

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, November 22, 2021

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
 - A. Public Works (pg 7)
 - B. Parks and Recreation (pg 9)
- 7. Committee Reports.**
- 8. Consent Agenda.**

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

- A. City Council Minutes, November 8, 2021 (pg 15)
- B. 2021 Sidewalk Project - Acceptance and Final Payment

Reference: - Resolution 21-41 (pg 21)

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

9. Unfinished Business. Second Reading.

A. Budget Amendment - Hawk Ridge Park Design Services

Reference: - Agenda Item Information Sheet (pg 25)
- Bill 3666 (pg 27)

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

- City Council, 11/08/2021: Approved 8-0
- 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 55)
- Bill 3668 (pg 57)
- Contract (pg 59)

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.

- City Council, 11/08/2021: Approved 8-0

10. New Business. First Reading.

A. LeMor Estates Lots 7 & 10 Rezoning (Public Hearing)

Reference: - Agenda Item Information Sheet (pg 85)
- Bill 3669 (pg 87)
- Staff Report (pg 89)

Keith Wehmeir, representing Harper Building LLC, is requesting to reclassify the zoning of LeMor Estates Lots 7 and 10 from R-1P "Single-Family Residential Planned District" to R-2P "Single and Two-Family Residential Planned District."

- Planning and Zoning Commission, 11/16/2021: Approved 9-0

B. 34th Amendment to the Unified Development Code (Public Hearing)

Reference: - Agenda Item Information Sheet (pg 97)
- Bill 3670 (pg 99)
- Staff Report (pg 106)

The 34th Amendment to the Unified Development Code proposes to incorporate changes discussed by the Planning & Zoning Commission as part of the annual review of the UDC.

- Planning and Zoning Commission, 11/16/2021: Approved 9-0

C. Watermark Rezoning - Correction of Legal Description

Reference: - Agenda Item Information Sheet (pg 111)
- Bill 3671 (pg 113)
- Rezoning Map (pg 116)

Bill 3643 approved the reclassification of zoning of property for the proposed Watermark Apartment Community. The legal description of the property was not inclusive of all of the land proposed to be rezoned. Bill 3671 incorporates the correct legal description for the rezoning.

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, 11/15/21 (pg 119)
 - Planning and Zoning Commission minutes, 10/19/21 (pg 121)
-

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports



PUBLIC WORKS MONTHLY REPORT

November 2021

ENGINEERING DIVISION

Projects Under Construction

Centerview Phase II
FY 2021 Curb Replacement Project
Silverlake Drainage Improvements
Johnston Drive Sanitary Sewer Replacement
FY2021 Street Preservation

Projects Under Design

2020 Inflow and Infiltration correction project
Ward Road Reconstruction
FY 2022 Street Preservation
FY 2022 Curb Replacement

Development Under Construction

- Lofts at Foxridge
- Eastbrook at Creekmoor
- Venue of the Good Ranch
- Oakridge Farms

Developments Under Review

- Prairie at Carroll Farms
- Edgewater 3rd
- Sendara
- Knoll Estates 2nd

OPERATIONS & MAINTENANCE DIVISION

- 74 City Hall Work Orders
- 25 Driveway Inspections
- 15 Final ROW Inspections
- 436 Locates
- 20 Potholes Patched
- 165 Service Requests
- 20 Sewer Inspection
- 20 Sidewalk Inspection
- 20 Water Taps
- 4 Recycling Carts picked up
- All Fire Extinguishers replaced at PW
- Prepared street sweeper for service
- Investigated street and potholes issues
- Prepared sign placement for Sunset Ln

- Repaired and upgraded valve and street at Samantha St & Franklin St (7 Tons Asphalt)
- Hydrant Flushings
- Checking all meter lids and replacing as needed to prevent frozen meters this winter
- 3 Fleet Maintenance
- Assisted Engineering with an investigation on curb tearout and sinkhole between 723 & 721 Cupid Ct
- Snowplow Maintained and preparing for winter
- Mowed 58 HWY and PW
- Repaired street light
- 1 Mud jacking
- Leadership training seminar (Steve, Mike, Justin P. & Zach)
- 98 Water turn offs
- 90 Water turn ons
- Owen Good Lift Station main pit inspection
- 2 CDL training
- Sewer televising
- HHW event 10-30-21

MONTHLY REPORT

November 2021

Mayor's Tree Lighting Event



**MAYOR'S
TREE LIGHTING**
& Raymore Christmas Tree Trail

6 p.m., Friday, Dec. 3
T.B. Hanna Station
214 S. Washington St.

Free ice skating
Santa
Refreshments
Christmas Tree Trail

Find out how to display your own tree on the Raymore Christmas Tree Trail at raymore.com/parks

Sponsored by Community Bank of Raymore
& Raymore Peculiar Sunrise Optimist Club

Schedule of Events

Welcome & Mayor Coat Drive
announcements
Festival in the Park presentation
Tree Lighting
Santa arrives with South Metro and
Dancing Plus

Festivities Include:

- Hot chocolate and refreshments
- Ice skating
- Pictures with Santa.

Event Partners

Life 88.5 - Giveaways
Fellowship of Raymore - Refreshments
Fearless Dance Studio - Warming station
with baked goods available
located at their studio.

Event Sponsors

Community Bank of Raymore
Raymore Peculiar Sunrise Optimist Club




2021 Raymore Christmas Tree Trail

Last chance to participate in the sixth annual Raymore Christmas Tree Trail at T.B. Hanna Station! Let's transform our park into a winter wonderland with trees decorated by some of our community's favorite businesses and organizations. Individuals are invited to submit trees too!

All you need is a tree, some lights and a little creativity. We will provide electricity at the park. We will officially light all of the trees on Friday, Dec. 3 at 6 p.m. at the Mayor's Tree Lighting ceremony.

The submission deadline is Wednesday, Nov. 24, 5 p.m. For more information, email Recreation Coordinator Corinne Daut at cdaut@raymore.com or call 816-322-2791. Space is limited. Don't hesitate to register! More information at www.raymore.com/parks or on our Facebook page.



HOLIDAY MOVIE NIGHT
The Polar Express

7 p.m., Saturday, Dec. 11
Raymore Activity Center
1011 S. Madison St.

Free viewing!
Bring blankets or chairs.

RAYMORE
parks & recreation

See www.raymore.com/parks for updates.



IT'S TROUT SEASON! 🐟

November 9th, the [Missouri Dept. of Conservation](#) stocked just over 900 trout at Johnston Lake at Hawk Ridge Park, 701 Johnston Pkwy.

Missouri fishing license and trout stamp required to fish.

WE ARE HIRING! Flexible hours, fun atmosphere, great part-time job for anyone 16 years or older.

- Concessions Attendants
- Site Supervisors
- Ice Rink Attendants
- Ice Skating Instructors

We are always looking for Program instructors - got a special skill, talent or desire to teach? Call the Parks and Recreation office for more information on how to offer your program to everyone.





Centerview

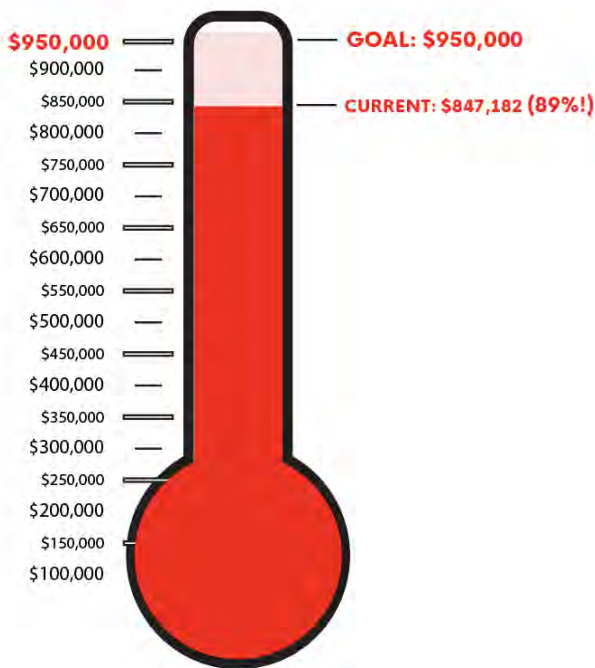
- 2 HOA Meetings
- Theatre Programs-8
- Tri-County Art League
- Leadership Meeting-4
- Blood Drive
- High School Football Spaghetti Dinner
- Holiday Party
- Open and Club Bridge-4
- Veterans Celebration
- Garden Club Meeting
- Farewell Reception for Chamber Member
- Cozy Cocoa Painting Class
- Medicare Workshop
- Arabian Horse Association Meeting
- SUMmit Home Business Meeting
- Cass County CPR Training
- Quinceanera

The Raymore Activity Center

- Open Play Futsal
- Martial Arts
- Kindergarten Basketball
- Ray-Pec Prowler Dance Team
- Club Futsal Practice
- Club Volleyball Practices
- Birthday Party
- Raymore Holiday Craft Fair (41 Vendors)

Hawk's Nest All-Inclusive Playground

Our vision is simple – to create a space where everyone can experience the happiness of playing with friends.



The Land and Water Conservation Fund (LWCF) is federally funded through the U.S. Department of the Interior, National Park Service and administered locally through the Missouri State Parks Division. In September, the MO State Parks Grant coordinators notified the 2020 LWCF applicants that projects have been approved. The LWCF grant award for Hawk's Nest All Inclusive Playground is \$250,000.00.

Tentative Timeline on the Hawks Nest

November/December	Bidding Process
January/February	Contract approval
March - June	Construction
June	Ribbon Cutting

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, NOVEMBER 8, 2021 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, 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 Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Erica Hill called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.**
- 4. Presentation/Awards.**
- 5. Personal Appearances.**

Catherine Smedley, 128 N. Crest Drive, discussed excessive noise at the storage facility behind her residence, leading to sleep deprivation and health issues.

6. Staff Reports.

Development Services Director Jim Cadoret reviewed the staff report included in the Council packet and announced upcoming items to be heard by the Planning and Zoning Commission and the Board of Adjustment. He answered questions from Council.

Chief of Police Jan Zimmerman recognized Lt. Abdelgawad, Officer McGovern, and Officer Cochran, who received a bronze award for the Awards for Valor for their successful assistance during a mental health crisis. She provided an update on the progress of the license plate reader and installation of the pole cameras. She answered questions from Council.

City Manager Jim Feuerborn announced items for the November 15 work session.

7. Committee Reports.

8. Consent Agenda.

A. City Council minutes, October 25, 2021

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

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye

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

9. Unfinished Business.

A. 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 second reading of Bill 3657 by title only.

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

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3657 as **Raymore City Ordinance 2021-066.**

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 second reading of Bill 3663 by title only.

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

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3663 as **Raymore City Ordinance 2021-067.**

C. 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 second reading of Bill 3664 by title only.

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

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3664 as **Raymore City Ordinance 2021-068.**

D. New Ward Boundaries

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

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

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

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3665 as **Raymore City Ordinance 2021-069**.

10. New Business.

A. Budget Amendment - Hawk Ridge Park Design Services

BILL 3666: "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."

City Clerk Erica Hill conducted the first reading of Bill 3666 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. 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.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3666 by title only.

DISCUSSION: None

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

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

BILL 3668: "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."

City Clerk Erica Hill conducted the first reading of Bill 3668 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. 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 and Recreation and Public Works departments for larger projects and needs.

Gale Holsman, 11610 Grandview Road, Kansas City, MO, introduced himself to Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3668 by title only.

DISCUSSION: None

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

11. Public Comment.

Catherine Smedley added to her previous comments regarding excessive noise at the storage facility located behind her residence.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers congratulated Officers on the Bronze award, thanked the Parks and Recreation department for their efforts, thanked Chief Zimmerman for the update on the license plate reader, noted the increase of development activity, and reminded the public of the Veterans Day program on Wednesday, November 10.

MOTION: By Councilmember Townsend, second by Councilmember Holman to adjourn to Executive Session to discuss litigation matters as authorized by §610.021 (1) and personnel matters as authorized by §610.021 (3).

ROLL CALL VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
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 City Council adjourned to Executive Session at 7:48 p.m.

13. Adjournment.

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

DISCUSSION: None

VOTE:

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

The regular meeting of the Raymore Council adjourned at 8:17 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 21-41

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2021 SIDEWALK PROJECT."

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

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

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

Section 1. The 2021 Sidewalk Project is accepted.

Section 2. The final payment in the amount of \$8,971.35 is approved.

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

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

DULY READ AND PASSED THIS 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

Unfinished 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)						12	12
3.1.5	Specifications				4	4		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:

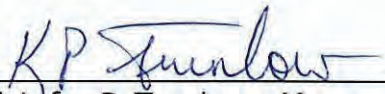
Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

ATTEST:

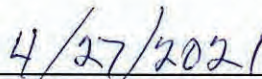


Erica Hill, City Clerk

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

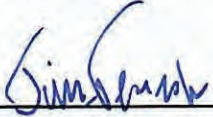
The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant as to prospective performance of the goods, but has relied upon its own inspection and investigation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

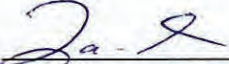
THE CITY OF RAYMORE, MISSOURI

By: 
Jim Feuerborn, City Manager

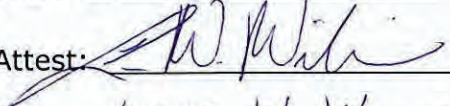
Attest: 
Erica Hill, City Clerk

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
		0	0	0	0	0	
	Sub-Total Man-Hours	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Hourly Rates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,500.00
	Sub-Total Collection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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
		0	36	52	54	80	222
	Sub-Total Man-Hours	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Hourly Rates	\$0.00	\$6,660.00	\$7,904.00	\$7,236.00	\$7,920.00	\$29,720.00
	Sub-Total Collection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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
		0	8	8	0	8	24
	Sub-Total Man-Hours	\$233.00	\$185.00	\$152.00	\$134.00	\$99.00	
	Hourly Rates	\$0.00	\$1,480.00	\$1,216.00	\$0.00	\$792.00	\$3,488.00
	Sub-Total Collection Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
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.					4	4
	Create title sheet, typical sections, plan and profiles, limited details, and drainage area map.					24	24
	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 Man-Hours	Engineer	Senior Technician	Total
	Task						
	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		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	2
	Prepare final plans for pavement marking, signing, and traffic control				4	12	24
	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.					12	12
	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
 City of Raymore, Missouri
 Cass County



Sunset Lane Fee Proposal		Principal	Project Manager	Senior Engineer	Engineer	Senior Technician	Total
Task		Man-Hours					
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



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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



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Kansas City, Missouri 64131
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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 2021 2022	Costs 2019 2023	Costs 2020 2024
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	88.00	96.80
	4. Centerview	Monthly	80.00	89.00	96.80
	5. Animal Control	Monthly	67.00	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% fuel		
4	30-yard on-call dumpster	Each Call	350 + 4% fuel		
5	40-yard on-call dumpster	Each Call	350 + 4% fuel		

TOTAL COST ANNUAL TRASH/RECYCLING FOR ALL BUILDINGS:

2022	2023	2024
10462.00 Plus Dumpster cost	15082.20 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!

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Nov. 22, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3669: LeMor Estates Lots 7 & 10 Rezoning

STRATEGIC PLAN GOAL/STRATEGY

Goal 3.2.4: Provide quality, diverse housing options

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Nov. 16, 2021
Action/Vote: Approval 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Keith Wehmeir, representing Harper Building LLC, is requesting to reclassify the zoning of LeMor Estates Lot 7 and Lot 10, located at the intersection of Old Paint Road and Kreisel Drive, from R-1P "Single-Family Residential Planned District" to R-2P "Single and Two-Family Residential Planned District." The two lots were originally zoned R-2P when the subdivision was planned. In 2007 the lots were rezoned to R-1P.

The rezoning to the R-2P district will allow for a two-family structure that is compatible with the adjacent two-family structures.

BILL 3669

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R-1P" SINGLE-FAMILY RESIDENTIAL PLANNED DISTRICT TO "R-2P" SINGLE AND TWO-FAMILY RESIDENTIAL PLANNED DISTRICT, LEMOR ESTATES LOT 7 AND LOT 10."

WHEREAS, after a public hearing was held on November 16, 2021, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

WHEREAS, the City Council held a public hearing on November 22, 2021, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

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

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

Lot 7 and Lot 10 of LeMor Estates Lots 1-39 and Tracts "A" - "C".

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 22ND DAY OF NOVEMBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF DECEMBER, 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: November 22, 2021
Re: **Case #21039 LeMor Estates - Lots 7 and 10 Rezoning**

GENERAL INFORMATION

Applicant: Keith Wehmeir
Harper Building LLC.
PO Box 375
Greenwood, MO 64034

Requested Action: Request to Rezone lots 7 and 10 from R-1P to R-2P

Property Location: Generally located north of W Lucy Webb Rd, east of Old Paint Rd.



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



- North: R-1P (Single Family Residential Planned District)
- East: R-2P (Single and Two-Family Residential Planned District)
- South: R-2P (Single and Two-Family Residential Planned District)
- West: R-3B (Apartment Community Residential District)

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

Major Street Plan: The Major Thoroughfare Plan Map classifies W Lucy Webb Road as a Major Collector while Old Paint Rd and Kreisel Dr. are classified as local roads.

Advertisement: October 26, 2021 **Journal** newspaper
November 4, 2021 **Journal** newspaper

Public Hearing: November 16, 2021 Planning Commission meeting
November 22, 2021 City Council meeting

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owners**
Exhibit 2. Notice of Publication in Newspaper

Exhibit 3. Unified Development Code

Exhibit 4. Application

Exhibit 5. Growth Management Plan

Exhibit 6. Staff Report

Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to rezone LeMor Estates Lots 7 and 10 from “R-1P” Single Family Residential Planned District to “R-2P” Single and Two-Family Residential Planned District.

REZONING REQUIREMENTS

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

Section 470.020 (A) Authority:

“City Council may, by ordinance, amend, supplement, change, modify or repeal the Unified Development Code and the zoning district boundaries.

Section 470.020 (B) states:

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

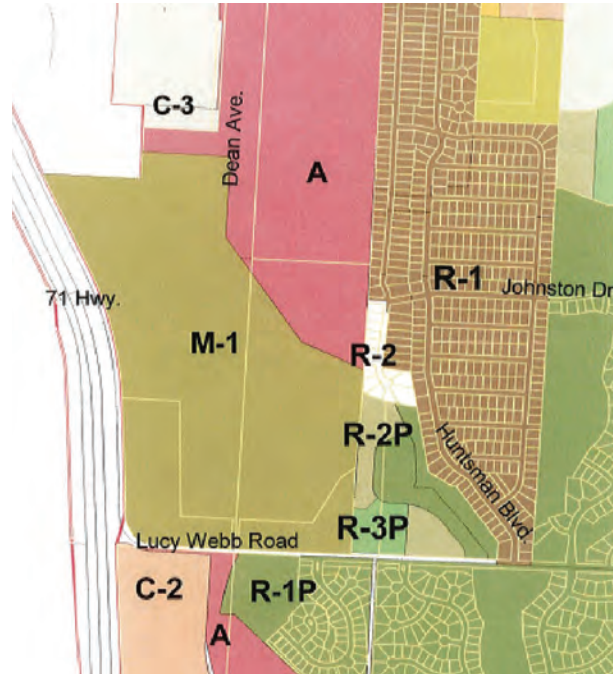
Section 470.020 (F) requires that a public hearing be held by the Planning and Zoning Commission and the City Council. The Planning and Zoning Commission will submit a recommendation to the City Council upon conclusion of the public hearing.

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

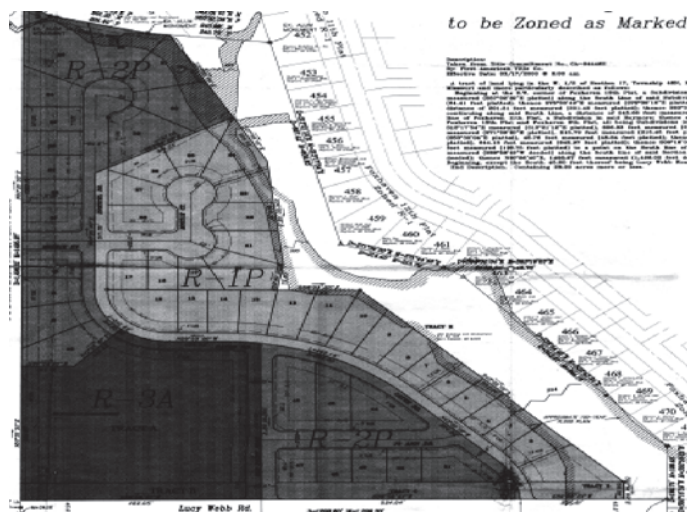
PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. Land containing the LeMor Estates Subdivision was rezoned from “A” Agricultural District to “R-1P” Single Family Planned Residential District, “R-2P” Two-Family Planned Residential District, and “R-3A” Multi-Family Residential District, in August and September of 1999. At the time of the rezoning, the land area to the west (now known as the Timber Trails Subdivision) was zoned “M-1” Light Industrial District. The R-1P zoning designation for the Timber Trails Subdivision was established in February of 2004.

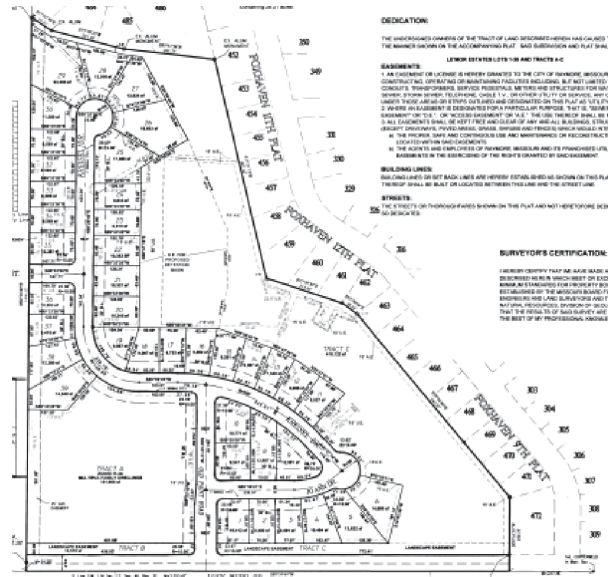
The rezoning of land in LeMor Estates established the R-2P and R-3A zoning district as a land use buffer adjacent to the industrial zoned land to the west. The R-1P land was established on the land along the west side of the creek. The 1999 rezoning is illustrated below:



2. In April of 2001, the zoning boundary line of the R-1P and R-2P district for the land was adjusted as illustrated below:



3. On October 22, 2004 the final plat for LeMor Estates subdivision was recorded.



4. On July 9, 2007, Lots 7, 10, and 25 were rezoned from R-2P to R-1P, and adjustments were made to the applicable development standards for all lots in the subdivision as follows:

“R-1P” Single-Family Planned	
Lot Area Minimum	7,545 sqft
Lot Width	60ft
Lot Depth	100ft
Front Yard	30ft
<u>REAR YARD</u>	<u>18 FT</u>
Side Yard Interior	10% of lot width 10' maximum
Side Yard Exterior	30ft
Building Coverage	30%
Waiver from 410.290 Lot Design	

“R-2P” Single and Two-Family Planned	
Lot Area Minimum (per lot)	9,547 sqft
Lot Width	70ft
Lot Depth	100ft
Front Yard	30ft
<u>REAR YARD</u>	<u>18 FT</u>
Side Yard Interior	10% of lot width 10' maximum
Side Yard Exterior	30ft
Building Coverage	30%

5. On May 13th, 2013 the City Council voted to deny the rezoning application which would have rezoned Lots 21-25 from R-1P to R-2P. Single family homes are now being constructed on the lots.

STAFF COMMENTS

1. The property has been zoned "R-1P" Single-Family Residential Planned District since July 8th, 2007. At that time the then owner indicated they could not fit a two-family structure on the lot and requested the rezoning to allow a single-family home.
2. Lots 7 and 10 are both currently owned by Keith Wehmeir (Harper Building LLC.). Mr. Wehmeir does have a building plan for a two-family structure that will fit upon both Lot 7 and Lot 10 while respecting the required building setbacks.
3. When LeMor Estates was first planned and approved Lots 7 and 10 were zoned R-2 to allow for two-family structures.
4. There are two-family structures on the adjacent lots 8 and 9. Two-family structures also exist on the five lots to the south of Lots 7 & 10.

ENGINEERING DIVISION RECOMMENDATION

Not applicable to this application.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under 470.020 (G) (1) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

1. **the character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property;**

The character of the surrounding neighborhood is a mixture of single-family residential, single and two-family residential and apartment style living.

2. **the physical character of the area in which the property is located;**

The physical character of the area in which the property is located is primarily residential. To the east is two-family residential as well as to the south, to the West is apartments and finally to the North is Single family residential. Lots 7 and 10 are relatively flat in nature.

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

The Growth Management Plan identifies this property as appropriate for medium density residential development, defined as two family residential.

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

Lots 7 and 10 are suitable for development for both single-family and two-family dwelling units.

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

In 1999 this area was zoned "A" Agriculture and rezoned to "R-1P" Single Family Planned Residential District, "R-2P" Two-Family Planned Residential District and "R-3A" Multi-Family Residential District. In April of 2001 the zoning boundary line of the R-1P and R-2P district for the land was adjusted which had R-1P north of Kreisel Dr and R-2P south of Kreisel Dr. Lots 7 and 10 were rezoned to R-1P on July 9th, 2007.

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

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

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

Adequate public infrastructure is available to serve the site as lots 7 and 10 are infill lots of the existing subdivision for LeMor Estates. There is existing water and sanitary sewer infrastructure to serve the property. The adjacent road network can adequately serve the site.

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

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

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

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

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

The proposed zoning map amendment is in the public interest as it would allow for development that is consistent with existing surrounding development.

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

There will not be gain to the public health, safety and welfare of the community as a result of the denial of the application. Denial would not keep the character of the neighborhood as all properties surrounding these lots are two family or apartments except to the north where single family does exist.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	November 16, 2021	November 22, 2021	December 13, 2021

STAFF RECOMMENDATION

City staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #21039, rezoning of lots 7 and 10 from "R-1P" Single Family Residential Planned District to "R-2P" Single and Two-Family Residential Planned District, to City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its November 16, 2021 meeting, voted 9-0 to accept the staff proposed findings of fact and forward case #21039, rezoning of lots 7 and 10 from "R-1P" Single Family Residential Planned District to "R-2P" Single and Two-Family Residential Planned District, to City Council with a recommendation of approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Nov. 22, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3670: 34th Amendment to the Unified Development Code

STRATEGIC PLAN GOAL/STRATEGY

2.1.4: Review and expand strategies that promote and enforce code requirements.

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Nov. 16, 2021
Action/Vote: Approval 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In September the Planning & Zoning Commission completed the annual review of the Unified Development Code and directed staff to prepare the 34th amendment to the UDC, incorporating the code changes as recommended by staff.

Four sections of the UDC are proposed to be amended in order to provide clarity in the code language and to provide consistency of language within the UDC. The amendment also provides a simplified process for the review of minor subdivision plats.

BILL 3670

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE UNIFIED DEVELOPMENT CODE"

WHEREAS, the City Council of the City of Raymore, Missouri adopted the Unified Development Code as Ordinance 28117 on December 8, 2008; and

WHEREAS, the Planning and Zoning Commission held a public hearing on the proposed 34th Amendment to the Unified Development Code on October 19, 2021, and is forwarding the amendment to the Council with a recommendation of approval; and

WHEREAS, the Council held a public hearing on the proposed 34th Amendment to the Unified Development Code on November 22, 2021, and accepted the recommendation of the Planning and Zoning Commission.

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

Section 1. Section 460.080A1 of the Unified Development Code is hereby amended as follows:

CHAPTER 460: Flood Protection

Section 460.080 Specific Standards

A. In all areas identified as numbered and unnumbered A zones and AE zones, where base flood elevation data have been provided as set forth in Section 460.070, the following provisions are required:

1. Residential Construction

- a.** New construction or substantial improvement of any residential structure, including manufactured homes, must have the lowest floor, including basement, elevated to or one foot above base flood level. ~~and no platted lots may encroach in the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas.~~
- b.** This subsection does not apply to any land development activity for which a preliminary plat or other phased development has been previously approved as of February 28, 2005

or to any land development activity which has been submitted for preliminary plat approval as of February 28, 2005.

- C.** No platted lots may encroach in the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas.

Section 2. Section 435.050 is repealed in its entirety and re-enacted as follows:

CHAPTER 435: Signs

Section 435.050 Sign Types Permitted (*Amendment 2 – Ordinance 29073 7.27.09*) (*Amendment 9 – Ordinance 2011-22 4.11.11*)

Signs are permitted in each zoning district as follows:

Zoning District	Sign Type		Max Number Permitted	Maximum Size (sq ft)	Maximum Height	Illumination Permitted	Additional Requirements
A	Monument		1 per street frontage	64	12	direct or indirect	Signs with a commercial message are only permitted upon property that has approval for a public, civic or commercial use or as permitted in Section 435.070A2. See Sections 435.060 A,B,C, &D; 435.070
	Wall		3 per establishment	10% of façade area	n/a	direct or indirect	
	Temporary Event	Noncommercial Message	1 per street frontage for each event, issue, candidate or belief	64	12	not permitted	
		Commercial Message	1 per street frontage				
RE, RR, R-3, R-3A, R-3B, PUD and PR	Monument		1 per street frontage	32	6	direct or indirect	Signs with a commercial message are only permitted upon property that has approval for a public, civic or commercial use or as permitted in Section 435.070A2. See Sections 435.060 A,B,C, &D; 435.070
	Wall		3 per establishment	10% of facade area	n/a	direct or indirect	
	Temporary Event	Noncommercial Message	1 per street frontage for each event, issue, candidate or belief	32	6	not permitted	
		Commercial Message	1 per street frontage				

Zoning District	Sign Type		Max Number Permitted	Maximum Size (sq ft)	Maximum Height	Illumination Permitted	Additional Requirements
R-1A, R-1, R-1.5, and R-2	Monument		1 per street frontage	32	6	direct or indirect	Signs with a commercial message are only permitted upon property that has approval for a public, civic or commercial use or as permitted in Section 435.070A2. See Sections 435.060 A,B,C, &D; 435.070
	Wall		3 per establishment	10% of façade area	n/a	direct or indirect	
	Temporary Event	Noncommercial Message	1 per street frontage for each event, issue, candidate or belief	16	6	not permitted	
		Commercial Message	1 per street frontage				
PO & C-1	Monument		1 per street frontage	32	6	direct or indirect	See Section 435.060D
	Wall		3 per establishment plus one under canopy	10% of facade area	n/a	direct or indirect	See Section 435.060 A,B,C
	Temporary Event	Noncommercial Message	1 per establishment per street frontage for each event, issue candidate or belief	32	6	not permitted	See Section 435.070
		Commercial Message	1 per establishment per street frontage				

Zoning District	Sign Type		Max Number Permitted	Maximum Size (sq ft)	Maximum Height	Illumination Permitted	Additional Requirements
C-2, C-3, BP, M-1 and M-2	Monument Sign	Individual building with 1 tenant	1 per street frontage	32	6	direct or indirect	See also Section 435.060D
		Individual building 2-4 tenants	1 per street frontage	48	6	direct or indirect	See also Section 435.060D
		Shopping center under 100,000 square feet	1 per street frontage	80	15	direct or indirect	See also Section 435.060D
		Shopping center 100,000 square feet or more	1 per street frontage	300	30	direct or indirect	See also Section 435.060D
	Monument or Ground	Billboard on lot under 2 ac	1 per street frontage	32	6	direct or indirect	See also Section 435.060D & E
		Billboard on lot 2-5 ac	1 per street frontage	48	6	direct or indirect	See also Section 435.060D & E
		Billboard on lot greater than 5 ac	1 per street frontage	80	15	direct or indirect	See also Section 435.060D & E
	Wall		3 per establishment plus 1 under canopy	10% of facade area	n/a	direct or indirect	See also Section 435.060A, B, C
	Temporary Event	Noncommercial Message	1 per establishment per street frontage for each event, issue, candidate or belief	32	6	not permitted	See Section 435.070
		Commercial Message	1 per establishment per street frontage				

Section 3. Section 470.100 is is repealed in its entirety and re-enacted as follows:

Section 470.100 Minor Subdivisions

A. Applicability

A subdivision may qualify as a “minor subdivision” if:

1. the proposed plat of subdivision or resubdivision will create no more than five lots, tracts or parcels of land; ~~or~~
2. no public street or easement of access is sought to be dedicated, or is projected, through (as opposed to adjacent to) the lot, tract or parcel proposed to be subdivided or re-subdivided; and
3. the proposed plat of subdivision is in compliance with all requirements of the Unified Development Code.

B. Applications

1. An application for a minor subdivision may be obtained from the Development Services Director. The application must be completed in its entirety in accordance with Section 470.010C and filed with the Development Services Director.
2. No preliminary plat is required for a minor subdivision.

C. Contents of the Minor Subdivision Plat

The contents of the minor subdivision plat must include all the data, information and certifications required on final plats as specified in Section 470.130.

D. Procedure

1. ~~Development Services Director Review~~ ~~Planning and Zoning Commission Recommendation~~

All proposed minor subdivision plats ~~first~~ will be submitted to the ~~Development Services Director~~ ~~Planning and Zoning Commission~~ for review. ~~and recommendation.~~ If a proposed minor subdivision complies with the applicable requirements of the Unified Development Code, then the ~~Development Services Director may approve the minor subdivision plat.~~ ~~Planning and Zoning Commission may recommend approval, approval with conditions or disapproval.~~

2. ~~City Council Action~~

~~Following review and recommendation by the Planning and Zoning Commission, the final plat will be transmitted to the City Council for final action. The City Council will either approve, approve with conditions or disapprove the minor subdivision plat. If the final plat is disapproved, the subdivider will be notified of the reasons for such disapproval.~~

E. ~~Findings of Fact~~

~~The Planning and Zoning Commission will recommend approval, and the City Council will approve the minor subdivision plat if it finds the minor subdivision plat:~~

- ~~1. complies with the Unified Development Code, RSMo Chapter 445, and all other applicable standards;~~
- ~~2. there are sufficient public safety, transportation, and utility facilities and services exist to serve the subject property, while maintaining sufficient levels of service to existing development; and~~
- ~~3. will not have a significant adverse impact on the environment.~~

FE. Recording; Effect of Approval

Upon approval of the minor subdivision plat by the **Development Services Director** City Council, the subdivider will be responsible for recording the plat with the Cass County Recorder of Deeds and returning the required copies of the plat to the Development Services Director in accordance with Section 470.130F.

Section 4. Section 470.010A is repealed in its entirety and re-enacted as follows:

Section 470.010 General Requirements

A. Summary of Procedures (Amendment 2 – Ordinance 29073 7.27.2009) (Amendment 22 - Ordinance 2015-068 - 9.14.15) (Amendment 24 - Ordinance 2017-004 2.13.17) (Amendment 28 - Ordinance 2018-066 9.10.18)

The following table provides a summary of the review and approval procedures of this chapter. In the event of conflict between this summary table and the detailed procedures contained elsewhere in this chapter, the detailed procedures govern.

	Development Services Director and Engineering Staff	Board of Adjustment	Planning & Zoning Commission	City Council	Board of Appeals
Zoning map amendments (rezoning)	R		[R]	[D]	
Text amendments	R		[R]	[D]	
Conditional uses	R		[R]	[D]	
Uses subject to special conditions	D				
Planned unit development (PUD)	R		[R]	[D]	
Zoning Variances	R	[D]			
Appeals of UDC Administrative Decisions		D			
Minor subdivision plat	R D	A	R	∅	
Preliminary subdivision plat	R		[R]	[D]	
Final subdivision plat	R		R	D	
Replat	D	A	A		
Zoning certificate	D	A			
Sign permit	D	A			
Site plan review	D or R		A or D	A	
Right-of-way Vacation	R		[R]	[D]	
Interpretations	D	A			A (Chapter 455 or 460)
Administrative adjustments	D	A			
Natural Resource Protection Variances	R				D
Flood Plain Management Variances	R				D
Inflatable Signs	R		D	A	
Easement Vacation	R			[D]	

R = Recommendation D = Decision A = Appellate authority [] Public Hearing Required

Section 5. This Ordinance shall be known as the 34th Amendment to the Unified Development Code.

Section 6. 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 7. 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 22ND DAY OF NOVEMBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF DECEMBER, 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: November 22, 2021
Re: **Case #21031: 34th Amendment to the UDC – Misc. Items**

GENERAL INFORMATION

Applicant: City of Raymore

Requested Action: 34th Amendment to the Unified Development Code – Misc. Items from Annual Review of the UDC

Advertisement: September 30, 2021 Journal Newspaper
November 4, 2021 Journal Newspaper

Public Hearing: October 19, 2021 Planning and Zoning Commission
November 22, 2021 City Council

Items of Record:

Exhibit 1.	Growth Management Plan
Exhibit 2.	Unified Development Code
Exhibit 3.	Notice of Publication
Exhibit 4.	Staff Report

TEXT AMENDMENT REQUIREMENTS

Chapter 470: Development Review Procedures outlines the applicable requirements for amending the text of the Unified Development Code.

Section 470.020 (B) states:

“...text amendments may be initiated by the City Council or the Planning and Zoning Commission”.

Section 470.020 (F) requires that a public hearing be held by the Planning and Zoning Commission and the City Council.

Section 470.020 (G) (2) states:

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

1. whether such change is consistent with the intent and purpose of the Unified Development Code and plans adopted by the City of Raymore.
2. whether the proposed text amendment corrects an error or inconsistency in the code;
3. the areas which are most likely to be directly affected by such change and in what way they will be affected;
4. whether the proposed amendment is made necessary because of changed or changing conditions in the areas and/or zoning districts affected by it; and
5. whether the proposed text amendment is in the best interests of the City as a whole.

STAFF COMMENTS

1. The 34th Amendment to the Unified Development Code (UDC) is the result of discussions held by the Planning and Zoning Commission after completing its 2021 annual review of the UDC. At its September 21, 2021 meeting the Commission discussed the results of research completed by City staff on several topics and directed staff to submit the UDC revisions proposed in the 34th amendment.
2. The 34th amendment consists of four (4) separate revisions proposed to the UDC. The amendments are listed in the proposed ordinance as follows:

Section 1: Provides consistency of code language for Flood Protection standards for residential and commercial construction.

Section 2. Clarifies in the Sign Chapter that 1 monument sign is permitted per street frontage for a property.

Section 3. Modifies the provisions regarding minor plats, allowing the Development Services Director to approve a minor plat under specific circumstances.

Section 4. Modifies the Summary of Procedures table to update the changes regarding review of minor plats.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.020 of the Unified Development Code, the Planning and Zoning Commission is directed concerning its actions in dealing with a request to amend the text of the Unified Development Code. Under 470.020 (G) (2) the Planning and Zoning Commission is directed to make findings of fact taking into consideration the following:

- 1. whether such change is consistent with the intent and purpose of the Unified Development Code and plans adopted by the City of Raymore;**

Each of the proposed amendments are consistent with the identified purpose and intent of Section 400.040 of the Unified Development Code and with the Growth Management Plan.

- 2. whether the proposed text amendment corrects an error or inconsistency in the code;**

The proposed sections of the ordinance do not correct an error or inconsistency.

- 3. the areas which are most likely to be directly affected by such change and in what way they will be affected;**

The changes would affect properties throughout the City.

- 4. whether the proposed amendment is made necessary because of changed or changing conditions in the areas and/or zoning districts affected by it; and**

The proposed amendments are generally not made necessary because of changed or changing conditions in the zoning districts. The amendments are proposed to clarify language in the code.

- 5. whether the proposed text amendment is in the best interests of the City as a whole.**

The proposed amendments are intended to better clarify language in the code which would be in the best interests of the City as a whole..

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u> Public Hearing	<u>Planning Commission</u> October 19, 2021	<u>City Council 1st</u> November 22, 2021	<u>City Council 2nd</u> December 13, 2021
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STAFF RECOMMENDATION

Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #21031, 34th amendment to the UDC, to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its November 16, 2021 meeting, voted 9-0 to accept the staff proposed findings of fact and forward Case #21031, 34th amendment to the UDC, to the City Council with a recommendation of approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Nov. 22, 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 3671: Corrected Legal Description - Watermark Rezoning

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Rezoning Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

At its Aug. 23, 2021, meeting City Council approved Bill 3643, now identified as Ordinance 2021-048, reclassifying the zoning of property for the proposed Watermark Apartment Community. The intent of Bill 3643 was to rezone 21-acres located on the east side of Dean Avenue, south of Sam's Club, from "C-3" Regional Commercial District to "R-3B" Apartment Community Residential District, to allow for the apartment community. The legal description contained in Bill 3643 only included 17.83 acres of the 21.03 acre site. Two previously platted tracts of land at the southwest corner of the site were omitted from the legal description.

All of the published zoning maps, the notice of the proposed rezoning sent to adjacent property owners, the legal notice published in The Journal newspaper, and the staff report described the proposed rezoning area as 21.03 acres.

Bill 3671 proposes to correct the legal description included in Bill 3643 to properly reflect all 21.03 acres intended to be rezoned to the R-3B zoning classification.

BILL 3671

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, CORRECTING THE LEGAL DESCRIPTION FOR THE WATERMARK APARTMENT COMMUNITY REZONING APPLICATION."

WHEREAS, Ordinance 2021-048, considered as Bill #3643, was approved by City Council on August 23, 2021; and

WHEREAS, the legal description contained in Ordinance 2021-048 was not inclusive of all of the property intended to be rezoned as part of the Watermark Apartment Community application; and

WHEREAS, the title of Ordinance 2021-048, the staff report and rezoning map included with the Ordinance, the legal notice publication, and the notice to the neighboring property owners all described the property in its entirety as was intended to be rezoned; and

WHEREAS, only the legal description included in Ordinance 2021-048 inadvertently omitted a portion of the overall property intended to be rezoned as part of the Watermark Apartment Community application.

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

Section 1. The City Council modifies the legal description contained in Ordinance 2021-048 to include all land areas intended to be rezoned from "C-3" Regional Commercial District to "R-3B" Apartment Community Residential District as part of Ordinance 2021-048, as described below:

Tract 1:

Lot 8 and Tract A, Raymore Galleria - Second Plat, a subdivision in Raymore, Cass County, Missouri.

Tract 2:

A tract of land in the Northeast Quarter of Section 18 and the Northwest Quarter of Section 17, Township 46 North, Range 32 West of the 5th Principal Meridian in the City of Raymore, Cass County, Missouri, being described as follows:

Beginning at the Northwest corner of "Raymore Galleria- Second Plat", a subdivision of land in the City of Raymore, Cass County, Missouri; thence North 03°30'54" East, along the East right-of-way line of Dean Avenue, as now established, a distance of 245.26 feet; thence North 05°06'14" East, along said East right-of-way line of Dean Avenue, a distance of 8.54 feet to the Southwest corner of Lot 6-F, "Replat of Lot 6-A, 6-B, 6-C and Tract D, of the Replat of Lot 6, Raymore Galleria - First Plat", a subdivision of land in the City of Raymore, Cass County, Missouri; thence South 87°29'23" East, along the South line of said Lot 6-F and 6-E, a distance of 426.95 feet; thence South 42°29'23" East, continuing along said South line, for a distance of 35.55 feet; thence South 73°44'18" East, continuing

along said South line, a distance of 104.59 feet; thence South 87°29'23" East, continuing along said South line, a distance of 554.77 feet; thence North 02°30'35" East, along the East line of said Lot 6-E, a distance of 50.00 feet; to the Southeast corner of said "Replat of Lot 6, Raymore Galleria - First Plat"; thence North 02°30'35" East, along the East line of said "Replat of Lot 6, Raymore Galleria- First Plat", a distance of 2.00 feet to the Southwest corner of Tract B, "Raymore Galleria - First Plat", a subdivision of land in the City of Raymore, Cass County, Missouri; thence South 87°29'23" East, along the South line of said Tract B, a distance of 278.02 feet to the Southeast corner of said "Raymore Galleria - First Plat", said corner also being a point on the West line of "Foxhaven - Second Plat", a subdivision of land in the City of Raymore, Cass County, Missouri; thence South 03°03'58" West, along said West line and the West line of "Foxhaven - Second Plat and Foxhaven - Eighth Plat", both subdivisions of land in the City of Raymore, Cass County, Missouri, 685.49 feet; thence North 86°58'22" West, 934.84 feet to the Southeast corner of Tract "A" in said "Raymore Galleria- Second Plat"; thence North 02°30'38" East, along the East line of said "Raymore Galleria - Second Plat", a distance of 421.27 feet to the Northeast corner of said plat; thence North 87°29'22" West, along the North line of said "Raymore Galleria - Second Plat", a distance of 449.70 feet to the Point of Beginning.

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 22ND DAY OF NOVEMBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF DECEMBER, 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



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

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, NOVEMBER 15, 2021, AT 7:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, III, CIRCO, HOLMAN, TOWNSEND, AND WILLS-SCHERZER. ALSO PRESENT: ASSISTANT CITY MANAGER MIKE EKEY, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Outline - Council Candidate Posting and Interview Process

This item was postponed to a future work session.

B. Snow Plan

Public Works Director Mike Krass reviewed the snow plan and Communications Manager Melissa Harmer reviewed the winter weather communication plan.

C. Other

MOTION: By Councilmember Townsend, second by Councilmember Holman to enter into executive session to discuss real estate acquisition matters as authorized by § 610.021 (2).

DISCUSSION: None

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

The work session of the Raymore City Council adjourned to Executive Session at 7:19 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, OCTOBER 19, 2021**, IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN MATTHEW WIGGINS, WILLIAM FAULKNER, KELLY FIZER, TOM ENGERT, JEREMY MANSUR, JIM PETERMANN, MAYOR KRIS TURNBOW, AND MARIO URQUILLA. ABSENT WAS ERIC BOWIE. ALSO PRESENT WAS CITY ATTORNEY JONATHAN ZERR, CITY PLANNER DYLAN EPPERT, DIRECTOR OF DEVELOPMENT SERVICES JIM CADORET, DIRECTOR OF PUBLIC WORKS MIKE KRASS, ASSISTANT CITY ENGINEER TRENT SALSBURY, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. **Call to Order** – Chairman Wiggins called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Wiggins declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**
 - a. **Approval of Minutes from October 5, 2021 meeting**
 - b. **Case #21033 - Stegmaier Acres Lot 2 replat**
 - c. **Case #21034 - Eastbrooke at Creekmoor 3rd Plat**

Motion by Commissioner Faulkner, Seconded by Mayor Turnbow, to approve the consent agenda.

Vote on Motion:

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

Motion passed 8-0-0.

6. **Unfinished Business - None**
7. **New Business -**
 - a. **Case # 21028: Hawk Ridge Park West Site Plan**

Parks & Recreation Director Nathan Musteen is presenting site plans on behalf of the Parks & Recreation Board for West Hawk Ridge Park improvements. Mr. Musteen stated that the plans being presented are part of the No Tax Increase Bond Issue. There is a two-part process to the improvements at Hawk Ridge Park. Site plans include improvements of the parking area at the soccer complex, portable restroom cover, trail around the soccer park, a trail that connects the west side to the playground area, as well as creation of Laurus Drive. The project will be bid into separate components so the Park Board and City Council can select those portions

that fit within the budget, specifically that Laurus Drive is listed as an alternate. What is being presented meets all requirements from a City perspective, and has been looked over by the Engineering & Development Services departments.

City Attorney Zerr mentioned that there are 10 conditions the Commission should take into consideration as well as what was presented.

City Planner Dylan Eppert gave the Staff Report, highlighting that what is being requested is an extension of the current Hawk Ridge Park to the west. There will be 5 soccer fields, 3 parking areas, and portable restrooms added to the West Park. The property is currently zoned "PR" Parks & Recreation and Public Use. Existing surrounding areas are undeveloped to the north, and to the south, east, and west are single-family residential. The total tract size is 79 acres. The Future Land Use Plan identifies the property as appropriate for the expansion. There was one comment from the Fire Department, if access to Laurus Drive is constructed, there should be a no parking sign on one side of the street since the road is designed for one-way traffic flow. The Engineering department did not have any comments or issues with the proposal.

Mayor Turnbow mentioned that he noticed there is an entrance and exit for the grass parking for the soccer fields, but it appears that it overlaps existing parking and crosses the trail. How easy will it be for people to get from the parking lot to the grassy parking area? What is the overflow parking area designed for?

Mr. Musteen replied that it will be curbed, it will be ribbon curbing. The parking stalls will be parking blocks and will be reinforced concrete so cars can drive over it. The grass parking is strictly for event parking and overflow parking. The soccer fields are designed only for practice at this point, and should not require overflow parking. Overflow parking is for the Mud Run and events at the Amphitheater.

Chairman Wiggins asked if the soccer fields will be grass or turf?

Mr. Musteen stated that the soccer fields will be grass.

Motion by Commissioner Urquilla, Seconded by Commissioner Mansur, to accept Staff proposed findings of facts and approve Case #21028 Hawk Ridge Park West Site Plan subject to the 10 conditions as stated.

Vote on Motion:

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

Motion passed to approve the case 8-0-0.

b. Case #21032: Creekmoor 7th Amendment to the Memorandum of Understanding (public hearing)

Chairman Wiggins opened the public hearing at 7:11pm.

Steve Warger, 6127 NW Pineridge Circle, Parkville MO, came before the Commission on behalf of Cooper Land Development to request an amendment to the Memorandum of Understanding (MOU). The reason for the request is to eliminate the duplex lots within the subdivision. The lots were originally established as duplex lots and have never been developed as such. These lots are located in the southeast corner of the subdivision. The MOU revision would not change any of the setback requirements, lot size requirements, etc. The goal is to get the Eastbrooke 3rd fully into single-family.

Director of Development Services Jim Cadoret began the Staff Report, stating that the Creekmoor MOU has been in place since the approval of the subdivision in 2004. Previous amendments to the MOU have been approved to remove other multi-family lots, converting them to single-family. Since the MOU was approved as part of the Preliminary Plan at a public hearing, all amendments must have a public hearing as well. A GO Bond for the City will be extending 163rd Street to the intersection at Sunset Lane. From Sunset Lane to the east property line of Creekmoor, Cooper Land Development will be required to install an extension of 163rd Street. The Parkside subdivision will be required to finish the extension of 163rd Street to North Madison Street. Included in the original packet as part of the MOU amendment is a letter of credit requirement, which has since been removed. The City and Cooper Land Development have agreed to remove that requirement since City Staff is comfortable with the wording of the MOU which ensures the road segment would be complete no later than 36 months after Eastbrooke is completed. There have been 4 trigger events put into place that would replace the Letter of Credit that would ensure the builder completes the road in a timely manner.

Commissioner Urquilla stated in exhibit B for 9/15/21, 2-family is shown, and questioned the accuracy.

Chairman Wiggins mentioned that the text for the area in question says 2-family when it should be single-family.

Mr. Cadoret stated that that change will be made.

Commissioner Faulkner stated that the new map is not showing the current layout of the Eastbrooke subdivision. Both the table and the map are incorrect.

Mr. Cadoret made a comment that many of the layouts are actually different from what the map shows. Since the subdivisions are a conceptual plan, the City has not required the developers to update the exact lot layout, but the land use designations should be updated.

Commissioner Mansur asked about the estimated and maximum 24 2-family units, and if they have been previously approved.

Mr. Cadoret responded that those 24 units were present on the old map, but the update to the MOU would bring that number of 2-family units to zero.

Chairman Wiggins asked Mr. Cadoret to confirm that the update to the MOU would essentially change the entirety of the subdivision to single-family?

Mr. Cadoret confirmed this.

Motion by Commissioner Mansur, Seconded by Commissioner Petermann, to accept Staff proposed findings of facts and forward Case #21032 7th Amendment to Creekmoor Memorandum of Understanding to City Council with a recommendation of approval.

Commissioner Urquilla asked Mr. Cadoret to explain why the City felt comfortable releasing the required Letter of Credit.

Mr. Cadoret responded the 4 trigger events that were put into place are what made the City feel comfortable releasing the Letter of Credit, the main trigger event being the developer has 36 months from when the City accepts the improvements of Eastbrooke 3rd plat. The plat extends south, but does not go all the way to 163rd Street. The City felt there had to be a trigger event that would require Cooper Land Development to build the road. The MOU stays with the property, so even if Cooper Land Development pulls out from doing the project, whoever purchases the property will still have to abide by the MOU, including building the road.

Chairman Wiggins asked if anyone from the public wanted to speak on the application. With no one from the public wanting to speak, Chairman Wiggins closed the public hearing at 7:24 p.m.

Vote on Motion:

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

Motion passed to approve the case 8-0-0.

c. Case #21031: Unified Development Code 34th Amendment (public hearing)

Chairman Wiggins opened the public hearing at 7:25pm.

Mr. Cadoret began the Staff Report, highlighting that the City is officially presenting the 34th Amendment to the Unified Development Code (UDC), which was directed by the Planning & Zoning Commission when conducting the annual review of the UDC. The 34th Amendment proposes three specific changes. Section 1 of the draft bill incorporates language into the flood protection standards of the UDC that no platted lots may encroach into the FEMA flood plain area or the 100-year flood elevation for areas not identified as flood hazard areas. This language was in the zoning code before the UDC was created, and is included in the code for non-residential lots. This change would create the same language in the residential section of the code as exists for non-residential lots. Section 2 of the draft bill would clarify the language in the sign chapter of the UDC. The City allows one monument sign per public street frontage of the property the sign will be on. It needs to be clarified that corner lots may have two monument signs, one per public street frontage. This has always been the way the code was interpreted, and the language of the code should reflect that. Section 3 of the draft bill includes modifications of the provisions regarding minor subdivision plats. Section 470.100 currently defines the process for minor subdivisions, specifically that the proposed subdivision would create no more than 5 lots, would not propose any new public street or easement of access, as well as the new lots being proposed must meet the standards of lot requirements per the

UDC. Currently these minor plats require review by the Planning Commission and City Council. Unless there is a public street or right-of-way being proposed, City Staff views the minor plat process as more of a mandatory approval process as long as the proposal meets all other requirements for a minor plat application.

Chairman Wiggins closed the public hearing at 7:30pm.

Commissioner Faulkner stated that the proposed amendment regarding the flood plains already appears to exist in the code, as shown in the second half of section 460.080 A1a. The language exists in the code book that is in print currently.

Mr. Cadoret replied that it was an oversight, the language clearly already exists in the code and does not need to be duplicated. In the non-residential section for flood plains, the language is listed under clause "C", and it does not need to be recreated in the residential section as a clause "C" if the language already exists.

Commissioner Faulkner stated that the draft ordinance calls the sign section 435.010, but the correct section is 435.050?

Mr. Cadoret responded that yes, it should be shown as 435.050.

Commissioner Faulkner asked about the Minor Subdivisions section, 470.100. Assuming the amendment is approved, there is no mention of 470.010A, which is the chart showing who does what, where there is a line that would be appropriate to change as well if the amendment is approved.

Mr. Cadoret replied that if section 1 is being taken away, the table can show administrative approval instead of what it is showing now.

Commissioner Faulkner asked why in section D, Procedure, D.1.b., why does the minor subdivision plat start back as a final plat if it does not qualify as a minor plat?

Commissioner Urquilla mentioned that in section C, the description states that the contents of a minor subdivision must include all information and certifications required on a final plat as specified in Section 470.130. Could this be the reason for the language in D.1.b?

Mr. Cadoret responded that there are sometimes situations where a plat is submitted with 6 lots and no new right-of-way, which would not qualify as a minor subdivision. This plat would not require a preliminary plat since there is no new right-of-way, but it would still qualify as a final plat. If the submission does not meet the requirements for a minor subdivision, it would have to be reevaluated to see where it fits into the Code. Mr. Cadoret suggested eliminating clause "b" in section 1D.

Mr. Zerr stated that eliminating clause "B" would make clause "A" simply D.1. Mr. Zerr also mentioned that regarding the flood plains, the language in the non-residential section has the language as clause "C". The residential section could have the language removed from clause "A" and create a clause "C" with the new language for continuity between the sections.

Mayor Turnbow stated that because of all the changes being suggested, he would like to make a motion to carry over the case until all of the modifications have been made for clearer understanding.

Motion by Mayor Turnbow, Seconded by Commissioner Urquilla, to carry over Case #21031 Unified Development Code 34th Amendment to a future meeting, allowing Staff to make changes and present a clearer understanding.

Mr. Cadoret stated that the case will be revisited on November 16, 2021.

Commissioner Engert asked Mr. Cadoret how many minor plat changes are submitted annually?

Mr. Cadoret responded there are one or two annually.

Vote on Motion:

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

Motion passed to approve the motion 8-0-0.

8. City Council Report

City Attorney Jonathan Zerr gave an overview of the City Council meeting that took place since the Planning & Zoning Commission last met.

9. Staff Report

Mr. Cadoret gave the Staff Report, highlighting that Staff proposes to cancel the November 2nd Planning & Zoning Commission meeting due to the absence of both Mr. Cadoret and Mr. Eppert. November 16th will be a full meeting including the expansion of the Knoll Creek subdivision, and 1st and 2nd final plat for the Sendera subdivision. There will also be rezoning requests for LeMor Estates and Timber Trails behind Walmart.

10. Public Comment

No public comment.

11. Commission Member Comment

Commissioner Faulkner thanked Staff and mentioned it is good to see everyone back.

Commissioner Mansur thanked Staff.

Commissioner Fizer thanked Staff, and reminded everyone of Raymore Truck-tober.

Commissioner Petermann welcomed Mr. Cadoret back, thanked Staff, and asked if there has been a date assigned for the joint meeting?

Mr. Cadoret replied that Monday, January 31st, 2022 at 7pm is the date that is being proposed.

Commissioner Engert thanked Staff and is looking forward to what is coming in the next few weeks.

Commissioner Urquilla is glad that everyone is back and healthy, and appreciates everything Staff does. Have a safe Halloween.

Mayor Turnbow thanked Staff.

Chairman Wiggins thanked Staff, and welcomed back Mr. Cadoret and Mr. Musteen. Have a safe Halloween.

12. Adjournment

Motion by Commissioner Urquilla, Seconded by Commissioner Engert, to adjourn the October 19, 2021 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 8-0-0.

The October 19, 2021 meeting adjourned at 7:52 p.m.

Respectfully submitted,

Emily Jordan