townsend Aye
Councilmember Wills-Scherzer Aye

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3662 as **Raymore City Ordinance 2021-064.**

D. Code Amendment: Section 130.300(A) Court Costs

BILL 3659: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING SECTION 130.300(A) COURT COSTS OF THE CODE OF ORDINANCES, CITY OF RAYMORE."

City Clerk Erica Hill conducted the second reading of Bill 3659 by title only.

MOTION: By Councilmember Holman, second by Councilmember Burke to approve the second reading of Bill 3659 by title only.

DISCUSSION: None

VOTE:

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

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3659 as **Raymore City Ordinance 2021-065.**

10. New Business.

A. 7th Amendment to the Creekmoor Memorandum of Understanding (public hearing)

RESOLUTION 21-40: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE 7TH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR THE CREEKMOOR PLANNED UNIT DEVELOPMENT."

City Clerk Erica Hill conducted the reading of Resolution 21-40 by title only.

Mayor Pro Tem Townsend opened the public hearing at 7:19 p.m. and called for a staff report.

Economic Development Director David Gress provided a review of the staff report included in the Council packet. Ernie Deaton, representing Cooper Land Development, Inc., filed a request for the 7th amendment to the Creekmoor Memorandum of Understanding (MOU). The 7th amendment converts the remaining land areas proposed for two-family residential to single-family residential and clarifies the expectations for the completion of 163rd Street within the subdivision. A new preliminary plan map is proposed as part of the MOU amendment. This public hearing was properly advertised in The Journal and he asked for the mailed notices to adjoining property owners, notice of publication, Unified Development Code, application, Growth Management Plan, preliminary plan, MOU, and staff report to be entered into the record. At its October 19 meeting, the Planning and Zoning Commission voted 8-0 to recommend approval of the amendment.

Mayor Pro Tem Townsend opened the public hearing for public comment. Hearing none, he closed the public hearing at 7:22 p.m.

MOTION: By Councilmember Holman, second by Councilmember Burke to approve the reading of Resolution 21-40 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Absent
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Townsend Aye
Councilmember Wills-Scherzer Aye

B. Eastbrooke at Creekmoor Third Final Plat

BILL 3663: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE EASTBROOKE AT CREEKMOOR THIRD PLAT."

City Clerk Erica Hill conducted the first reading of Bill 3663 by title only.

Economic Development Director David Gress provided a review of the staff report included in the Council packet. Ernie Deaton, representing Cooper Land Development Inc. filed a request for final plat approval for Eastbrooke at Creekmoor Third Plat, a 44-lot single-family development proposed west of Madison Street and south of Hampstead Drive. The development agreement outlines the requirements of the developer in completion of this phase of the subdivision. At its October 19, 2021 meeting, the Planning and Zoning Commission voted 8-0 to accept the staff proposed findings of fact and forward to the City Council with a recommendation of approval.

MOTION: By Councilmember Holman, second by Councilmember Burke to approve the first reading of Bill 3663 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Absent
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Townsend Aye
Councilmember Wills-Scherzer Aye

C. Establishing No Parking On Sunset Lane From Pine Street To 58 Highway

BILL 3657: "AN ORDINANCE AMENDING THE CITY TRAFFIC ENGINEER'S 'SCHEDULE III: PARKING LIMITED OR PROHIBITED' TO ESTABLISH NO

PARKING SIGNS WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI.”

City Clerk Erica Hill conducted the first reading of Bill 3657 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. During the development review process for the Sunset Plaza townhome development there was discussion on prohibiting parking on Sunset Lane north of Pine Street. Several neighboring residents and Planning Commission members expressed concern about having on-street parking along Sunset Lane with the impacts of increasing traffic and driveway access to the units facing Sunset Lane. While the site plan for the townhome units facing Sunset Lane provide an excess of parking for the units, staff shares the concern for visibility along Sunset Lane as it curves toward the intersection at 58 Highway.

Councilmember Townsend noted that the developer of the Sunset Plaza townhome development agrees with this action.

MOTION: By Councilmember Holman, second by Councilmember Burke to approve the first reading of Bill 3657 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

D. Replat of Stegmaier Acres Lot 2

BILL 3664: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE STEGMAIER ACRES LOTS 3-5 FINAL PLAT.”

City Clerk Erica Hill conducted the first reading of Bill 3664 by title only.

City Attorney Jonathan Zerr provided a review of the staff report included in the Council packet. Pam Hatcher filed a request for final plat approval for the Replat of Lot 2 of Stegmaier Acres, located at 1403 N. Madison Street. The replat creates a total of 4 lots with access off N. Madison Street. The Hatcher residence exists on Lot 3, with proposed homes to be built on Lots 4 and 5. Lot 2, being the east 1/2 of the tract, will remain as undeveloped land. At its August 17, 2021 meeting, the Board of Adjustment approved a variance regarding this property. At its October 19, 2021 meeting, the Planning and Zoning Commission voted 8-0 to accept the staff

proposed findings of fact and forward to the City Council with a recommendation of approval.

MOTION: By Councilmember Holman, second by Councilmember Burke to approve the first reading of Bill 3664 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

E. New Ward Boundaries

BILL 3665: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING NEW WARD BOUNDARIES."

City Clerk Erica Hill conducted the first reading of Bill 3665 by title only.

City Manager Jim Feuerborn provided a review of the staff report included in the Council packet. Section 9.4 of the City Charter states that ward boundaries shall be established by ordinance following each decennial census and shall comprise compact and contiguous territory and shall contain, as nearly as possible, an equal number of inhabitants. At its October 18, 2021, work session Council discussed several options regarding redistricting of ward boundaries, using 2020 Census data. The staff recommended option was drawn to provide compact and contiguous territory for each ward while anticipating future growth opportunities within each ward. At the work session Council agreed by consensus to proceed with the staff-recommended option.

MOTION: By Councilmember Holman, second by Councilmember Burke to approve the first reading of Bill 3665 by title only.

DISCUSSION: Councilmember Abdelgawad expressed concerns with the wards being off balance, with Ward 4 having a larger population for the near future.

Councilmember Berendzen concurred.

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

Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills-Scherzer	Aye

F. Approval of 2022-2026 Capital Improvement Program

RESOLUTION 21-39: "A RESOLUTION OF THE CITY OF RAYMORE MISSOURI, APPROVING THE 2022-2026 RAYMORE CAPITAL IMPROVEMENTS PROGRAM."

City Clerk Erica Hill conducted the reading of Resolution 21-39 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. When the fiscal year budget is submitted to the Council for approval, a 5-year capital improvement program (CIP) is also submitted. The capital improvement program for the next fiscal year is part of the Council's approval of the operating budget. The CIP for the following four years serves as a planning guide for the City. The City Manager transmitted the budget and proposed CIP to the City Council on August 16, 2021. The Council continued to discuss the FY 2022 Budget and CIP at each meeting of the Council following the presentation. The CIP was also reviewed and was the subject of a public hearing by the Planning & Zoning Commission on October 5, 2021 where it received a unanimous recommendation for approval.

MOTION: By Councilmember Holman, second by Councilmember Burke to approve the reading of Resolution 21-39 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

11. Public Comment.

12. Mayor/Council Communication.

Mayor Pro Tem Townsend and Councilmembers thanked staff for preparing the options for redistricting the Wards, for organizing the Shop With a Cop program, thanked Mr. Musteen and Ms. Harmer for organizing recent and upcoming events, and thanked Mayor Pro Tem Townsend for filling in for the Mayor.

Councilmember Abdelgawad thanked the volunteers that make up the City's Boards and Commissions.

Councilmember Holman expressed gratitude for the non-partisan nature of our local government.

13. Adjournment.

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

The regular meeting of the Raymore Council adjourned at 7:47 p.m.

Respectfully submitted,

Erica Hill
City Clerk

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: October 25, 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 3657 Establishing No Parking Signs

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and maintain a well connected transportation network

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 2021	December 2021

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

During the development review process for the Sunset Plaza townhome development there was discussion on prohibiting parking on Sunset Lane north of Pine Street. Several neighboring residents and Planning Commission members expressed concern about having on-street parking along Sunset Lane with the impacts of increasing traffic and driveway access to the units facing Sunset Lane. While the site plan for the townhome units facing Sunset Lane provide an excess of parking for the units, staff shares the concern for visibility along Sunset Lane as it curves toward the intersection at 58 Highway. It is staff's recommendation that parking be prohibited along Sunset Lane between Pine Street and 58 Highway to ensure wide and open travel lanes exist along Sunset Lane.

BILL 3657

ORDINANCE

"AN ORDINANCE AMENDING THE CITY TRAFFIC ENGINEER'S 'SCHEDULE III: PARKING LIMITED OR PROHIBITED' TO ESTABLISH NO PARKING SIGNS WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the City Council of the City of Raymore finds and declares that No Parking signs should be established for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public right-of-ways.

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

Section 1. City Council directs the City Manager and City Traffic Engineer to amend "Schedule III: Parking Limited or Prohibited" as follows:

No Parking on northbound and/or southbound Sunset Lane between 58 Highway to Pine Street.

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 25TH DAY OF OCTOBER 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF NOVEMBER, 2021 BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Oct. 25, 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 3663: Eastbrooke at Creekmoor Third Final Plat

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Oct. 19, 2021
Action/Vote: Approval, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Ernie Deaton, representing Cooper Land Development Inc. filed a request for final plat approval for Eastbrooke at Creekmoor Third Plat, a 44-lot single-family development proposed west of Madison Street and south of Hampstead Drive. The development agreement outlines the requirements of the developer in completion of this phase of the subdivision.

BILL 3663

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE EASTBROOKE AT CREEKMOOR THIRD PLAT."

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

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

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

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

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

Section 2. That the subdivision known as Eastbrooke at Creekmoor Third Plat Lots 76 through 119, and Tracts G & H, is approved for the tract of land described below:

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 2°29'43" WEST, ALONG THE EAST LINE OF SAID QUARTER, A DISTANCE OF 1,327.58 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER AND THE SOUTHEAST CORNER OF EASTBROOKE AT CREEKMOOR 1ST PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 88°02'53" WEST, ALONG THE SOUTH LINE OF SAID QUARTER QUARTER AND OF SAID 1ST PLAT AND OF EASTBROOKE AT CREEKMOOR 2ND PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE, A DISTANCE OF 1257.60' TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER AND THE POINT OF BEGINNING OF THE PART TO BE DESCRIBED HEREIN; THENCE SOUTH 2°29'14" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER QUARTER, A DISTANCE OF 1,069.56 FEET; THENCE NORTH 88°05'17" WEST, A DISTANCE OF 389.02 FEET; THENCE SOUTH 1°54'43" WEST, A DISTANCE OF 30.18 FEET; THENCE SOUTH 87°26'19" WEST, A DISTANCE OF 187.12 FEET TO A POINT ON THE WESTERLY LINE OF A 20 FOOT WIDE SEWER EASEMENT RECORDED IN BOOK 1226 AT PAGE 9; THENCE NORTH 31°09'45" WEST, THIS AND THE FOLLOWING COURSE ALONG SAID WESTERLY EASEMENT LINE, A DISTANCE OF 65.32 FEET; THENCE NORTH 8°42'59" WEST, A DISTANCE OF 595.55 FEET; THENCE NORTH 47°12'16" EAST, A DISTANCE OF 404.35 FEET; THENCE NORTH 11°10'17" EAST, A DISTANCE OF 372.86 FEET; THENCE NORTH 2°36'35" EAST, A DISTANCE OF 176.20 FEET; THENCE NORTH 40°28'00" EAST, A DISTANCE OF 51.33 FEET; THENCE NORTH 12°48'51" EAST, A DISTANCE OF 33.07 FEET; THENCE SOUTH 42°51'01" EAST, A DISTANCE OF 72.71 FEET; THENCE NORTH 42°12'42" EAST, A DISTANCE OF 99.42 FEET; THENCE NORTH 47°47'18" WEST, A DISTANCE

OF 93.18 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 450.25 FEET, A CENTRAL ANGLE OF 44°13'41" AND AN ARC DISTANCE OF 347.56 FEET; THENCE SOUTH 87°59'01" WEST, A DISTANCE OF 155.70 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HAMPSTEAD DRIVE AS ESTABLISHED BY THE PLAT OF EDGEWATER AT CREEKMOOR, SEVENTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 2°00'59" WEST, ALONG THE EASTERLY LINE OF LAST SAID SUBDIVISION, A DISTANCE OF 50.00 FEET; THENCE NORTH 87°59'01" EAST, A DISTANCE OF 155.70 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 500.25 FEET, A CENTRAL ANGLE OF 44°13'41" AND AN ARC DISTANCE OF 386.16 FEET; THENCE SOUTH 47°47'18" EAST, A DISTANCE OF 159.07 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 21.99 FEET; THENCE SOUTH 47°47'18" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 42°12'42" WEST, A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 21.99 FEET; THENCE SOUTH 47°47'18" EAST, A DISTANCE OF 196.22 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID EASTBROOKE 2ND PLAT; THENCE SOUTH 42°12'42" WEST, THIS AND SUBSEQUENT COURSES FOLLOWING THE EXTERIOR BOUNDARY OF SAID 2ND PLAT, A DISTANCE OF 141.28 FEET; THENCE SOUTH 11°17'43" WEST, A DISTANCE OF 36.09 FEET; THENCE SOUTH 51°19'07" EAST, A DISTANCE OF 77.27 FEET; THENCE SOUTH 23°14'40" WEST, A DISTANCE OF 85.65 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER QUARTER AND THE MOST SOUTHWESTERLY CORNER OF SAID 2ND PLAT; THENCE SOUTH 88°02'53" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER QUARTER AND THE NORTH LINE OF SAID SOUTHWEST QUARTER QUARTER, A DISTANCE OF 3.34 FEET TO THE POINT OF BEGINNING. CONTAINING 847,564 SQUARE FEET OR 19.457 ACRES, MORE OR LESS.

Section 3. The Development Agreement between the City of Raymore, Missouri and Cooper Land Development, Inc.. is approved and the City Manager is directed to execute said agreement on behalf of the City of Raymore, Missouri.

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

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

DULY READ THE FIRST TIME THIS 25TH DAY OF OCTOBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF NOVEMBER, 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

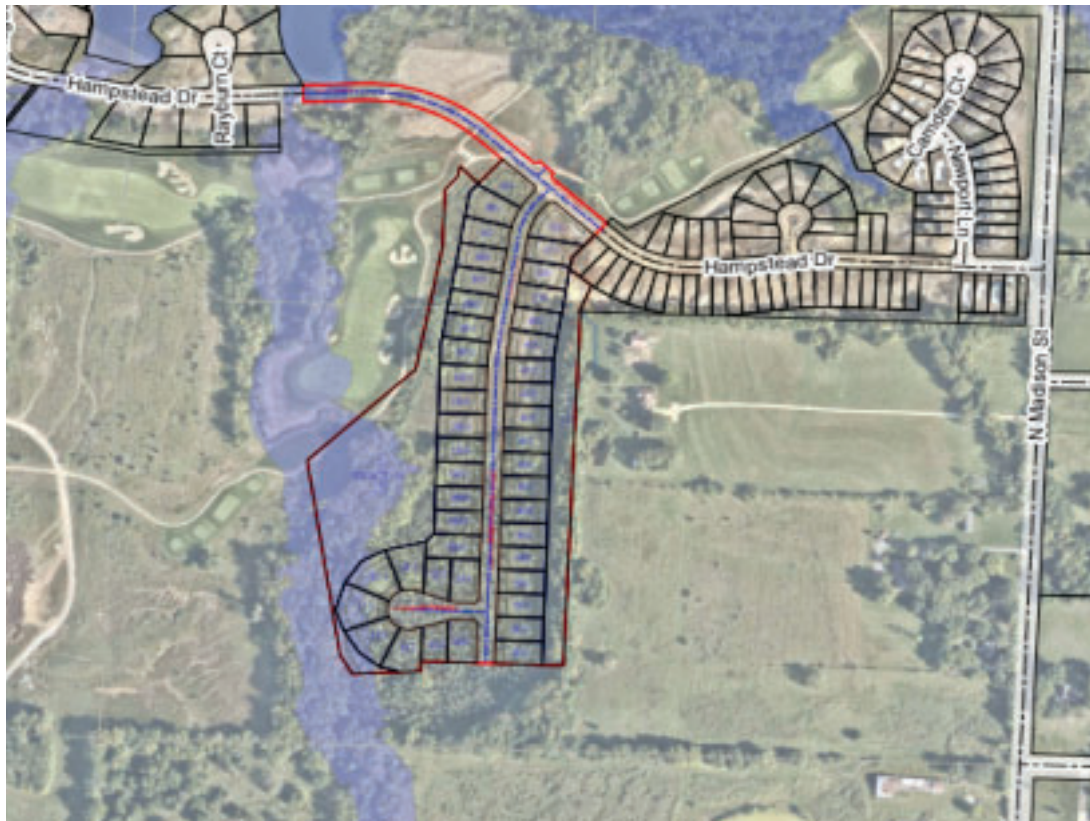


To: City Council
From: Planning and Zoning Commission
Date: October 25, 2021
Re: Case #21034: Eastbrooke at Creekmoor - Third Plat - Lots 76-119 and Tracts G and H

GENERAL INFORMATION

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

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



Existing Zoning: PUD Planned Unit Development District

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

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

Total Tract Size: 19.457 acres

Total Number of Lots: 44 Lots and 2 Tracts

Density – units per Acre: 4

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

Major Street Plan: The Major Thoroughfare Plan Map classifies N. Madison Street as a major collector road. Hampstead Drive is classified as a minor collector road.

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for *Eastbrooke at Creekmoor, Third Final Plat - Lots 76-119 and Tracts G and H*

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The property was rezoned to PUD Planned Unit Development District in January 2004. The rezoning to PUD included approval of the preliminary plan and a signed Memorandum of Understanding (MOU).
2. The Eastbrooke at Creekmoor - First Final Plat to the east was recorded August, 18, 2020.
3. The Eastbrooke at Creekmoor- Second Final Plat to the northeast was approved on May 24, 2021.

ENGINEERING DIVISION COMMENTS

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

STAFF COMMENTS

1. The current bulk and dimensional standards for this phase of the “PUD” Planned Unit Development zoning district, was established by the 3rd amendment to the Creekmoor MOU, approved on July 23, 2007, are as follows:

Minimum Lot Area	
per lot	Interior: 5,500 sq. ft Exterior: 6,050 sq. ft
per dwelling unit	Interior: 5,500 sq.ft Exterior: 6,050 sq. ft
Minimum Lot Width (feet)	Interior Lot: 50 ft Exterior Lot: 55 ft
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	25
rear	25
side corner	15

side	7.5
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	40

2. The lot sizes within Eastbrooke Third are increased over the existing lots within the First and Second phase of Eastbrooke. The lot sizes in Eastbrooke Third are comparable to the lot sizes within the seven phases of Edgewater at Creekmoor..
3. An amendment to the Creekmoor Memorandum of Understanding has been filed coincident with the Eastbrooke Third Final Plat. The proposed Third plat is compliant with or without the MOU amendment approval.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

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

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

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

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

The proposed plat complies with the conditions of the Memorandum of Understanding that was attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
	October 19, 2021	October 25, 2021	November 8, 2021

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #21034 Eastbrooke at Creekmoor - Third Final Plat to the City Council with a recommendation of approval subject to the following condition:

1. Prior to submitting the final plat drawing for City signatures for recording purposes, Camden Court shall be renamed as this street name already exists in the City limits.
2. The final public Infrastructure plans for the subdivision shall reflect a relocation of the fire hydrant to be on Lot 115.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its October 19, 2021 meeting, voted 8-0 to accept staff proposed findings of fact and forward case #21034 Eastbrook at Creekmoor - Third Plat to the City Council with a recommendation of approval.



Development Agreement

For

***Eastbrooke at Creekmoor Third Final Plat
Lots 76 thru 119
and Tracts G & H***

Legal Description Contained on Page 2 & 3

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

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

November 8, 2021

DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE THIS 8th day of November, 2021, by and between, **Cooper Land Development, Inc.** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Eastbrooke at Creekmoor Third Final Plat Lots 76 thru 119 and Tracts G & H** which is located in the City of Raymore, Cass County, Missouri, and;

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

WHEREAS, the City desires to ensure that the Sub-divider will accomplish certain things in order to protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as stated herein, the parties agree as follows:

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Eastbrooke at Creekmoor Third Final Plat Lots 76 thru 119 and Tracts G & H**

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 2°29'43" WEST, ALONG THE EAST LINE OF SAID QUARTER, A DISTANCE OF 1,327.58 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER AND THE SOUTHEAST CORNER OF EASTBROOKE AT CREEKMOOR 1ST PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 88°02'53" WEST, ALONG THE SOUTH LINE OF SAID QUARTER AND OF SAID 1ST PLAT AND OF EASTBROOKE AT CREEKMOOR 2ND PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE, A DISTANCE OF 1257.60' TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER AND THE POINT OF BEGINNING OF THE PART TO BE DESCRIBED HEREIN; THENCE SOUTH 2°29'14" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,069.56 FEET; THENCE NORTH 88°05'17" WEST, A DISTANCE OF 389.02 FEET; THENCE SOUTH 1°54'43" WEST, A DISTANCE OF 30.18 FEET; THENCE SOUTH 87°26'19" WEST, A DISTANCE OF 187.12 FEET TO A POINT ON THE WESTERLY LINE OF A 20 FOOT WIDE SEWER EASEMENT RECORDED IN BOOK 1226 AT PAGE 9; THENCE NORTH 31°09'45" WEST, THIS AND THE FOLLOWING COURSE ALONG SAID WESTERLY EASEMENT LINE, A DISTANCE OF 65.32 FEET; THENCE NORTH 8°42'59" WEST, A DISTANCE OF 595.55 FEET; THENCE NORTH 47°12'16" EAST, A DISTANCE OF 404.35 FEET; THENCE NORTH 11°10'17" EAST, A DISTANCE OF 372.86 FEET; THENCE NORTH 2°36'35" EAST, A DISTANCE OF 176.20 FEET; THENCE NORTH 40°28'00" EAST, A DISTANCE OF 51.33 FEET; THENCE NORTH 12°48'51" EAST, A DISTANCE OF 33.07 FEET; THENCE SOUTH 42°51'01" EAST, A DISTANCE OF 72.71 FEET; THENCE NORTH 42°12'42" EAST, A DISTANCE OF 99.42 FEET; THENCE NORTH 47°47'18" WEST, A DISTANCE OF 93.18 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 450.25 FEET, A CENTRAL ANGLE OF 44°13'41" AND AN

ARC DISTANCE OF 347.56 FEET; THENCE SOUTH 87°59'01" WEST, A DISTANCE OF 155.70 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HAMPSTEAD DRIVE AS ESTABLISHED BY THE PLAT OF EDGEWATER AT CREEKMOOR, SEVENTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 2°00'59" WEST, ALONG THE EASTERLY LINE OF LAST SAID SUBDIVISION, A DISTANCE OF 50.00 FEET; THENCE NORTH 87°59'01" EAST, A DISTANCE OF 155.70 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 500.25 FEET, A CENTRAL ANGLE OF 44°13'41" AND AN ARC DISTANCE OF 386.16 FEET; THENCE SOUTH 47°47'18" EAST, A DISTANCE OF 159.07 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 21.99 FEET; THENCE SOUTH 47°47'18" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 42°12'42" WEST, A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 21.99 FEET; THENCE SOUTH 47°47'18" EAST, A DISTANCE OF 196.22 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID EASTBROOKE 2ND PLAT; THENCE SOUTH 42°12'42" WEST, THIS AND SUBSEQUENT COURSES FOLLOWING THE EXTERIOR BOUNDARY OF SAID 2ND PLAT, A DISTANCE OF 141.28 FEET; THENCE SOUTH 11°17'43" WEST, A DISTANCE OF 36.09 FEET; THENCE SOUTH 51°19'07" EAST, A DISTANCE OF 77.27 FEET; THENCE SOUTH 23°14'40" WEST, A DISTANCE OF 85.65 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER QUARTER AND THE MOST SOUTHWESTERLY CORNER OF SAID 2ND PLAT; THENCE SOUTH 88°02'53" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER QUARTER AND THE NORTH LINE OF SAID SOUTHWEST QUARTER QUARTER, A DISTANCE OF 3.34 FEET TO THE POINT OF BEGINNING. CONTAINING 847,564 SQUARE FEET OR 19.457 ACRES, MORE OR LESS.

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.
2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.
4. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.

5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.
6. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.
7. The Sub-divider shall install stormwater quality features in the island of the cul-de-sac in accordance with plans approved by the Public Works Director. Said features shall be installed as part of the installation of the public Improvements. The Creekmoor POA will be responsible for the maintenance of these features.
8. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.
9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.
10. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agree to have installed, at their cost, all required street name signage determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.
2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.
3. The Sub-divider agrees to provide the City of Raymore “as-built” plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.

4. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.

2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.

3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.

4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.

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

6. Fees in lieu of parkland dedication will be paid by the home builder at the time a building permit is issued. The total fee due for **Eastbrooke at Creekmoor Third Final Plat Lots 76 thru 119 and Tracts G & H is \$6,324.12 (Six Thousand Three Hundred and Twenty-Four dollars and Twelve Cents)**. Fees paid at the time building permit applications are to be made at a rate of **One Hundred Forty-Three dollars and seventy-three cents (\$143.73) per dwelling unit**.

7. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

ADDITIONAL REQUIREMENTS

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.
2. All sidewalks shall be five-feet (5') in width and shall be installed on each lot prior to the issuance of a Certificate of Occupancy on the lot.
3. The Sub-divider agrees to establish a homeowners association or other similar mechanism approved by the City to perpetually maintain all common area tracts within ***Eastbrooke at Creekmoor Third Plat Lots 76 through 119, and Tracts G & H.***

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.
3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.
5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.

9. The Sub-divider and City acknowledge the Memorandum of Understanding for Creekmoor Subdivision, executed by both parties and approved by City Council on January 26, 2004, June 26, 2006, July 24, 2006, July 23, 2007, July 27, 2015, and November 25, 2019 remains in effect.

10. The Sub-divider and the City acknowledge that if the 7th amendment to the Memorandum of Understanding is approved by the City Council and properly executed that all provisions of the 7th amendment shall be complied with.

11. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to the Sub-divider, at:

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

12. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Eastbrooke at Creekmoor Third Final Plat Lots 76 thru 119 and Tracts G & H**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Eastbrooke at Creekmoor Third Final Plat Lots 76 thru 119 and Tracts G & H**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-divider – Signature

Printed Name

Sub-divider – Signature

Printed Name

Subscribed and sworn to me on this
the _____ day of _____ 20__
in the County of _____,
State of _____.

Stamp:

Notary Public: _____ My Commission Expires: _____

Attachment A

FEE CALCULATION FOR EASTBROOKE AT CREEKMOOR THIRD PLAT

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

All fees and deposits shall be paid prior to recording the final plat. The land disturbance permit fee and erosion control financial security deposit shall be paid prior to commencement of any land disturbance activity (site grading), or if no land disturbance activity started prior to recording of final plat, paid at time of recording final plat.

1	Land Disturbance Permit Fee. [455.010B] 01-00-4170-0000 If fee paid prior to recording of plat, receipt # _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$500.00
2	Erosion Control Financial Security Deposit: Developer shall provide financial security for erosion control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash deposit to the City. [455.010F] 60-00-2811-0000 If deposit paid prior to recording of plat, receipt# _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$
	Additional erosion control financial security (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (ac. total disturbed) If deposit paid prior to recording of plat, receipt# _____ If letter of credit submitted: financial institution: _____ renewal date of letter of credit: _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$
3	Infrastructure Construction Plan Review Fee: An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1] 01-00-4182-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$
4	Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] 01-00-4165-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre (19.457 acres) [Schedule of Fees and Charges] 01-00-4185-0000	\$175.12

TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT.....\$
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND
DISTURBANCE PERMIT..... \$
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A
CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS.....\$175.12



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Oct. 25, 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 3664: Replat of Stegmaier Acres Lot 2

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:	Oct. 19, 2021
Action/Vote:	Approval, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Pam Hatcher filed a request for final plat approval for the Replat of Lot 2 of Stegmaier Acres, located at 1403 N. Madison Street. The replat creates a total of 4 lots with access off N. Madison Street. The Hatcher residence exists on Lot 3, with proposed homes to be built on Lots 4 and 5. Lot 2, being the east 1/2 of the tract, will remain as undeveloped land.

BILL 3664

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE STEGMAIER ACRES LOTS 3-5 FINAL PLAT."

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 Stegmaier Acres Lots 3-5 is approved for the tract of land described below:

ALL OF LOT 2, STEGMAIER ACRES, A SUBDIVISION, 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 25TH DAY OF OCTOBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8TH DAY OF NOVEMBER, 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: October 25, 2021
Re: Case #21033 - Stegmaier Acres Replat Lot 2 - Minor Plat

GENERAL INFORMATION

Applicant: William and Pam Hatcher

Property Owner: 1403 N. Madison Street, Raymore, MO 64083

Property Location: 1403 N. Madison Street - Stegmaier Acres Lot 2

2021 Aerial Photograph:



Site Photographs:



View looking east from Madison at proposed driveway location



View looking east - proposed driveway location south of house



View looking east at proposed driveway south of existing solar panels



View looking north at proposed easement area for driveway to front of lots



View looking northwest at area for proposed lots

Existing Zoning: “RE” Rural Estate District

Existing Surrounding Uses: **North:** Residential
 South: Residential/Agricultural
 East: Agricultural
 West: Residential

Total Tract Size: 32 acres

Total Number of Lots: 3

Growth Management Plan: The Future Land Use Plan Map contained within the 2013 Growth Management Plan designates this property as appropriate for low-density residential development.

Major Street Plan: The Major Thoroughfare Plan has Madison Street classified as a Major Collector.

Advertisement: City Ordinance does not require a public hearing for Minor Plats.

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain final plat approval for Stegmaier Acres Lots 3-5.

City Ordinance Requirements: In order for the applicant to accomplish the aforementioned action they must meet the provisions of this 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.

ENGINEERING DIVISION COMMENTS

The Engineering Department has reviewed the application and recommends approval of the proposed plat.

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The property is legally described as Lot 2 of Stegmaier Acres, a subdivision that was approved on October 28, 1985.
2. The zoning of the property was reclassified from "A" Agricultural District to "RE" Rural Estate District on October 27, 2009.
3. A variance was approved by the Board of Adjustments on August 17th, 2021 regarding the lot frontage requirements on a public street. Approval of the variance allows the two proposed 3-acre lots to have access provided by an easement located on the southern property line and allows for single family homes to be constructed.

STAFF COMMENTS

1. The proposed final plat application would be an eligible candidate for the 34th amendment regarding minor platting. This replat would be a candidate for an administrative review if the 34th amendment is approved.
2. The proposed lots comply with the development standards of the existing "RE" Rural Estate zoning designation of the property.

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 a final plat if it finds that the Final Plat:

1. Is substantially the same as the approved preliminary plat

A Minor Plat does not require a preliminary plat.

2. Complies with all conditions, restrictions and requirements of this code and of all other applicable ordinances and design standards of the city; and

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

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

There is no preliminary plat on file for this subject property.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	October 19th, 2021	October 25th, 2021	November 8th, 2021

STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #21033 to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its October 19, 2021 meeting, voted 8-0 to accept the staff proposed findings of fact and forward case #21033 to the City Council with a recommendation of approval.

MINOR SUBDIVISION
STEGMAIER ACRES
LOTS 3 - 5

THIS IS A RE-PLAT OF ALL OF LOT 2, STEGMAIER ACRES, CONTAINING 1.394337 SQUARE FEET OR 0.00089 ACRES, IN THE SW 1/4 OF SECTION 3, RANGE 32, TOWNSHIP 35N, RANGE 32, RAYMORE, CASS COUNTY, MISSOURI.

PROPERTY DESCRIPTION:
CONTAINING 1.394337 SQUARE FEET OR 0.00089 ACRES, ALL OF LOT 2, STEGMAIER ACRES, A SUBDIVISION, IN RAYMORE, CASS COUNTY, MISSOURI.

DEDICATION:
THE BEARINGS AND DISTANCES OF THE TRACT OF LAND DESCRIBED IN THIS PLAT HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN HEREON WHICH SHALL HEREAFTER BE KNOWN AS:

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

RIGHTS OF WAY: ALL RIGHTS OF WAY ARE HEREBY ESTABLISHED AS SHOWN AND DESIGNATED ON THIS PLAT AS "R.O.W." NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT-OF-WAY LINE.

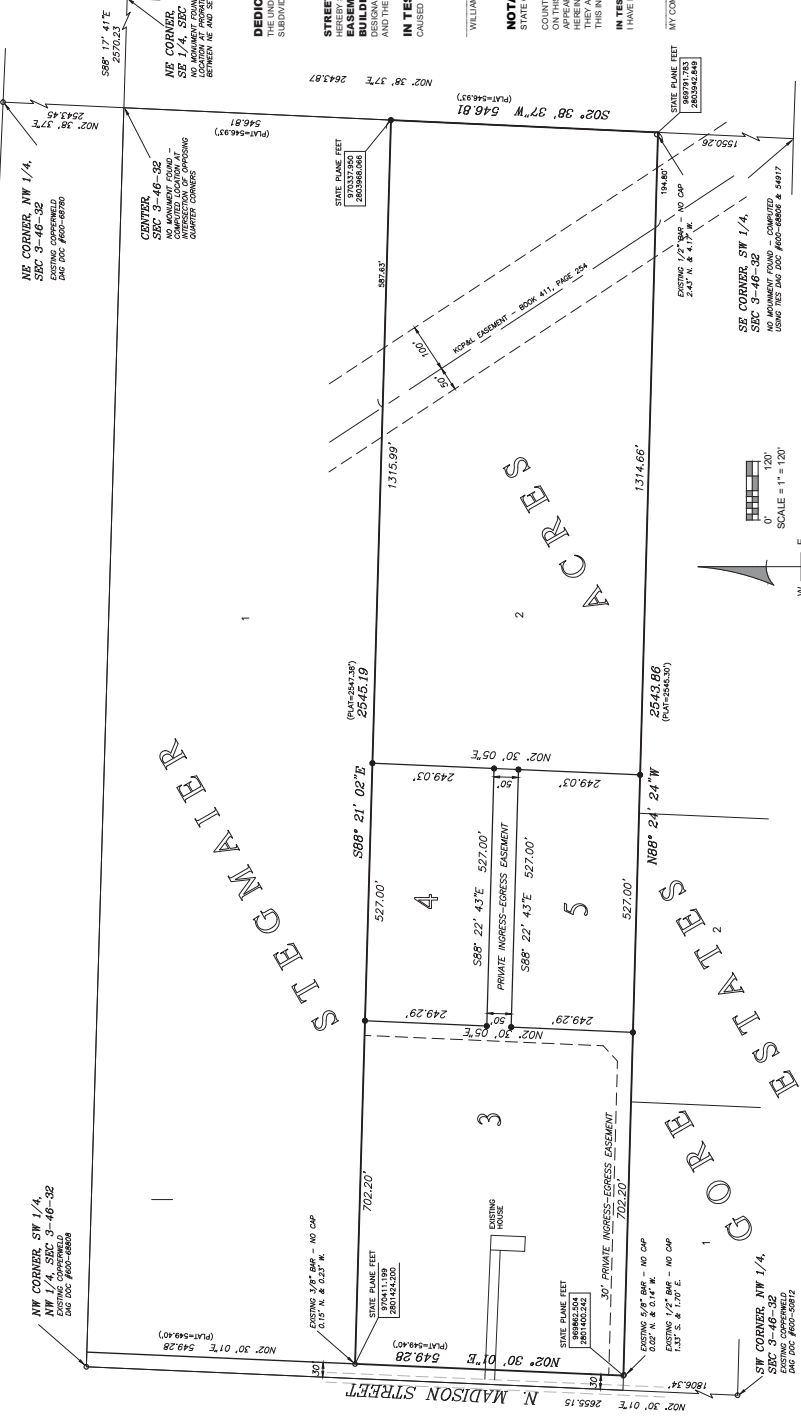
IN TESTIMONY WHEREOF: WILLIAM AND PAMELA HATCHER FAMILY TRUST DATED JANUARY 15, 2001, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____, 2021.

WILLIAM HATCHER, TRUSTEE _____ PAMELA HATCHER, TRUSTEE _____

NOTARY CERTIFICATION:
STATE OF MISSOURI,)
COUNTY OF JACKSON,)
I, _____, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED WILLIAM HATCHER AND PAMELA HATCHER BOTH BEING KNOWN BY ME TO BE THE PERSONS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND BEING DULY SHOWN BY ME TO KNOW AND UNDERSTAND THAT THIS INSTRUMENT WAS EXECUTED AS THE FREE ACT AND DEED OF SAID TRUST.

IN TESTIMONY WHEREOF: I HAVE HEREIN SET MY HAND AND AFFIXED MY SEAL, THE DAY AND YEAR LAST WRITTEN ABOVE.

MY COMMISSION EXPIRES _____, NOTARY PUBLIC



SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, BY GPS OBSERVATIONS USING THE MGOOT GPS NETWORK GRID FACTOR EQUALS 0.999999.
 3. THE SOURCE OF THE DESCRIPTION LISTED FOR THIS PLAT WAS DERIVED FROM THE PLATS OF STEGMAIER ACRES.
 4. THE EASEMENT SHOWN HEREON IS FROM THE PLAT AND A TITLE REPORT WAS NOT PROVIDED BY THE CLIENT TO DISCLOSE OTHER EASEMENTS THAT MAY AFFECT THE SUBJECT PROPERTY. THIS SURVEYOR ACCEPTS NO LIABILITY SHOULD THERE BE ANY EASEMENTS UPON THE SUBJECT PROPERTY THAT AFFECT THE USABILITY OF THIS PROPERTY.
 5. THIS SURVEY AND PLAT MEETS OR EXCEEDS THE STANDARDS FOR URBAN CLASS PROPERTY AS DEFINED BY THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEY.
 6. THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 23027 C 0029 F HAVING AN EFFECTIVE DATE OF JANUARY 02, 2013. LANDS LOCATED IN ZONE "X" ARE THOSE AREAS DETERMINED TO BE SUBJECT TO MINIMAL FLOODING.
 7. THE "CERTIFICATION" STATEMENT USED BY HERON MEANS AN EXPRESSION OF PROFESSIONAL BELIEF REGARDING THE DATA SHOWN ON THIS PLAT AND DOES NOT REPRESENT A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.

EWING W. GARD, PLS-1429



CITY OF CASS:

ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 2021.

DEPUTY COUNTY RECORDER OF DEEDS

CITY OF RAYMORE APPROVALS:

THIS PLAT OF STEGMAIER ACRES, LOTS 3-5, IS A RE-PLAT OF LOT 2 STEGMAIER ACRES INCLUDING EASEMENTS AND RIGHTS OF WAY ACCEPTED BY THE CITY COUNCIL. HAS BEEN SUBMITTED AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THE _____ DAY OF _____, 2021.

SECRETARY _____ DATE _____

MAYOR _____ DATE _____

CITY CLERK _____

CITY ENGINEER _____

SURVEY NOTES:

1. SEMI-PERMANENT MONUMENTATION: SET 1/2" BARI WITH CAP STAMPED: "E" MOUND PL 5-1447 AT CORNERS MARKED "B".
2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, BY GPS OBSERVATIONS USING THE MGOOT GPS NETWORK GRID FACTOR EQUALS 0.999999.
3. THE SOURCE OF THE DESCRIPTION LISTED FOR THIS PLAT WAS DERIVED FROM THE PLATS OF STEGMAIER ACRES.
4. THE EASEMENT SHOWN HEREON IS FROM THE PLAT AND A TITLE REPORT WAS NOT PROVIDED BY THE CLIENT TO DISCLOSE OTHER EASEMENTS THAT MAY AFFECT THE SUBJECT PROPERTY. THIS SURVEYOR ACCEPTS NO LIABILITY SHOULD THERE BE ANY EASEMENTS UPON THE SUBJECT PROPERTY THAT AFFECT THE USABILITY OF THIS PROPERTY.
5. THIS SURVEY AND PLAT MEETS OR EXCEEDS THE STANDARDS FOR URBAN CLASS PROPERTY AS DEFINED BY THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEY.
6. THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 23027 C 0029 F HAVING AN EFFECTIVE DATE OF JANUARY 02, 2013. LANDS LOCATED IN ZONE "X" ARE THOSE AREAS DETERMINED TO BE SUBJECT TO MINIMAL FLOODING.
7. THE "CERTIFICATION" STATEMENT USED BY HERON MEANS AN EXPRESSION OF PROFESSIONAL BELIEF REGARDING THE DATA SHOWN ON THIS PLAT AND DOES NOT REPRESENT A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.

GARD HORIZON LLC
 1403 N MADISON STREET
 RAYMORE, MISSOURI 64083
 Phone: 816-205-3961
 Fax: 816-205-3962
 Email: info@gardhorizon.com
 Website: www.gardhorizon.com

WILLIAM AND PAMELA HATCHER FAMILY TRUST DATED JANUARY 15, 2001

PROFESSIONAL SEAL
 Ewing W. Gard
 Surveyor
 State of Missouri
 License No. PLS-1429

SECRETARY _____ DATE _____

MAYOR _____ DATE _____

CITY CLERK _____

CITY ENGINEER _____



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Oct. 25, 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 3665: New Ward Boundaries

STRATEGIC PLAN GOAL/STRATEGY

4.1.3: Continuously improve the City's governance processes

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Ward Boundary Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Section 9.4 of the City Charter states that ward boundaries shall be established by ordinance following each decennial census and shall comprise compact and contiguous territory and shall contain, as nearly as possible, an equal number of inhabitants.

Section 105.010 of City Code states “The City ward boundaries shall be, and are hereby amended to provide the boundary lines of the wards as described on the map which is hereby adopted and incorporated as the legal description of said boundaries.”

At its October 18, 2021, work session Council discussed several options regarding redistricting of ward boundaries, using 2020 Census data. The staff recommended option was drawn to provide compact and contiguous territory for each ward while anticipating future growth opportunities within each ward. At the work session Council agreed by consensus to proceed with the staff recommended option #4.

The new ward boundary map is attached as Exhibit A.

BILL 3665

ORDINANCE

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING
NEW WARD BOUNDARIES”**

WHEREAS, Section 9.4 of the City Charter requires that ward boundaries be established by ordinance following each decennial census; and,

WHEREAS, Section 105.010 of the City Code states that the ward boundaries shall be described on a map that is adopted and incorporated as the legal description of said boundaries; and,

WHEREAS, the City Council at a work session held on October 18, 2021, considered several options regarding redistricting of ward boundaries, using 2020 Census data.

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

Section 1. Exhibit A is adopted and incorporated as the Ward Boundary Map for the City in accordance with Section 105.010 of the City Code.

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 25th DAY OF OCTOBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 8th DAY OF NOVEMBER, 2021 BY THE FOLLOWING VOTE:

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

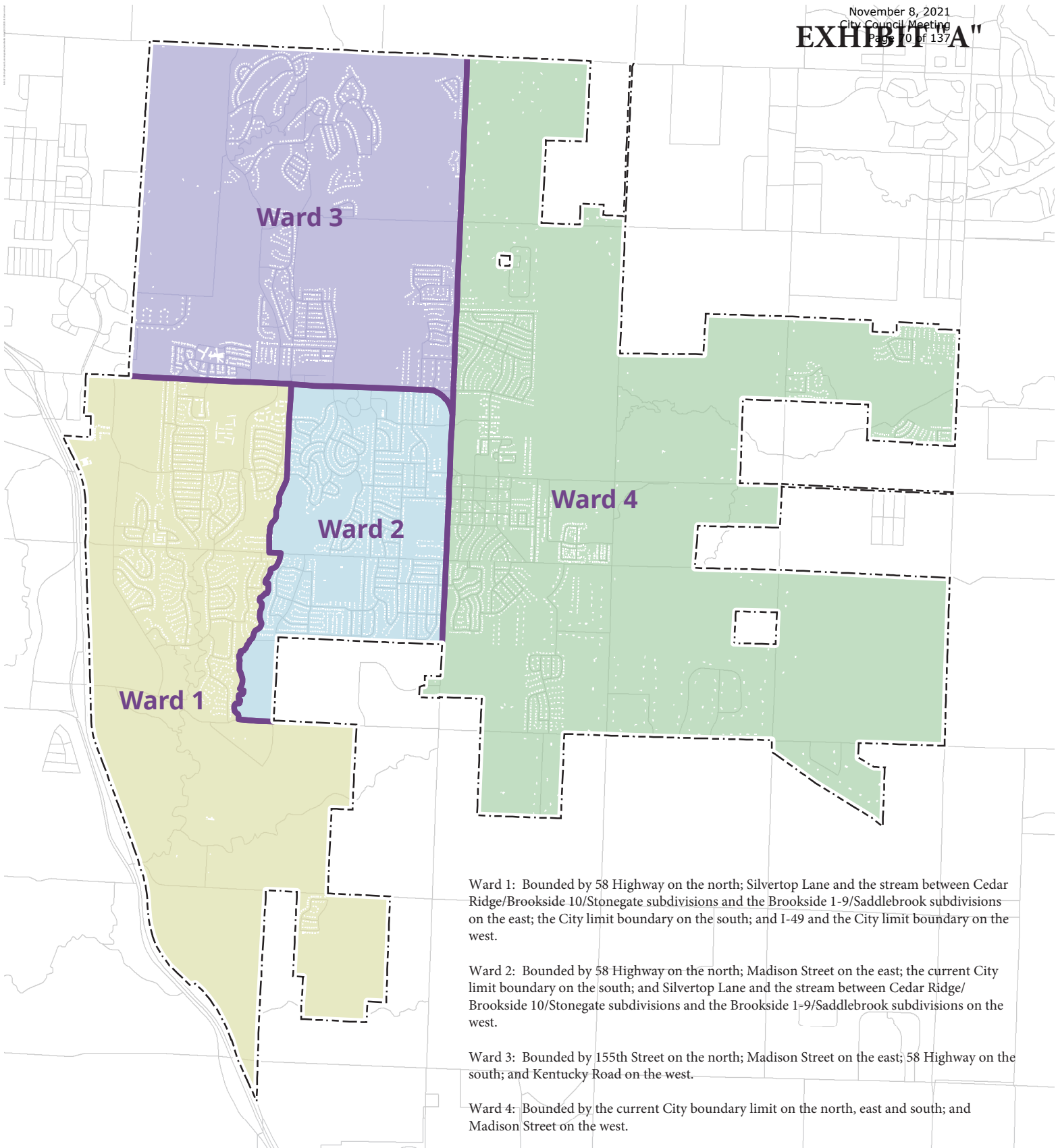
ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Ward 1: Bounded by 58 Highway on the north; Silvertop Lane and the stream between Cedar Ridge/Brookside 10/Stonegate subdivisions and the Brookside 1-9/Saddlebrook subdivisions on the east; the City limit boundary on the south; and I-49 and the City limit boundary on the west.

Ward 2: Bounded by 58 Highway on the north; Madison Street on the east; the current City limit boundary on the south; and Silvertop Lane and the stream between Cedar Ridge/Brookside 10/Stonegate subdivisions and the Brookside 1-9/Saddlebrook subdivisions on the west.

Ward 3: Bounded by 155th Street on the north; Madison Street on the east; 58 Highway on the south; and Kentucky Road on the west.

Ward 4: Bounded by the current City boundary limit on the north, east and south; and Madison Street on the west.

- 1 Population 6,088
- 2 Population 5,173
- 3 Population 4,891
- 4 Population 6,789

Count: 04
 Minimum: 4,891
 Maximum: 6,789
 Sum: 22,941
 Mean: 5,735.25
 Standard Deviation: 749.23 (13%)

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Nov. 8, 2021

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3666 - Budget Amendment, CFS Engineers

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.2.1 - Create a physical environment that inspires a sense of pride

FINANCIAL IMPACT

Award To:	Cook, Flatt & Strobel (CFS) Engineers
Amount of Request/Contract:	\$28,299
Amount Budgeted:	\$750,000
Funding Source/Account#:	47-38-8420-0000

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	October 26, 2021
Action/Vote:	8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract Amendment
Original Contract (signed)

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In April, the City Council passed Bill 3614 authorizing the City Manager to enter a contract with CFS Engineers for design and consulting services associated with the G.O. Bond projects approved by voters in 2020 for Hawk Ridge Park.

Additional projects listed in the master plan, but not included in the initial design services contract, are being presented for consideration. These items include:

Irrigation of the Amphitheater

ADA Ramps to the Amphitheater stage

Access Road to Amphitheater

Additional Architectural Services for enhanced plaza

Additional survey services

BILL 3666

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING A CONTRACT WITH CFS ENGINEERS FOR HAWK RIDGE PARK IMPROVEMENTS, IN THE AMOUNT OF \$28,299 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, The City Council has awarded a design and consulting contract for Hawk Ridge Park improvements; and

WHEREAS, It is necessary to have the architect design and prepare construction documents for additional improvements at Hawk Ridge Park; and

WHEREAS, this work is in addition to the scope of services in the initial contract with CFS Engineers.

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 execute a Contract Addendum in the amount of \$28,299 with CFS Engineers for the Hawk Ridge Park Improvement project.

Section 2. The City Manager is authorized to execute the contract, attached as Exhibit A, and 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 8TH DAY OF NOVEMBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF NOVEMBER, 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



Hawk Ridge Park Add Alternates
 City of Raymore, Missouri
 Cass County

17-Sep-21

Hawk Ridge Park		Principal	Project Manager	Landscape Architect	Senior Engineer	Engineer	Senior Technician	Total
Task		Man-Hours						
1.0	Irrigation of the Amphitheater							
1.1	Design		2	6				8
1.2	Plan Preparation			8				8
1.3	Specifications							0
1.4	Quantities & Cost Estimate			2				2
1.5	Construction Phase Services			4				4
	Sub-Total Man-Hours	0	2	20	0	0	0	22
	Hourly Rates	\$233.00	\$185.00	\$149.00	\$152.00	\$134.00	\$99.00	\$3,350.00
	Sub-Total	\$0.00	\$370.00	\$2,980.00	\$0.00	\$0.00	\$0.00	\$3,350.00
2.0	ADA Ramps at Amphitheater							
2.1	Design of Ramps		3		2	8		13
2.2	Plan Preparation (Assume 2 sheets)						12	12
2.3	Specifications				1			1
2.4	Quantities & Cost Estimate					1		1
	Sub-Total Man-Hours	0	3	0	3	9	12	27
	Hourly Rates	\$233.00	\$185.00	\$149.00	\$152.00	\$134.00	\$99.00	\$3,405.00
	Sub-Total	\$0.00	\$555.00	\$0.00	\$456.00	\$1,206.00	\$1,188.00	\$3,405.00
3.0	Access Road to Amphitheater							
3.1	Option 1							
3.1.1	Design 10 Space Parking Lot at Sunset Lane and S. Property Line		2			2	4	8
3.1.2	Design Paved Single Lane Access Road from Parking Lot to Amphitheater (~1500')		2			6		8
3.1.3	Research Use of ShoreMax or Similar for Access Road Surface				2			2
3.1.4	Plan Preparation (2 P&P Sheets, add to Typ. Sec. sheet, X-Sects)				4	4	12	12
3.1.5	Specifications							8
3.1.6	Quantities & Cost Estimate					2	4	6
3.1.7	Construction Phase Services					6		6
3.2	Option 2							
3.2.1	Design pavement improvements along existing path (~650')					4		4
3.2.2	Plan Preparation (Assume 1 sheet)						4	4
	Sub-Total Man-Hours	0	4	0	6	24	24	58
	Hourly Rates	\$233.00	\$185.00	\$149.00	\$152.00	\$134.00	\$99.00	\$7,244.00
	Sub-Total	\$0.00	\$740.00	\$0.00	\$912.00	\$3,216.00	\$2,376.00	\$7,244.00
4.0	Additional Survey for Add Alternatives							\$2,800.00
5.0	Additional Architectural Services for Full Build Out of Plaza							\$11,500.00
	Sub-Total							\$11,500.00
	Total Man-Hours	0	9	20	9	33	36	107
	Hourly Rates	\$233.00	\$185.00	\$149.00	\$152.00	\$134.00	\$99.00	\$28,299.00
	Total Fee	\$0.00	\$1,665.00	\$2,980.00	\$1,368.00	\$4,422.00	\$3,564.00	\$28,299.00

BILL 3613

ORDINANCE 2021-019

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

WHEREAS, the Sunset Lane / Hawk Ridge Park design project was included in the 2021 Capital Improvement Program; and

WHEREAS, the staff publicly advertised for the Sunset Lane / Hawk Ridge Park project, and;

WHEREAS, staff reviewed the proposals submitted and found that the proposal from Cook, Flatt & Strobel Engineers was the best of the proposals submitted.

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

Section 1. The City Manager is hereby directed and authorized to enter into a negotiated contract in the amount of \$368,423 with Cook, Flatt & Strobel Engineers, for the Sunset Lane / Hawk Ridge Park 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 APRIL, 2021.

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

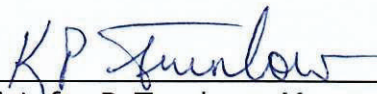
Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

ATTEST:



Erica Hill, City Clerk

APPROVE:



Kristofer P. Turnbow, Mayor



Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

SUNSET LANE DESIGN SERVICES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 26th day of April, 2020 between Cook, Flatt & Strobel Engineers, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1421 E 104th Street, Suite 100, Kansas City, MO 64131, 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 April 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 #20-010 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 #20-010 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, \$368,423 which is "not to exceed" Three Hundred Sixty Eight Thousand Four Hundred Twenty Three 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 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 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 & 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 consultant'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 firm and 2) a valid copy of the signature page completed and signed by the firm, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XI
ENTIRE AGREEMENT

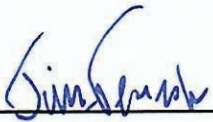
The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant as to prospective performance of the goods, but has relied upon its own inspection and investigation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

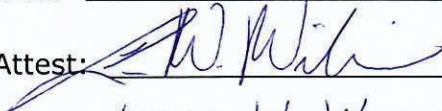
Attest: 
Erica Hill, City Clerk

SEAL)

COOK, FLATT & STROBEL ENGINEERS

By: 
Lance W. Scott

Title: VICE PRESIDENT

Attest: 
LUCAS W. WILLIAMS
ASSOCIATE

Appendix A
Scope of Services

See 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 April 2021, with final design and bid specifications completed no later than June 30, 2021.

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 enforce 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 decision 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 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. 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 consultant'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.



Cook, Flatt & Strobel Engineers
1421 E. 104th Street, Suite 100
Kansas City, Missouri 64131
816.333.4477

March 10, 2021

Mr. Mike Krass, Director of Public Works
City of Raymore
100 Municipal Circle
Raymore, Missouri 64083

RE: REVISED Fee Proposal for Sunset Lane

Dear Mr. Krass,

Cook, Flatt & Strobel Engineers, P.A. (CFS) is pleased to submit our fee proposal to the you for engineering services to prepare design plans and specifications for the extension on Sunset Lane from just north of Highway 58 (Foxwood Drive) to the north property line of Hawk Ridge Park, approximately 3,500 feet tying into Sunset Lane on the north being designed and constructed by others.

The **Scope of Services** have been revised, per conversations with you, in the attached document.

Bidding services and construction phase services are **not** included in the scope of services. Support during bidding, RFI's and site visits during construction may be negotiated at a later date or compensated by the attached hourly rates.

The Compensation requested for the professional services listed above: \$199,791. Documentation of hours for each task are included in the attached. This fee is based on a design schedule of 6 months from Notice to Proceed.

Please let us know if you have any questions regarding our proposal or if you would like for us to make any revisions based on scope changes. We look forward to working with you and your staff on this project.

Sincerely,

A handwritten signature in cursive script that reads "Michelle L. Mahoney".

Michelle L. Mahoney, P.E., ENV SP
Sr. Associate

attachments

Scope of Services

Sunset Lane, Raymore, MO

Task 1: Topographic Survey and Right of Way (ROW) Documents

The following tasks will be performed as part of the topographic survey and ROW documents services:

- Prepare temporary and permanent easement documents for up to 6 parcels.
- Prepare plat drawings with signature pages.
- Perform topographic surveys for a corridor that is approximately 500' wide by 3500' long along the proposed alignment for the extension of Sunset Lane.

Task 2: Project Management and Administration Services

The following tasks will be performed as part of the project management administration services:

- Establish project schedule and internal milestones.
- Complete invoicing and address comments in regards to billing.
- Provide Quality Control reviews of survey, design and project submittals.
- Coordination meetings with City and subconsultant staff.

Task 3: Public Involvement

- Attend site visits with Property Owners (up to 6 visits) -CITY WILL HANDLE
- Meet with City to get results of Property Owner Meetings to incorporate into plans
- Prepare exhibits for use by City staff in City Council Meetings

Task 4: Develop Construction Contract Documents

- PRELIMINARY DESIGN AND UTILITY PLANS (50% Design)
 - a. Preliminary Design
 1. Prepare Design Criteria Memo
 2. Prepare horizontal and vertical geometry
 3. Complete preliminary drainage design
 4. Prepare preliminary cross sections
 5. Determine construction limits and establish easement lines
 6. Add survey benchmark information to plan sheets
 7. Add survey control and section corner ties to plan sheets
 8. Create title sheet, typical sections, plan & profiles, limited details, and drainage area map
 9. Prepare scoping documents for Geotechnical Services
 10. Add geotechnical information to profile sheets and earthwork model
 11. Assemble preliminary plans
 - b. Prepare an opinion of probable construction costs
 - c. Preliminary Design Review Meeting

- d. Utility Coordination
 1. Update mapping of utilities in the corridor
 2. Attend up to 2 meetings with affected utility owners
- e. Permitting
 1. Prepare and send out Notice of Project to all applicable permitting agencies
 2. Complete waterline calculations and prepare documents for MDNR review
 3. Prepare SWPPP
- FIELD CHECK
- FINAL DESIGN PLANS (90% Design)
 - a. Final Design Drawings
 1. Update title sheet & typical section sheet
 2. Prepare final plans for pavement marking, signing and traffic control
 3. Prepare temporary erosion control plans
 4. Update profile sheets
 5. Update storm water drainage plans and details
 6. Provide final cross sections at 50-foot intervals, driveways and intersections
 7. Prepare intersection and sidewalk ramp details
 8. Prepare standard details
 9. Update construction notes and finalize plans sheets
 10. Assemble 90% plans for city review and approval
 - b. Opinion of Probably Costs
 - c. 90% Technical Specifications
 - d. Final Design Review Meeting
- FINAL BIDDING AND CONSTRUCTION CONTRACT DOCUMENTS
 - a. Incorporate City comments on final plans, specifications and bidding documents
 - b. Assemble bid package documents

Task 5: Bidding Phase Services TASKS REMOVED AT THE DIRECTION OF THE CITY

Task 6: Design of Ancillary Systems

- Design and prepare contract documents for a 12" watermain along Sunset Lane (3500')
- Design and prepare contract documents for street lighting along Sunset Lane (3500')



Raymore, Missouri
Sunset Lane
Fee Proposal for Professional Services

SUMMARY

FIRM: CFS Engineers
ROUTE: Sunset Lane
PROJECT: _____
COUNTY: Cass County
JOB NO.: _____

Sunset Lane

Total Direct Salary Costs

Sunset Lane \$196,690
Subtotal \$196,690

Direct Non-Payroll Costs

Materials & Supplies _____ \$0
Reproduction _____ \$0
Travel Expenses 30 miles round trip X 3 trips \$51
Other O&Es \$3,000
Subtotal \$3,051

Total Proposed Fee \$199,741

Sunset Lane
 City of Raymore, Missouri
 Cass County



Sunset Lane Fee Proposal		Principal	Project Manager	Senior Engineer Man-Hours	Engineer	Senior Technician	Total
Task							
1.0	Topographic Survey and ROW Documents						
	T/E and P/E documents(Assume 6 parcels)						\$3,500.00
	Plat Drawing and Signature pages						\$5,000.00
	Topographic Surveys						\$9,000.00
	Sub-Total Man-Hours	0	0	0	0	0	
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,500.00
2.0	Project Management and Administration						
	Project Scheduling and Coordination		8		8		16
	Billing and Project Summary Submittals		4	12			16
	Survey QA/QC				8	8	16
	Preliminary Plans QA/QC and Plan Revisions		4	8	8	24	44
	Right-of-Way Documents QA/QC and Plan Revisions		4	4	8	24	40
	90% Plans QA/QC and Plan Revisions		4	8	12	24	48
	QC review of Technical Specifications and Bidding Documents		4	12	8		24
	Project Kickoff Meeting		2	2	2		6
	Monthly Project Meetings		6	6			12
	Sub-Total Man-Hours	0	36	52	54	80	222
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$6,660.00	\$7,904.00	\$7,236.00	\$7,920.00	\$29,720.00
3.0	Public Involvement						
	Site Visits with Property Owners (Handled by the City)						0
	Meet with City to get results of the Property Owner Meetings to incorporate into plans		6	6			12
	Prepare exhibits for City Council Meeting		2	2		8	12
	Sub-Total Man-Hours	0	8	8	0	8	24
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$1,480.00	\$1,216.00	\$0.00	\$792.00	\$3,488.00
4.0	Develop Construction Contract Documents – Sunset Lane						
4.1	Preliminary Design and Utility Plans(50% Design)						
	A. Preliminary Design and Utility Plans		2	4			6
	Prepare comprehensive Design Criteria Memorandum.			8	16	16	40
	Preliminary Horizontal and Vertical Geometry			4	8	24	36
	Complete preliminary drainage design and incorporate into sheets and profile.			4	8	16	28
	Prepare preliminary cross-sections.				8	8	16
	Prepare construction limits and profiles necessary to determine right-of-way limits.					4	4
	Add survey benchmark information to sheets.					4	4
	Add survey control and section corner ties to plan sheets.					24	24
	Create title sheet, typical sections, plan and profiles, limited details, and drainage area map.						
	Prepare scoping documents for geotechnical services	2	8				10
	Add geotechnical information to profile sheets and earthwork model.		2			8	10

Sunset Lane
 City of Raymore, Missouri
 Cass County



Sunset Lane Fee Proposal		Principal	Project Manager	Senior Engineer	Engineer	Senior Technician	Total
Task		Man-Hours					
	Assemble Preliminary Plans for City review and approval.				2	4	6
	B. Opinion of Costs						
	Prepare an opinion of probable construction costs.	2		16			18
	C. Preliminary Design Review Meeting						
	Update mapping of utilities within the corridor.	4		4			8
	D. Utility Coordination						
	Up to 2 meetings and coordination with affected utility owners.	8		8	2	4	16
	E. Permits						
	Notice of Project to all applicable permitting agencies				8		8
	Waterline calculations and preparation of MDNR submittal				8		8
	SWPPP			4	16		20
	4.2 Field Check	4		4	4		12
	4.3 Final Design Plans (90% Design)						
	A. Final Design Drawings						
	Update Title Sheet & Typical Sections			4	8	2	14
	Prepare final plans for pavement marking, signing, and traffic control				4	12	16
	Prepare temporary erosion control plans				8	8	16
	Update profile sheets				8	16	24
	Update storm water drainage plans and details.				8	16	24
	Provide final cross sections at 50 foot intervals, each drive and intersection with earthwork quantities			6	8	24	38
	Prepare intersection and sidewalk ramp detail sheets.				8	24	32
	Prepare standard details.						
	Update construction notes and finalize plan sheets.					24	24
	Assemble 90% Plans for City review and approval.				2	4	6
	B. Opinion of Costs						
	Prepare an opinion of probable construction costs.	2		16			18
	C. 90% Technical Specifications						
	Prepare technical specifications for City to review.	4		40			44
	QC review and address comments	4		8			12
	D. Final Design Review Meeting						
	4.4 Final Bidding and Construction Contract Documents						
	A. Incorporate City comments on final plans, specifications and bidding documents	2		4	12	20	38
	B. Assemble bid package documents			2		4	6
	Sub-Total Man-Hours	0	36	148	138	266	588
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$6,660.00	\$22,496.00	\$18,492.00	\$26,334.00	\$73,982.00

Sunset Lane Fee Proposal		Principal	Project Manager	Senior Engineer Man-Hours	Engineer	Senior Technician	Total
Task							
5.0	Bidding Phase Services						
	Advertise Contract Documents for Bid						0
	Respond to Potential Bidder's Questions						0
	Pre-Bid Conference and Addenda						0
	Review Bids, Create Bid Tabs, Recommendation of Bid						0
	Sub-Total Man-Hours	0	0	0	0	0	0
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.0	Utility Design and Contract Documents						
	Full Water Line Design and Contract Documents (Lump Sum)						\$60,000.00
	Street Lighting Design and Contract Documents (Lump Sum)						\$12,000.00
	Sub-Total Man-Hours	0	0	0	0	0	
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Sub-Total Collection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,000.00
	Total Man-Hours	0	80	208	192	354	834
	Hourly Rates	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Total Fee	\$0.00	\$14,800.00	\$31,616.00	\$25,728.00	\$35,046.00	\$196,690.00



Sunset Lane Fee Proposal for Professional Services

DIRECT NON-PAYROLL COSTS

FIRM: CFS Engineers
ROUTE: Sunset Lane
PROJECT: _____
COUNTY: Cass County
JOB NO.: _____

EXPENSES	SUNSET LANE	
Materials & Supplies	_____	
Reproduction	_____	
Travel Expenses	<u>30 miles round trip X 3 trips</u>	\$50.85
Other	<u>O&Es</u>	\$3,000.00
Total Direct Non-Payroll Costs		\$3,050.85



Sunset Lane Fee Proposal for Professional Services

SALARY RATES

FIRM: CFS Engineers
ROUTE: Sunset Lane
PROJECT: Hawk Ridge Park
COUNTY: Cass County
JOB NO.: _____

<u>CLASSIFICATION</u>	<u>CURRENT RATE</u>
Principal	\$233.00
Project Manager	\$185.00
Senior Engineer	\$152.00
Landscape Architect	\$149.00
Engineer	\$134.00
Senior Technician	\$99.00



Cook, Flatt & Strobel Engineers
1421 E. 104th Street, Suite 100
Kansas City, Missouri 64131
816.333.4477

February 23, 2021

Mr. Nathan Musteen
Director of Parks & Recreation
City of Raymore
100 Municipal Circle
Raymore, Missouri 64083

RE: Fee Proposal for Hawk Ridge Park

Dear Mr. Musteen,

Cook, Flatt & Strobel Engineers, P.A. (CFS) is pleased to submit our fee proposal to the you for engineering services to prepare design plans and specifications for renovations to Hawk Ridge Park, to include a new entrance plaza and pavilion accessing the new extension of Sunset Lane, parking lots on both the east side of the park and the west side of the park near the soccer fields, restroom facilities and other amenities detailed below in the Scope of Services.

The **Scope of Services** include:

Task 1: Topographic Survey and Right of Way (ROW) Documents

Task 2: Project Management and Administration Services

The following tasks will be performed as part of the project management administration services:

- Establish project schedule and internal milestones.
- Complete invoicing and address comments in regards to billing.
- Provide Quality Control reviews of survey, design and project submittals.
- Coordination meetings with City and subconsultant staff.

Task 3: Public Involvement

- Prepare up to 3 exhibits for use by City staff in City Council / Park Board Meetings

Task 4: Develop Construction Contract Documents

- PRELIMINARY DESIGN (50% Design)
 - a. West Side
 1. West Parking Lot Design (45 cars) – flat curb border with wheel stops
 2. Connector Road with curb and angled parking
 3. Sidewalk along the connector road
 4. Asphalt trail (10' wide) around soccer fields
 5. Water connection to the soccer fields
 6. Storm drainage design



Cook, Flatt & Strobel Engineers
1421 E. 104th Street, Suite 100
Kansas City, Missouri 64131
816.333.4477

- b. East Side
 - 1. Plaza pavement
 - 2. East parking lot (60 cars)
 - 3. Lighting for east parking lot
 - 4. Barrier curbs along the plaza and islands/flat border curb with wheel stops
 - 5. Storm drainage design
- c. Prepare an opinion of probable construction costs
- d. Preliminary Design Review Meeting
- e. Utility Coordination
 - 1. Update mapping of utilities in the corridor
 - 2. Attend up to 2 meetings with affected utility owners
- f. Permitting
 - 1. Prepare and send out Notice of Project to all applicable permitting agencies
 - 2. Prepare SWPPP
- **FIELD CHECK**
- **FINAL DESIGN PLANS (90% Design)**
 - a. Final Design Drawings
 - 1. Update title sheet & typical section sheet
 - 2. Update plans for parking lots with striping and curbing
 - 3. Update parking lot lighting plan
 - 4. Update connector road plans
 - 5. Update trail plans
 - 6. Update field irrigation plans
 - 7. Prepare temporary erosion control plans
 - 8. Update storm water drainage plans and details
 - 9. Prepare detail sheets
 - 10. Update construction notes and finalize plans sheets
 - 11. Plot and assemble 90% plans for city review and approval
 - b. Opinion of Probably Costs
 - c. Prepare 90% Technical Specifications
 - d. Final Design Review Meeting
- **FINAL BIDDING AND CONSTRUCTION CONTRACT DOCUMENTS**
 - a. Incorporate City comments on final plans, specifications and bidding documents
 - b. Plot and assemble bid package documents

Task 5: Bidding Phase Services

- Advertise contract documents for bid
- Respond to potential bidder's questions
- Attend Pre-bid conference and prepare Addenda
- Review bids, create bid tabs, recommendation of bid



Cook, Flatt & Strobel Engineers
1421 E. 104th Street, Suite 100
Kansas City, Missouri 64131
816.333.4477

Task 6: Alternate Designs

- Utility Connection to Pavilion restrooms
- Design and prepare plans for 4 pickleball courts with lighting
- Design and prepare plans for entrance sign

Construction phase services are **not** included in the scope of services. RFI's and site visits during construction may be negotiated at a later date or compensated by the attached hourly rates.

SFS Architecture will be responsible for the design of the vertical structures. Their scope and fee are attached and included in our total fee.

The total compensation requested for the professional services listed above including fees for the design of alternates as described above: \$168,682. Documentation of hours for each task are included in the attached. This fee is based on a design schedule of 6 months from Notice to Proceed.

Please let us know if you have any questions regarding our proposal or if you would like for us to make any revisions based on scope changes. We look forward to working with you and your staff on this project.

Sincerely,

A handwritten signature in cursive script that reads 'Michelle L. Mahoney'.

Michelle L. Mahoney, P.E., ENV SP
Sr. Associate

attachments



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Nov. 8, 2021

SUBMITTED BY: Mike Ekey

DEPARTMENT: Buildings & Grounds

<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

Award of Contract: City Facility Trash & Recycling Services

STRATEGIC PLAN GOAL/STRATEGY

1.2.1: Create a physical space that creates a sense of pride

FINANCIAL IMPACT

Award To:	American Waste Systems
Amount of Request/Contract:	\$5,544 / Annual + Dumpster costs (\$350/per Dumpster)
Amount Budgeted:	\$7,866
Funding Source/Account#:	Buildings & Grounds / Utilities

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Jan. 1, 2022	Dec. 31, 2024

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

Staff is recommending award of contract to American Waste Systems for all City Facility Trash & Recycling Services. This service includes regular trash service at five City locations and provides Dumpster service to the Parks & Recreation and Public Works departments for larger projects and needs.

Staff issued a request for proposals in October and received two responses: American Waste Systems and GFL (formerly WCA).

American Waste Systems: \$5,544 annually + \$350/per dumpster as needed
GFL (formerly WCA): \$5,400 annually + \$375-\$500/per dumpster as needed

Following a review of the proposals and review of references, American Waste Systems proved to be the lowest and best best bidder.

BILL 3668

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AMERICAN WASTE SERVICES LLC FOR THE CITY FACILITY TRASH AND RECYCLING SERVICES."

WHEREAS, the staff publicly advertised and bid for Facility Trash and Recycling services at guaranteed pricing; and

WHEREAS, the staff has reviewed the proposals submitted and recommends that American Waste Services was the lowest and best of the proposals submitted.

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

Section 1. The City Manager is directed to enter into a contract, attached as Exhibit A, with American Waste Services, for the City Facility Trash and Recycling Services.

Section 2. The City Manager is authorized to approve change orders for this budgeted service 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 8TH DAY OF NOVEMBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 22ND DAY OF NOVEMBER, 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 FACILITY TRASH AND RECYCLING SERVICES

Agreement made this 23rd day of November, 2021, between American Waste Systems, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 11610 Grandview Rd, Kansas City, MO 64137, 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 Jan. 1, 2022, 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/supplies as specified in RFP #21-006 and the Standard Contract Terms and Conditions in Appendix B, 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 RFP #21-006 and the Scope of Services attached as Appendix A, 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

Contractor agrees to perform public facility trash and recycling services as prescribed in the RFP document. This contract is for services provided in a one year period beginning January 1, 2022 and ending December 31, 2022. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III GUARANTEED PRICING CONTRACT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix A.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

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

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

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

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

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

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, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

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 to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the 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 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 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 type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site 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 his employees. The 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 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.

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.

ARTICLE VIII 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 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 Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

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 arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

The 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 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 the prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties 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)

AMERICAN WASTE SYSTEMS, INC._____

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

City Facility Trash and Recycling Services

1. INTRODUCTION AND DESCRIPTION:

The City of Raymore desires to have an exclusive agreement with a single vendor to provide all trash/recycling services for its City facilities. Staff anticipates structuring the contract on an annual basis with an opportunity for two one-year extensions after the first year; provided that the terms of the agreement remain the same and that both the contractor and the City are satisfied with the agreement.

A list of buildings and their locations is included below:
Sizes of dumpsters are suggested below but dumpsters will need to fit in the enclosure size with the door shut.

BUILDING LIST AND NEEDS:

1. **City Hall - Enclosure Size 11'6" x 8'**
100 Municipal Circle - a 4 yd dumpster and 5 recycling carts
2. **Public Works**
1021 S Madison St - a 3 yd dumpster and 1 recycling cart
3. **Raymore Activity Center - Enclosure 14' x 8'**
1011 S Madison St - a 2 yd dumpster and 2 recycling carts
4. **Centerview Facility - Enclosure Size 11'4 x 4'8**
227 Municipal Circle - a 2 yd dumpster and 2 recycling carts
5. **Animal Control**
1023 S. Madison St - 2 yd dumpster

2. ANTICIPATED SCOPE OF SERVICES:

The successful firm will be expected to assign a direct contact person through whom all sales and service calls should be directed in order to ensure the best possible customer service to the City.

The description of services below is a direct representation of the existing services required by the City. Changes in service are possible and may require an addendum to this contract. The City expects the service provider to be flexible with the City should additional services become needed in the future.

Description of Service Requirements:

The contractor shall have the responsibility to collect, haul and dispose of all City facility trash and recyclables between 6:00 a.m. and 6:00 p.m. These items will be collected in properly identified trucks. ("Properly identified trucks" means the name, address, and phone number of the Contractor and designation of the type of material being collected must be displayed on the truck.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Missouri Solid Waste Law and local City and County regulations.

Pickup shall occur twice weekly at all City facilities. Set days will be determined with the provider.

IN ADDITION, four roll-off dumpsters are retained behind the locked gate at Public Works (1021 S. Madison) for use by Public Works and Parks departments. These on-call roll off dumpsters are used for overflow trash, construction debris, and other materials as needed.. Two dumpsters will be used by the Parks & Recreation Department for parks trash and debris. At least one of the Parks' dumpsters will be emptied - on average - once a week during the spring, summer and fall seasons. A 40-yard dumpster will be used by Public Works for debris/trash and will be emptied usually once a month. The fourth dumpster will be a 20-yard dumpster used for the street sweeper program and is dumped less frequently. A key to the locked gate will be given to the awarded contractor.

Contractor will need to outline the process and notification required for removal/replacement of those additional roll-off dumpsters. Although billing will be done through a single point-of-contact, the contractor will need to include a separate bill or line item on monthly billing for these individual roll-off dumpsters.

Major goals of the City of Raymore are to decrease tonnage sent to the landfills or transfer stations, to increase recycling and to constrain the increase in costs of all collections. The City is interested in placing a recycling container adjacent to the 4-yard dumpster in the enclosure at City Hall. Collection of single-stream commingled recyclables is preferred. The City requests that wheeled interior containers for the facilities be provided by the contractor to encourage employee recycling.

Other Requirements:

Collection Vehicles – Contractor is to furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.

Holiday Schedule – The Contractor shall provide to the City of Raymore a list of the Contractor's recognized holidays. No collections shall be required on those recognized holidays. Each pick-up day of the holiday week after the holiday will be serviced one day late.

Laws – The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in the City of Raymore Code of Ordinances. The Contractor shall at all times comply with all ordinances and regulations of Cass County, and any rules and regulations issued by the State of Missouri.

Volume Report – Prior to the fifteenth of the following month, the Contractor shall complete a trash/recycling waste monthly volume report. No payment shall be sent to the Contractor where the City pays the bill unless a volume report is current and submitted.

3. ADDITIONAL INFORMATION

3.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 21-006

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of December 2021. This contract is for services provided in a one year period beginning January 1, 2022 and ending December 31, 2022. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. *Insurance*

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

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

in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

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

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

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.

The 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 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 Bidder 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 Bidder 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*

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

N. *No Escalation of Fees*

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

O. *Permits/Certificates*

The successful 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.

P. *Bid Bond*

A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in the amount of \$500.00 must accompany each proposal. Prior 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.

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. 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 records as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

S. Affidavit of Work Authorization and Documentation

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.

PROPOSAL FORM A
RFP 21-006

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: American Waste Systems Inc.

ADDRESS: 11610 Grandview Rd
Street

ADDRESS: Kansas City MO 64137
City State Zip

PHONE: 816 966 1161

E-MAIL: m.ke@americancompanieskc.com

DATE: 10-28-2021 Michael Reynolds Controller
(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 21-006

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for 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 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 interests 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 21-006

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year 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, not including the City of Raymore.

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 Freeman
ADDRESS	105 E Main St Freeman MO 64746
CONTACT PERSON	Theresa Greer
CONTACT EMAIL	Freeman@MOKANCOMM.net
TELEPHONE NUMBER	816-250-2902
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	City of Peculiar Police Dept
ADDRESS	250 S Main St Peculiar MO 64078
CONTACT PERSON	
CONTACT EMAIL	myountneal@cityofPeculiar.com
TELEPHONE NUMBER	816-779-5212
PROJECT, AMOUNT AND DATE COMPLETED	Monthly trash service

COMPANY NAME	Egdewood HOA
ADDRESS	504 NW Timber Ridge Trail Lees Summit MO 64081
CONTACT PERSON	Linda Elsen
CONTACT EMAIL	Weidnli@yahoo.com
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	Weekly trash service

COMPANY NAME	Waste Management
ADDRESS	6737 W Washington St Milwaukee WI 53214
CONTACT PERSON	Cindy Ennis
CONTACT EMAIL	Utilities@Brookdale.com
TELEPHONE NUMBER	816-331-3111
PROJECT, AMOUNT AND DATE COMPLETED	Foxwood weekly trash and recycling service

COMPANY NAME	GFL
ADDRESS	PO Box 10
CONTACT PERSON	
CONTACT EMAIL	loyce.stewart@gflenv.com
TELEPHONE NUMBER	855-263-0955
PROJECT, AMOUNT AND DATE COMPLETED	Week trash and recycling

State the number of Years in Business: 37

State the current number of personnel on staff: 44

PROPOSAL FORM D

RFP 21-006

Proposal of American Waste Systems Inc., organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as _____ (*)

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. 21-006 – City Facility Trash and Recycling Services.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 21-006

CITY FACILITY TRASH AND RECYCLING SERVICES

1. Monthly fee for trash/recycling services:

Item No.	Description	Unit	Costs 2022 2021	Costs 2023 2019	Costs 2024 2020
1	DUMPSTER SERVICE and RECYCLING - TWICE WEEKLY PICKUP				
	1. City Hall	Monthly	125. ⁰⁰	137.50	151.25
	2. Public Works	Monthly	110. ⁰⁰	121.00	133.10
	3. Raymore Activity Center	Monthly	80. ⁰⁰	89. ⁰⁰	96.80
	4. Centerview	Monthly	80. ⁰⁰	89. ⁰⁰	96.80
	5. Animal Control	Monthly	69. ⁰⁰	73.70	81.07
2	Charge for extra lift - any building	Each Call	Above / 4		
3	20-yard on-call dumpster	Each Call	350 + 4% / ton		
4	30-yard on-call dumpster	Each Call	350 + 4% / ton		
5	40-yard on-call dumpster	Each Call	350 + 4% / ton		

TOTAL COST ANNUAL TRASH/RECYCLING FOR ALL BUILDINGS:

2022	2023	2024
462. ⁰⁰ Plus Dumpster cost	508. ²⁰ Plus Dumpster cost	559. ⁰² Plus Dumpster cost

2. Other additional Fees:

Any additional fees to be charged: \$ None

Describe additional charges: _____

3. Recyclables Listing

Please indicate below those recyclable items for which your firm would provide collection (please provide a check mark in the circle next to items you would pick up):

Containers:

- Glass bottles and jars – (clear, brown, green) does not include window glass, dinnerware or ceramics
- Aluminum and metal food cans
- Aluminum trays and foil
- Aseptic packaging and gable top containers (milk and juice cartons)
- Steel cans and tins

Plastics:

- PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- HDPE detergent and fabric softener containers (#2 colored plastic resin)
- PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
- LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings)
- PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
- #7 plastic resin grocery – narrow neck containers only

Paper:

- Newspaper, including inserts (remove plastic sleeve)
- Magazines, catalogues and telephone books
- Kraft (brown paper) bags
- Office, computer, notebook and gift wrap paper
- Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- Carrier stock (soda and beer can carrying cases)
- Junk mail and envelopes
- Paper back books (does not include hard cover books)
- Cardboard (no waxed cardboard)
- Telephone Books

BID OF: American Waste Systems Inc
(Firm Name)

DATE: 10-28-2021

SIGNATURE: 

LATE BIDS CANNOT BE ACCEPTED!

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, NOVEMBER 1, 2021, AT 7:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, III, HOLMAN, TOWNSEND, AND WILLS-SCHERZER. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MIKE EKEY, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Rules and Procedure - Selection of a New Councilmember - Vacant Seat

City Manager Jim Feuerborn reviewed the process to fill a vacant Council seat. Discussion ensued regarding interview questions and format.

B. City Council Participation in Meetings Via Videoconference

City Attorney Jonathan Zerr reviewed the statutes that permit meeting participation via videoconferencing. Discussion ensued regarding the positives and negatives associated with videoconferencing. Consensus was to continue in the same manner in which it is handled currently.

C. Filing for Municipal Candidacy

City Manager Jim Feuerborn provided information to the Council from discussions with the County Clerk and the Missouri Municipal League regarding filing dates for the April 5, 2022 municipal election. Council consensus was to not change the dates of candidate filing.

D. Other

The work session of the Raymore City Council adjourned at 7:38 p.m.

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, AUGUST 24, 2021, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Casas, Clark, Cooper, and Manson. Members Bartow, Collier, Scott, and Supple are absent.

STAFF PRESENT: Director Musteen, Park Superintendent Rulo, 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

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 July 27, 2021

Motion: Member Manson moved to accept the Park Board minutes of July 27, 2021. Member Clark seconded the motion.

Discussion:

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	4 Absent	Member Clark	Aye
	0 Abstain	Member Collier	Absent
		Member Cooper	Aye
		Member Manson	Aye
		Member Scott	Absent
		Member Supple	Absent
		Member Trautman	Aye

6. Staff Reports

- Parks Superintendent Rulo highlighted his written report.
- Director Musteen highlighted his written report.

7. Unfinished Business - None

8. New Business

A. Madison Valley Phase 2 - Parkland Dedication Action Item

Staff submitted the Preliminary Plat of Phase II of Madison Valley for Park Board Review. Staff recommended a cash fee in lieu for Board approval instead of park land given the proximity to Hawk Ridge Park. The final amount has not been

established, Staff will report back to the Board once the final plat has been filed by the developer.

Motion: Member Manson motioned to accept a cash fee in lieu of land for the Madison Valley Phase II Project.
Member Casas seconded the motion.

Discussion:

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	4 Absent	Member Clark	Aye
		Member Collier	Absent
		Member Cooper	Aye
		Member Manson	Aye
		Member Scott	Absent
		Member Supple	Absent
		Member Trautman	Aye

9. Public Comments

10. Board Member Comment

11. Adjournment

Motion: Member Manson moved to adjourn the regular meeting.
Member Casas seconded the motion.

Discussion: None

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	4 Absent	Member Clark	Aye
		Member Collier	Absent
		Member Cooper	Aye
		Member Manson	Aye
		Member Supple	Absent
		Member Scott	Absent
		Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 7:19 pm.

Respectfully submitted,
Greta Naab
Office Assistant