

AGENDA

Raymore City Council Special Meeting
City Hall – 100 Municipal Circle
Monday, April 11, 2022
Immediately following adjournment of the Regular Meeting

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

- Stephen Rew, Ray-Pec Choir Director

5. Personal Appearances

- City Auditor - Kim Pearson, Dana F. Cole & Co., FY 2021 Financial Statements (provided to Council under separate cover)

6. Staff Reports

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

7. Committee Reports

8. Consent Agenda

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

- A. City Council Minutes, March 28, 2022 (pg 21)
- B. 2021 Curb Project - Acceptance and Final Payment

Reference: - Resolution 22-12 (pg 27)

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 - J&M Displays

- Reference:
- Agenda Item Memo (pg 31)
 - Bill 3702 (pg 33)
 - J&M Displays Proposal (pg 35)
 - Park Fund Summary (pg 37)

Staff is presenting the 2022 contract with J&M Displays for the final year of the original agreement. An increase in fees is included in this year's proposal which requires a budget amendment.

- City Council, 03/28/2022: Approved 8-0
- Parks and Recreation Board, 03/22/2022: Approved 5-0

B. Award of Contract - American Ramp Company

- Reference:
- Agenda Item Memo (pg 39)
 - Bill 3703 (pg 41)
 - Contract (pg 43)
 - Bid Documents (pg 64)

The 2022 Capital Improvement Plan included a replacement of the current skatepark facility at Recreation Park. A recommendation for award of the contract is before the Council.

- City Council, 03/28/2022: Approved 8-0
- Parks and Recreation Board, 03/22/2022: Approved 5-0

C. Award of Contract - TruGreen Limited Partnership

- Reference:
- Agenda Item Memo (pg 77)
 - Bill 3704 (pg 79)
 - Contract (pg 81)
 - Bid Documents (pg 97)

Staff has competitively bid the fertilization program for City facilities which include Municipal Circle complex, Centerview and the RAC. A recommendation to award the contract is before the Council.

- City Council, 03/28/2022: Approved 8-0
- Parks and Recreation Board, 03/22/2022: Approved 5-0

10. New Business - First Reading

A. Oak Ridge Farms 4th Phase Rezoning C-2 to R-3A (public hearing)

- Reference: - Agenda Item Memo (pg 113)
- Bill 3708 (pg 115)
- Staff Report (pg 117)
- Memorandum of Understanding (pg 133)

Sean Seibert, representing CT Midland, is requesting to reclassify the zoning of approximately 9.45 acres located south of W. Pine Street, east of N. Madison Street from "C-2" General Commercial District to "R-3A Multiple Family Residential District"

The proposed rezoning would support an expansion of the existing Oak Ridge Farms subdivision, which has also been developed by the applicant.

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| <ul style="list-style-type: none">• Planning and Zoning Commission, 04/05/2022: Approved 8-0 |
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B. Allera PUD Rezoning and Preliminary Development Plan (public hearing)

- Reference: - Agenda Item Memo (pg 145)
- Bill 3709 (pg 147)
- Staff Report (pg 149)
- Memorandum of Understanding (pg 162)

Brad Kempf, representing Clayton Properties Group Inc. and current property owner Hunt Midwest Real Estate LLC, is requesting to reclassify the zoning of 52.05 acres located on the west side of Dean Avenue, south of Johnston Drive from "R-1P" Single-Family Residential Planned District to "PUD" Planned Unit Development District. A reclassification of zoning to PUD includes a preliminary plan for the Allera subdivision, a proposed 171-lot single-family residential community.

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| <ul style="list-style-type: none">• Planning and Zoning Commission, 04/05/2022: Approved 8-0 |
|--|

C. Johnston Drive Reimbursement Agreement

- Reference: - Agenda Item Memo (pg 179)
- Bill 3710 (pg 181)
- Reimbursement Agreement (pg 183)
- Location Map (pg 190)

The 2020 General Obligation Bond Issue included funding for the extension of Johnston Drive from its current terminus east to its intersection with Dean Avenue. Brad Kempf, representing the developer of the proposed Allera subdivision, wishes to commence construction of Johnston Drive concurrent

with the 1st phase of the proposed development on the south side of Johnston Drive.

D. Award of Contract to Holiday FX for Holiday Lighting

Reference: - Agenda Item Memo (pg 191)
- Bill 3605 (pg 193)
- Contract (pg 1995)

The current contract with Holiday FX for holiday lighting services at City Hall and Centerview is set to expire. Staff publicly bid the project and Holiday FX was the only vendor to submit a completed bid. In addition to the building lighting, this contract also includes the purchase of a replacement for the Mayor's Christmas Tree.

E. Award of Contract to Hoefler Welker to Lead the Space Analysis Project

Reference: - Agenda Item Memo (pg 221)
- Bill 3606 (pg 223)
- Contract (pg 225)

As part of the FY 2022 Capital Improvement Plan, Council approved a space analysis study to look specifically at anticipated space needs for a future Justice Center. Staff advertised the RFQ for this project and Hoefler Welker proved to be the most qualified. As part of the project, Hoefler Welker will be seeking input from staff in the Police Department and looking at future growth and staffing needs.

F. Budget Amendment: HVAC Replacement

Reference: - Agenda Item Memo (pg 237)
- Bill 3607 (pg 239)

Staff had originally planned to replace City Hall's 20-year-old HVAC system as part of the FY 2023 budget. Because of logistics and shipping delays, staff is asking for Council approval on a budget amendment to order the new HVAC equipment during this fiscal year so it has adequate time to be delivered and installed as originally planned.

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:

- Planning & Zoning Commission Minutes, 02/15/2022 (pg 243)
-

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports



MONTHLY REPORT March 2022

Building Permit Activity

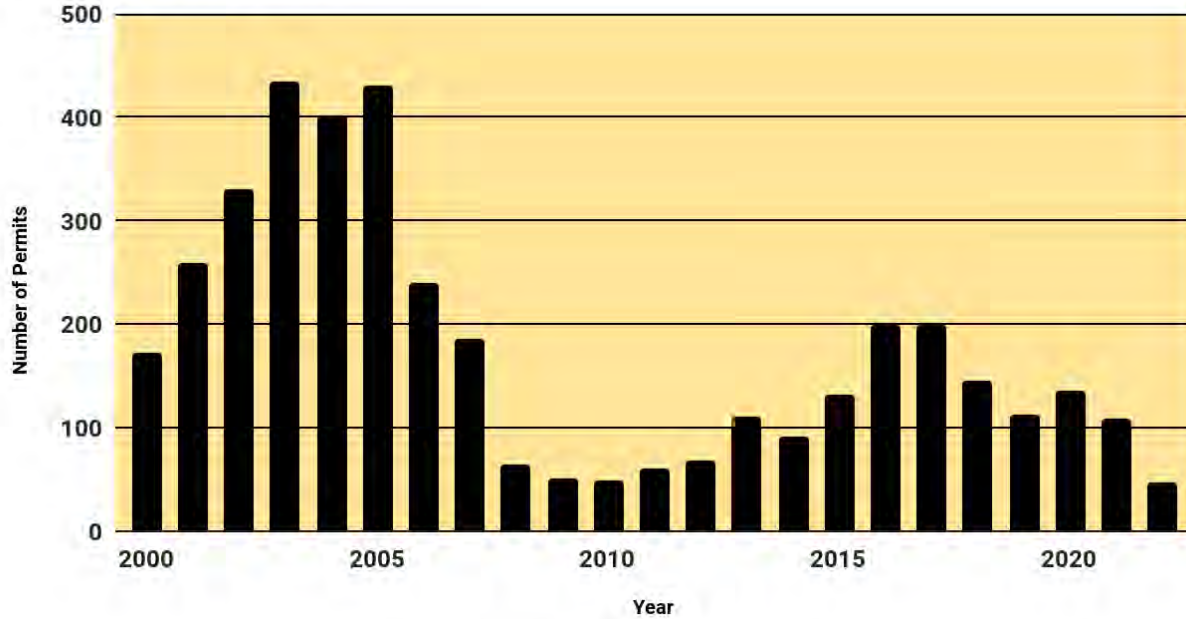
Type of Permit	Mar 2022	2022 YTD	2021 YTD	2021 Total
Detached Single-Family Residential	29	47	34	108
Attached Single-Family Residential	0	58	6	166
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	45	124	121	574
Commercial - New, Additions, Alterations	0	5	6	38
Sign Permits	0	3	11	37
Inspections	Mar 2022	2022 YTD	2021 YTD	2021 Total
Total # of Inspections	435	1,188	834	3,882
Valuation	Mar 2022	2022 YTD	2021 YTD	2021 Total
Total Residential Permit Valuation	\$7,107,900	\$23,518,600	\$7,316,100	\$57,700,900
Total Commercial Permit Valuation	\$0.00	\$11,404,700	\$8,000,300	\$39,600,680

Additional Building Activity:

- Building Construction commenced for dwelling units in The Venue of The Good Ranch townhome development.
- Building construction was completed on the first building in the South Town Storage facility, a covered parking area for RV's and similar vehicles
- Site work continues for Alexander Creek Third Plat.
- Site work continues for Eastbrooke at Creekmoor 3rd Plat
- Building construction continued for the South Metropolitan Fire Protection District administration building.
- Construction continued on the townhome units in Sunset Plaza, located east of Sunset Lane and south of 58 Highway
- Construction continues on Building 3 in the Raymore Commerce Center
- Plans were received for Building 2 in the Raymore Commerce Center

- Work has commenced for interior improvements at Freedom Stop
- Construction work continues on the School District LEAD facility

Single Family Building Permits



Code Enforcement Activity

Code Activity	Marb 2022	2022 YTD	2021 YTD	2021 Total
Code Enforcement Cases Opened	71	156	66	575
<i>Notices Mailed</i>				
-Tall Grass/Weeds	0	0	0	85
- Inoperable Vehicles	35	63	36	191
- Junk/Trash/Debris in Yard	5	20	14	94
- Object placed in right-of-way	2	2	0	5
- Parking of vehicles in front yard	9	15	4	45
- Exterior home maintenance	10	25	2	63
- Other (trash at curb early; signs; etc)	0	0	1	6
Properties mowed by City Contractor	0	0	0	42

Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	1	2
Signs in right-of-way removed	79	161	56	524
Violations abated by Code Officer	8	29	9	86

Development Activity

Current Projects

- Allera subdivision, rezoning and preliminary plan, R-1A to PUD
- Oak Ridge Farms 4th phase, rezoning C-2 to R-3A
- Edgewater at Creekmoor 8th Final Plat
- Edgewater at Creekmoor 9th Final Plat
- Timber Trails 3rd Final Plat

	As of Mar 31, 2022	As of Mar 31, 2021	As of Mar 31, 2020
Homes currently under construction	487 (108 units at Lofts of Foxridge)	582 (396 units at Lofts of Foxridge)	167
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	315	234	316
Total number of dwelling units in City	9,262	8,818	8,681

Actions of Boards, Commission, and City Council

City Council

March 14, 2022

- Approved on 2nd reading the replat of Tract Y within the Brookside Subdivision
- Approved on 2nd reading the transfer of Tract Y and Lot 422 to Brookside Builders, LLC
- Approved on 1st reading a reimbursement agreement for the extension of 163rd Street and Sunset Lane as they relate to the Park Side Subdivision.

March 28, 2022

- Update on work progress on City Comprehensive Plan
- Approved on 2nd reading a reimbursement agreement for the extension of 163rd Street and Sunset Lane as they relate to the Park Side Subdivision.

Planning and Zoning Commission

March 1, 2022

- March 1, 2022 Planning and Zoning Commission meeting was canceled

February 15, 2022

- March 15, 2022 Planning and Zoning Commission meeting was canceled

Upcoming Meetings – March & April

April 11, 2022 City Council

- 1st reading - proposed Allera subdivision, R-1A to PUD
- 1st reading - proposed Oak Ridge Farms Phase 4, C-2 to R-3A
- 1st reading - Johnston Drive Reimbursement Agreement

April 19, 2022 Planning and Zoning Commission

- Review of the City Future Land Use Map

April 25, 2022 City Council

- 1st Reading - Watermark at Raymore Development Agreement and Bond Issuance
- 2nd reading - proposed Allera subdivision, R-1A to PUD
- 2nd reading - proposed Oak Ridge Farms Phase 4, C-2 to R-3A
- 2nd reading - Johnston Drive Reimbursement Agreement

May 3, 2022 Planning and Zoning Commission

- No Items Currently Scheduled

May 9, 2022 City Council

- 2nd Reading - Watermark at Raymore Development Agreement and Bond Issuance

May 17, 2022 Planning and Zoning Commission

- Raymore Commerce Center South PUD Rezoning
- Edgewater at Creekmoor 8th Final Plat
- Edgewater at Creekmoor 9th Final Plat
- Timber Trails 3rd Final Plat

Department Activities

- Staff held a pre-construction meeting with the contractor for [Johnny's Tavern](#) located at the northwest corner of 58 Highway and Sunset Lane. Site work should commence in April.
- Development Services Director David Gress attended the Raymore Chamber of Commerce Membership Luncheon. The Chamber hosted a Member Show and Tell program to highlight business members of the chamber.
- City Planner Dylan Eppert hosted a joint monthly meeting with Dr. Bryan Pettengill of the Raymore-Peculiar School District and Roger Kroh, city planner for the City of Peculiar. The next joint meeting is scheduled for May 10, 2022.
- City Planner Dylan Eppert attended a webinar hosted by Mid-America Regional Council regarding the 2020 Census Results.
- The Timber Trails 3rd phase has been resurrected and land clearing has commenced. The 3rd phase is located east of Dean Avenue and north of Shagbark Drive.

- Economic Development Director David Gress participated in the Annual Speed Networking event hosted by KCAPA and the UMKC Department of Urban Planning and Design.

GIS Activities

- Repaired geometry and added spatial indexes to operational databases as needed
- Addressing operations
- Development of ArcGIS Hub site (under review)
- Field mapping of underground utilities, and event spaces
- Order of replacement parts for workstation and plotter
- Geocoding of operational data (building permits, occupational licenses, etc)
- Development of US Census 2020 data
- ESRI Midwest User Conference (online)
- Update of public assets and administrative boundaries from drawings & description
- Ordinal enterprise management including database administrative tasks

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>	Municipality: RAYMORE	Reporting Period: Mar 1, 2022 - Mar 31, 2022
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083		
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083		County: Cass County
Circuit: 17		
Telephone Number: (816)3311712	Fax Number:	
Prepared by: ANGIE R DAVIS	E-mail Address: ANGELA.DAVIS@COURTS.MO.GOV	
Municipal Judge: ROSS NIGRO		

<u>II. MONTHLY CASELOAD INFORMATION</u>	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	42	900	510
B. Cases (citations/informations) filed	8	128	38
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	1	1
3. court/bench trial - NOT GUILTY	0	0	1
4. plea of GUILTY in court	5	67	45
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	24	0
6. dismissed by court	0	3	0
7. <i>nolle prosequi</i>	1	5	5
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	6	99	52
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	44	929	496
E. Trial de Novo and/or appeal applications filed	0	0	0

<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>	
1. # Issued during reporting period	382	1. # Issued during period	0
2. # Served/withdrawn during reporting period	24	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	828		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: RAYMORE	Reporting Period: Mar 1, 2022 - Mar 31, 2022
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$9,285.50	Court Automation	\$868.63
Clerk Fee - Excess Revenue	\$888.00	Law Enf Arrest-Local	\$100.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$27.38	Total Other Disbursements	\$968.63
Bond forfeitures (paid to city) - Excess Revenue	\$1,740.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$22,058.50
Total Excess Revenue	\$11,940.88	Bond Refunds	\$0.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$22,058.50
Fines - Other	\$6,142.00		
Clerk Fee - Other	\$601.08		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$124.08		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$884.77		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$18.56		
Law Enforcement Training (LET) Fund surcharge	\$646.00		
Domestic Violence Shelter surcharge	\$488.00		
Inmate Prisoner Detainee Security Fund surcharge	\$244.50		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$9,148.99		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

April 11, 2022

City Council Special Meeting

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I. COURT INFORMATION	Municipality: RAYMORE	Reporting Period: March, 2022
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$ 410.50		\$
Clerk Fee - Excess Revenue	\$ 21.38		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 0.74		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 50.00		\$
Total Excess Revenue	\$ 482.62		\$
Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)			\$
Fines - Other	\$ 484.00		\$
Clerk Fee - Other	\$ 0.00		\$
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 2.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 14.26		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 0.00		\$
Law Enforcement Training (LET) Fund surcharge	\$ 3.56		\$
Domestic Violence Shelter surcharge	\$ 8.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 3.56		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 0.00		\$
Restitution	\$ 0.00		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 145.00		\$
Total Other Revenue	\$ 660.38	Total Other Disbursements	\$ 0.00
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$ 1,143.00
	\$	Bond Refunds	\$ 0.00
	\$	Total Disbursements	\$ 1,143.00

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

MUNICIPAL DIVISION SUMMARY REPORTING FORM

April 11, 2022
City Council Special Meeting

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>	
Municipality: RAYMORE		Reporting Period: March, 2022	
Mailing Address: 100 MUNICIPAL CIRCLE	Software Vendor: Tyler Technologies		
Physical Address: 100 MUNICIPAL CIRCLE	County CASS COUNTY	Circuit: 17	
Telephone Number: (816) 331-1712		Fax Number: (816) 331-0634	
Prepared By: ANGELA DAVIS	E-mail Address raymorecourt@raymore.com	iNotes <input type="checkbox"/>	
Municipal Judge(s): ROSS C. NIGRO JR.		Prosecuting Attorney: WILLIAM MARSHALL II	

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	52	1,090	623
B. Cases (citations / informations) filed	0	0	0
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	1	0
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	0	0
6. dismissed by court	0	0	0
7. nolle prosequi	0	0	3
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	0	1	3
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	52	1,089	620
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period	10	# Issued during period	0
2. # Served/withdrawn during reporting period	334	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	883		

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, MARCH 28, 2022 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: ASSISTANT CITY MANAGER MIKE EKEY, 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

6. Staff Reports

Finance Director Elisa Williams provided an update on the audit report, noting the draft audit report has been received and will be presented to Council by Dana F. Cole & Co. upon completion.

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

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. He noted that the Easter Festival on April 16 has been moved to Rec Park.

Communications Manager Melissa Harmer stated banners and signs have been ordered for the change of location of the Easter Festival, seasonal Parks and Recreation positions, and other informational signs. The Arts Commission summer concert series planning is underway. She noted that there have been over 981 texts to TextMyGov since it went live.

City Planner Dylan Eppert provided an update on the Comprehensive Plan. The plan will be the topic of a Planning and Zoning Commission work session on April 19.

Assistant City Manager Mike Ekey stated there would be no work session on April 4.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, March 14, 2022

B. Resolution 22-11: N. Foxridge Drive Sidewalk Improvement Project - Acceptance and Final Payment

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

DISCUSSION: None

VOTE:

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

9. Unfinished Business

A. Reimbursement Agreement - Triangle 2 LLC and Triangle 4 LLC - Sunset Lane/163rd Street Construction

BILL 3701: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET IMPROVEMENT REIMBURSEMENT AGREEMENT WITH TRIANGLE 2, LLC AND TRIANGLE 4, LLC, TO EXTEND 163RD STREET AND SUNSET LANE."

City Clerk Erica Hill conducted the second reading of Bill 3701 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3701 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 3701 as **Raymore City Ordinance 2022-026.**

10. New Business

A. Budget Amendment - J&M Displays

BILL 3702: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO PARK FUND 25 FOR THE 2022 SPIRIT OF AMERICA CELEBRATION."

City Clerk Erica Hill conducted the first reading of Bill 3702 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. In February 2022, we received notification from J&M Displays that our July 1, 2022, fireworks show would experience a price escalation of approximately 33%. This escalation is due to significant increases in tariffs on goods from China, shipping costs and product prices brought on by the global pandemic. To receive a show comparable to what Raymore enjoyed in 2021 (16 minute show and same shell count and size), the vendor has indicated that it would require an increased cost of \$5,350. This cost increase brings the 2022 show price to \$21,350 from \$16,000 previously. Staff requested alternative options from J&M Displays to detail a show keeping the original budget and size of shells, and options for the original budget with fewer and smaller shells. These options significantly reduce the length of the show and the quality of the display. Our show has typically been a minimum of 16 minutes with a maximum of 3 seconds between shells. Staff recommends a budget amendment in the amount of \$5,350 to provide the same fireworks display as last year.

Councilmember Berendzen thanked staff for working to provide a comparable celebration as prior years.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3702 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 - American Ramp Company

BILL 3703: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AGREEMENT WITH AMERICAN RAMP COMPANY TO CONSTRUCT A NEW SKATEPARK IN THE AMOUNT OF \$225,000."

City Clerk Erica Hill conducted the first reading of Bill 3703 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. The FY 2022 Capital Improvement Plan calls for the replacement of the skate park at Recreation Park near the Public Works facility. In January, staff submitted a request for proposals (RFP) for a new skate park to be relocated near the Raymore Activity Center in the old park house location. Two proposals were received. The request for proposals asked for a concept plan that included a two-phased approach. Phase I is before the Council for approval tonight with Phase II designed as an expansion of the skate park to be budgeted as a future capital project. Staff met with the Park Board on February 22 to review the proposal designs. Following the February 22 meeting, staff conducted a matrix review of each submittal and provided a recommendation for award of contract at the March 22 Park Board meeting. The Park Board approved staff's recommendation for award of contract to American Ramp Company, who, following full review, was determined to be the best proposal. Both proposals were for \$225,000.

Councilmember Holman asked what the plan is for the current location of the skatepark. Mr. Musteen stated that location would eventually be additional parking.

Councilmember Burke asked about features to be included in the skatepark. Mr. Musteen stated that the features would be designed upon approval of the contract.

Councilmember Townsend asked if any other cities around have skateparks. Mr. Musteen stated several cities have them, but users seek out our current park for certain features.

Councilmember Abdelgawad asked the project timeline and if there would be a period of time when there isn't a skatepark open. Mr. Musteen stated their goal for completion is mid August, and pieces of the current park will be moved and there are other pieces that could remain in the current location and be used even after completion of the project.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3703 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

C. Award of Contract - TruGreen Limited Partnership

BILL 3704: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRUGREEN LIMITED PARTNERSHIP TO PROVIDE FERTILIZATION SERVICES AT MUNICIPAL FACILITIES IN THE AMOUNT OF \$5,182.59."

City Clerk Erica Hill conducted the first reading of Bill 3704 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. Staff solicited proposals for the fertilization program at City facilities including City Hall, Centerview, the RAC, and Municipal Circle lot. This contract is a shared service between the Parks & Recreation Department and the Buildings & Grounds Department. Two proposals were received. Staff recommends award of contract to TruGreen Limited Partnership.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3704 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

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked the Raymore Chamber of Commerce for the Candidate Forum, thanked staff for the continued events happening throughout the city, and urged citizens to vote in the municipal election on April 5.

Councilmember Abdelgawad thanked the residents of Morningview for the breakfast they hosted this morning at their annual meeting.

Councilmember Barber thanked Ms. Harmer for her work to continue developing and adapting the communications with our citizens.

Councilmember Holman spoke to the meaning of serving the community.

Mayor Turnbow noted he met with the Home Builders Association who extended congratulations to the success of Raymore.

13. Adjournment

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

DISCUSSION: None

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

The regular meeting of the Raymore Council adjourned at 7:40 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 22-12

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

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

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

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

Section 1. The 2021 Curb Project is accepted.

Section 2. The final payment in the amount of \$33,034.31 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 11TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke, III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 28, 2022

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 type="checkbox"/> Other | |

TITLE / ISSUE / REQUEST

Bill 3702 - Budget Amendment, J&M Displays

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.1.4: Promote and develop signature events and amenities.

FINANCIAL IMPACT

Award To:

Amount of Request/Contract: \$5,350.00

Amount Budgeted: \$16,000

Funding Source/Account#: Fund 25 / 25-25-9847-0000

PROJECT TIMELINE

Estimated Start Date

July 1, 2022

Estimated End Date

July 1, 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board

Date: March 22, 2022

Action/Vote: 5-0

LIST OF REFERENCE DOCUMENTS ATTACHED

J&M Displays - Fireworks Agreement 2022

Park Fund 25 Summary

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In February 2022, we received notification from J&M Displays that our July 1, 2022, fireworks show would experience a price escalation of approximately 33%. This escalation is due to significant increases in tariffs on goods from China, shipping costs and product prices brought on by the global pandemic.

To receive a show comparable to what Raymore enjoyed in 2021 (16 minute show and same shell count and size), the vendor has indicated that it would require an increased cost of \$5,350. This cost increase brings the 2022 show price to \$21,350 from \$16,000 previously.

Our contract with J&M Displays was for a single year beginning in 2020. Additionally, the City enjoys the right to negotiate two (2) additional one-year renewal periods. This currently places the City and J&M Displays in a negotiation period for the show contract in 2022.

Staff requested alternative options from J&M Displays to detail a show keeping the original budget and size of shells, and options for the original budget with fewer and smaller shells. These options significantly reduces the length of the show and the quality of the display. Our show has typically been a minimum of 16 minutes with a maximum of 3 seconds between shells.

Staff recommends a budget amendment in the amount of \$5,350 to provide the same fireworks display as last year.

BILL 3702

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO PARK FUND 25 FOR THE 2022 SPIRIT OF AMERICA CELEBRATION.”

WHEREAS, the Parks and Recreation Department provides the annual fireworks display at the Spirit of America Celebration event, and;

WHEREAS, the Parks and Recreation Department will provide the 2022 display on July 1, and;

WHEREAS, an additional \$5,350 is required to offset rising costs for providing this year’s display due to logistics and supply-chain issues affecting the vendor.

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

Section 1. The City Manager is directed to amend the FY 2022 Budget to reflect the following:

Fund	Budgeted	Amended	Change
Park Fund (25)	\$16,000	\$21,350	\$5,350

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 28TH DAY OF MARCH, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



FIREWORKS DISPLAY AGREEMENT



THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Raymore, MO, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$21350.00 _____ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 1st, 2022 at approximately 10:00 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

- Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.
- Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

- the sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$21350.00 _____ in full by April 24th 2022 (70 days prior to event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.
- \$ _____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Postponement/Cancellation. Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of 07/02/2022 or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. Insurance. If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

6. Buyer agrees to provide:

- (a) Sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) Protection of the display area by roping off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Dry, clean sand, if needed, for firing.
- (e) Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.
- (f) Necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

10. Excluded Damages and Limitation of Liability. Except for claims covered by Seller's applicable general liability insurance, notwithstanding any provision to the contrary in this Agreement:

- (a) In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.
- (b) In no event shall Seller's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid or payable to Seller pursuant to this Agreement.

11. Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Ted Kallhoff
J & M Displays, Inc.
SELLER

BY: _____
BUYER

Please include the DISPLAY INFORMATION FORM with this Agreement so your order is processed accurately.

Parks and Recreation (25)

	2018-19 Actual	2019-20 Actual	2020-21 Council Adopted	2020-21 Council As Amended	2020-21 Projected	2021-22 Department Requested	2021-22 City Manager Proposed	2021-22 Council Adopted
Fund Balance								
Beginning of Year	461,537	461,351	337,272	431,008	431,008	471,862	471,862	471,862
Revenue Parks								
Property Taxes	403,678	424,420	434,873	434,873	445,579	453,391	453,391	453,391
Miscellaneous Revenues	27,053	11,903	11,500	11,500	26,655	12,679	12,679	12,679
Park Revenues	5,588	4,818	7,350	7,350	10,500	12,275	12,275	12,275
Transfer from General Fund	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Transfer from VERP			56,192	56,192	56,192	-		
Transfer from Parks Sales Tax Fund	350,000	375,000	400,000	400,000	400,000	350,000	350,000	350,000
Revenue Recreation								
Miscellaneous							-	
Programs	255,232	140,320	211,970	211,970	176,938	227,250	227,250	227,250
Facility Rental Revenue	25,304	2,662	32,900	32,900	22,000	51,850	51,850	51,850
Concession Revenue	53,743	19,458	65,000	65,000	40,000	60,000	60,000	60,000
Revenue Centerview								
Facility Rental Revenue	47,390	31,013	62,125	62,125	38,000	63,875	63,875	63,875
Program Revenue	4,095	1,815	6,600	6,600	3,000	9,600	9,600	9,600
Revenue The RAC								
Miscellaneous	174	1,107	2,700	2,700	1,000	1,500	1,500	1,500
Concession Revenue	2,400	800	5,400	5,400	1,200	4,000	4,000	4,000
Facility Rental Revenue	3,968	9,583	9,325	9,325	27,550	24,825	24,825	24,825
Program Revenue	147,000	129,250	179,740	179,740	197,550	197,590	197,590	197,590
Total Revenue	1,425,624	1,252,148	1,585,675	1,585,675	1,546,164	1,568,835	1,568,835	1,568,835
Total Fund Bal & Revenues	1,887,161	1,713,499	1,922,947	2,016,683	1,977,172	2,040,697	2,040,697	2,040,697
Expenditures Parks								
Personnel	479,271	556,989	626,591	627,247	627,247	643,737	643,737	643,737
Commodities	19,670	20,946	21,710	21,710	20,956	25,385	25,385	25,385
Maintenance & Repairs	50,886	48,215	45,750	46,150	46,087	50,400	50,400	50,400
Utilities	40,910	45,993	49,059	49,059	49,059	49,119	49,119	49,119
Contractual	76,481	71,149	73,689	73,689	72,580	76,895	76,895	76,895
Capital Outlay	-	-	3,500	3,500	3,500	4,900	4,900	4,900
Transfers/Miscellaneous	48,366	50,650	62,060	62,060	62,060	41,902	41,902	41,902
Expenditures Recreation								
Personnel	434,739	168,307	179,461	180,117	180,117	187,277	187,277	187,277
Commodities	6,087	1,228	6,050	6,050	6,429	7,450	7,450	7,450
Contractual	186,558	90,074	137,628	137,628	131,152	146,037	146,037	146,037
Capital Outlay			-	-	-	-	-	-
Expenditures Centerview								
Personnel	168	25,064	57,372	57,372	57,372	57,386	57,386	57,386
Commodities	2,038	2,490	2,396	2,396	2,396	2,396	2,396	2,396
Maintenance & Repairs	434	183	2,000	2,000	2,000	2,200	2,200	2,200
Utilities	11,032	10,105	10,668	10,668	10,668	10,668	10,668	10,668
Contractual	10,063	23,067	20,346	20,346	19,746	23,456	23,456	23,456
Expenditures RAC								
Personnel	239	124,195	149,503	149,503	149,503	152,881	152,881	152,881
Commodities	4,794	4,416	6,830	6,830	6,530	7,610	7,610	7,610
Maintenance & Repairs	431	22	1,800	1,800	1,800	2,550	2,550	2,550
Utilities	15,521	12,213	11,640	11,640	11,640	11,640	11,640	11,640
Contractual	38,121	27,185	57,902	57,902	44,469	58,702	58,702	58,702
	1,425,810	1,282,490	1,525,954	1,527,666	1,505,311	1,562,589	1,562,589	1,562,589
Capital Expenditures								
Other	-	-	-	-	-	-	-	-
Total Expenditures	1,425,810	1,282,490	1,525,954	1,527,666	1,505,311	1,562,589	1,562,589	1,562,589
<i>Net Revenue over Expenditures</i>	<i>(186)</i>	<i>(30,343)</i>	<i>59,721</i>	<i>58,009</i>	<i>40,853</i>	<i>6,246</i>	<i>6,246</i>	<i>6,246</i>
Fund Balance (Gross)	461,351	431,008	396,993	489,017	471,862	478,108	478,108	478,108
<i>Less: Reserve Balance</i>	<i>285,162</i>	<i>256,498</i>	<i>305,191</i>	<i>305,533</i>	<i>301,062</i>	<i>312,518</i>	<i>312,518</i>	<i>312,518</i>
Available Fund Balance - End of Year	176,189	174,510	91,803	183,484	170,800	165,590	165,590	165,590



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 28, 2022

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 checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Discussion | <input type="checkbox"/> Other | |

TITLE / ISSUE / REQUEST

Bill 3703 - Award of Contract, American Ramp Company

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.3.2: Develop programs and amenities that meet the needs of the community.

FINANCIAL IMPACT

Award To:	American Ramp Company
Amount of Request/Contract:	\$225,000
Amount Budgeted:	\$225,000
Funding Source/Account#:	Park Sales Tax - Fund 47

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 18, 2022	July 16, 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	March 22, 2022
Action/Vote:	5-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The FY 2022 Capital Improvement Plan calls for the replacement of the skate park at Recreation Park near the Public Works facility.

In January, staff submitted a request for proposals (RFP) for a new skate park to be relocated near the Raymore Activity Center in the old park house location.

Two proposals were received. The request for proposals asked for a concept plan that included a two-phased approach. Phase I is before the Council for approval tonight with Phase II designed as an expansion of the skate park to be budgeted as a future capital project.

Staff met with the Park Board on Feb. 22 to review the proposal designs. Following the Feb. 22 meeting, staff conducted a matrix review of each submittal and provided a recommendation for award of contract at the March 22 Park Board meeting.

The Park Board approved staff's recommendation for award of contract to American Ramp Company, who following full review was determined to be the best proposal. Both proposals were for \$225,000.

BILL 3703

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AGREEMENT WITH AMERICAN RAMP COMPANY TO CONSTRUCT A NEW SKATEPARK IN THE AMOUNT OF \$225,000."

WHEREAS, the FY 2022 Capital Improvement Plan calls for the replacement of the skatepark at Recreation Park, and;

WHEREAS, the current skatepark facility has reached the end of its useful life and is in need of replacement, and;

WHEREAS, staff determined the American Ramp Company to be the best vendor for this project following a competitive bidding process.

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

Section 1. The City Manager is directed and authorized to enter into an agreement with American Ramp Company for construction of a skatepark at Recreation Park.

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 28TH DAY OF MARCH, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

**SKATE PARK REPLACEMENT
DESIGN/BUILD**

This Contract for _____, hereafter referred to as the **Contract** is made this ____ day of _____, 2022, between American Ramp Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 601 S. McKinley Ave., Joplin, MO 64801, 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 _____ and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 22-391-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage

requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$225,000.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 28) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the

Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;

- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages

of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

AMERICAN RAMP COMPANY

By: _____


Title: Vice President

Attest: Evan Moss

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

SKATE PARK REPLACEMENT DESIGN/BUILD

ANTICIPATED SCOPE OF SERVICES/PROJECT BACKGROUND

The City of Raymore, Missouri is requesting proposals from responsible firms or individuals to provide professional services for the design, project administration, and construction of a new skate park. The location of the new skate park facility will be moved from its current location to a more open area with parking and utilities available at 909 South Madison in the location of the old Park House. The intent is to maximize the use of the space, utilize the available utilities and parking while adhering to industry standards and best practices related to components and attributes. The following project scope shall be a design/build concept to be provided by respondents.

The Park Board is very interested in producing the best possible skate park as the current facility is extremely popular. The Park Board is also concerned that the facility not exceed budget constraints and be constructed within deadline dates given to contractors.

The selected firm is expected to utilize all options and resources available to provide a concept that is focused on skateboarding, but allows the potential impact of a mixed use public skatepark, an engaging and aesthetically pleasing design; providing community outreach; identifying features to mimic natural street-skating and skatepark environments and providing a comfortable spectator environment. The firm should show past experience designing a facility and exploring all possible types of construction materials and providing potential phasing of the project based on available funding for the Project.

General planning goals and specific design requirements associated with this project are listed as follows:

Skate Park Design Requirements:

- Design and construction for a community wide skate park facility to serve skaters of various ages, abilities and skill levels.
- Final design must be a multi-use facility that is designed for skateboards but can accommodate inline skates, bicycles, etc. and plan for expansion within the available space and location.
- The Project must meet the safety standards for the latest skatepark design principles for skateboarders, scooters, and BMX riders to develop their skills.
- The size will be determined during the design process, but shall be in the range of 7,000 to 12,500 sq. ft. depending on the layout and cost.

- All recognized methods of formal skate park construction (concrete, steel, composite, etc.) should be fully explored throughout the design process. Our intent is to explore opportunities for poured-in place concrete, precast concrete, new modular units and utilization of equipment at our current facility that is safe and can be relocated. Final design will be determined during the design process.
- Elements to consider for inclusion but not limited to: Quarter pipe, cradle, bowl, handrails, banks, ledges, manual pads, jersey barrier, ramps (straight and curved), jumps, steps (multiple locations & heights), transition areas and ledges.
- Site features to consider: bleacher/spectator area(s), park benches, picnic tables, bottle filler fountain with hose spigot, shade structures, bike rack and permanent trash receptacles.
- Relocation and installation of a public art piece located at the current facility.
- Installation of an electrical panel with a minimum of 60 amps including 4 outlets and a keyed locked housing.
- Use of current trees and/or planting of trees for shade and a landscape border should be considered as part of the plan. Removal of trees for site design and construction is acceptable with authorization of the Parks and Recreation Director.
- Work with staff to provide a concept/layout plan to be presented to the Parks and Recreation Board in a work session environment.
- Provide a minimum of one top elevation drawing and one three-dimensional drawing of the final plan/layout approved by the Parks and Recreation Board. A site plan must be approved by the Planning and Zoning Commission.
- Perform all site-related land, topographic and soils surveys/research as necessary in order to formulate appropriate facility design, location, grade, and other infrastructure cost considerations and recommendations.
- Facility project budget of \$225,000.00 cannot be exceeded. Budget should be based upon overall project needs and considerations from design through and including all construction. Design process should anticipate and identify all necessary construction and development costs for the site.
- Skate Park facility to be open to walk-up traffic (unsupervised). No admission fee anticipated for this facility.
- No fencing is required.
- Facility to be fully constructed and operational by July 1, 2022.

CONSTRUCTION SCHEDULE AND COMPLETION DATES

The successful firm will be responsible for the schedule, coordination, and inspections of the project working with the Director of Parks & Recreation. Completion shall be by July 1, 2022.

- January: Notice of Award is projected to be late February, 2022.
- February: Notice to Proceed is projected to be late March, 2022.
Both the Park Board and City Council must approve the award.
- March: Plan Review in a work session and approval of Park Board
- April: Planning and Zoning site plan review
- April: Construction
- July: Completion shall be by July 1, 2022

Working directly with participating entities/stakeholders, the successful firm will need to proceed expeditiously and successfully through the following phases associated with development of the community skate park facility to meet the desired date of completion:

1. Design Development Phase
2. Approval Process (Park Board, Planning and Zoning)
3. Construction

ADDITIONAL BIDDING INFORMATION

1. Project is tax exempt.

**CITY OF RAYMORE, MISSOURI
RFP # 22-391-201**

**Appendix B
General Terms and Conditions**

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of March, 2022.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 28 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 28). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

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

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

PROPOSAL FORM A
RFP 22-391-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: American Ramp Company

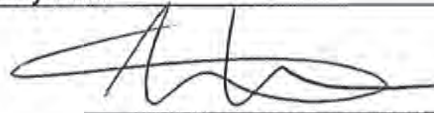
ADDRESS: 601 S. McKinley Ave.
Street

ADDRESS: Joplin MO 64801
City State Zip


PHONE: 417-206-6816

E-MAIL: van@americanrampcompany.com

DATE: February-08-2022
(Month-Day-Year)

 President
Signature of Officer/Title

DATE: February-08-2022
(Month-Day-Year)

 Vice President
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 22-391-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 22-391-201

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 Holmes Beach, Florida
ADDRESS	5801 Marina Drive, Holmes Beach, FL 34217
CONTACT PERSON	Lynn Burnett
CONTACT EMAIL	cityengineer@holmesbeachfl.org
TELEPHONE NUMBER	941.526.3375
PROJECT, AMOUNT AND DATE COMPLETED	Pour-In-Place Concrete Skatepark, \$150,000, 2020

COMPANY NAME	City of Fort Atkinson, Wisconsin
ADDRESS	101 North Main St., Fort Atkinson, WI 53538
CONTACT PERSON	Scott Lastusky
CONTACT EMAIL	slastusky@fortatkinsonwi.net
TELEPHONE NUMBER	920.563.7781
PROJECT, AMOUNT AND DATE COMPLETED	Pour-In-Place Concrete Skatepark, \$285,000, 2020

COMPANY NAME	City of Auburn, Alabama
ADDRESS	144 Tichenor Ave, Ste.1, Auburn, AL 36830
CONTACT PERSON	Rebecca Richardson
CONTACT EMAIL	brichardson@auburnalabama.org
TELEPHONE NUMBER	334-501-2931
PROJECT, AMOUNT AND DATE COMPLETED	Pour-In-Place Concrete Skatepark, \$300,000, 2019

COMPANY NAME	City of Norman, Oklahoma
ADDRESS	201-C West Gray, Norman, OK 73070
CONTACT PERSON	James Briggs
CONTACT EMAIL	james.briggs@normanok.gov
TELEPHONE NUMBER	405.226.0016
PROJECT, AMOUNT AND DATE COMPLETED	Pour-In-Place Concrete Skatepark, Pro Series Halfpipe, \$970,000, 2020

COMPANY NAME	Borough of Quakertown, Pennsylvania
ADDRESS	35 N. Third Street, Quakertown, PA 18951
CONTACT PERSON	Courtney Boehm
CONTACT EMAIL	c.boehm@quakertown.org
TELEPHONE NUMBER	215.536.5001 x122
PROJECT, AMOUNT AND DATE COMPLETED	Pour-In-Place Concrete Skatepark, \$590,000, 2020

State the number of Years in Business: 23

State the current number of personnel on staff: 140

PROPOSAL FORM D

RFP 22-391-201

Proposal of American Ramp Company, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as American Ramp Company (*) Corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-391-201- Skate Park Replacement.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

BID PROPOSAL FORM E – Project No. 22-391-201
SKATE PARK REPLACEMENT DESIGN/BUILD

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	1	1	11,250	\$ 11,250.00
Design	1	1	5,000	\$ 5,000.00
Equipment (move/reburish)	1	1	20,000	\$ 20,000.00
Construction	1	1	188,750	\$188,750.00
TOTAL BASE BID				\$225,000.00

Company Name American Ramp Company

Total Base Bid for Project Number: 22-391-201

\$ 225,000.00

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

(\$ Two-hundred and twenty-five thousand dollars and zero cents)

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

**BID PROPOSAL FORM E – RFP 22-391-201
CONTINUED**

Company Name American Ramp Company

By 
Authorized Person's Signature

American Ramp Company
Print or type name and title of signer

Company Address 601 S. McKinley Ave.
Joplin, MO 64801

Phone 417-206-6816

Fax 417-206-6888

Email @americanrampcompany.com

Date 1-28-2022

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE
100 Municipal Circle · Raymore, MO. 64083
Phone · 816-892-3045 · Fax · 816-892-3093



ADDENDUM NO. 1
Skate Park Replacement
Project #22-391-201

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - BID OPENING DATE CHANGE Question and clarification.

1. Question: Will the trees need to be removed?

Response: Depends on the design. If they need to be removed, they can be.

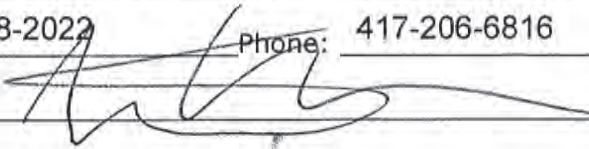
2. Question: Is water and electricity at the site?

Response: Yes water and electricity are both available on the property.

Bid opening date has changed to February 9, 2022 at 10:00 am.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 3, 2022 at 5 p.m.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: American Ramp Company
By: Nathan Bemo
Title: President
Address: 601 S. McKinley Ave.
City, State, Zip: Joplin, MO 64801
Date: 02-08-2022 Phone: 417-206-6816
Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

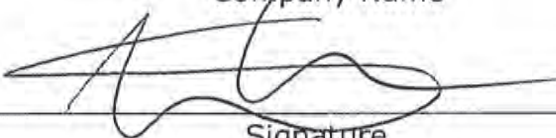
Name/Contractor: Nathan Bemo, President

Company: American Ramp Company

Address: 601 S. McKinley Ave., Joplin, MO 64801

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 22-391-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

American Ramp Company
Company Name

Signature

Name: Nathan Bemo

Title: President

STATE OF MISSOURI COUNTY OF JASPER

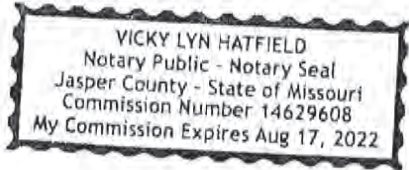
Subscribed and sworn to before me this 8th day of February, 2022.

Notary Public: Vicky Lyn Hatfield

My Commission Expires: August 17th 22 Commission # 14629608

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

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





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 28, 2022

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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3704 - Award of Contract, TruGreen Limited Partnership

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

Award To:	TruGreen Limited Partnership
Amount of Request/Contract:	\$5,182.59
Amount Budgeted:	\$5,671
Funding Source/Account#:	01-07-7320-1020 / 28-28-6430-1010 / 27-27-6430-1010

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 2022	December 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	March 22, 2022
Action/Vote:	5-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Staff solicited proposals for the fertilization program at City facilities including City Hall, Centerview, the RAC and Municipal Circle lot. This contract is a shared service between the Parks & Recreation Department and the Buildings & Grounds Department.

Two proposals were received.

TruGreen Limited Partnership - \$5,182.59

BigGreen Turf Management LLC - \$5,467.00

Staff recommends award of contract to TruGreen Limited Partnership.

BILL 3704

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRUGREEN LIMITED PARTNERSHIP TO PROVIDE FERTILIZATION SERVICES AT MUNICIPAL FACILITIES IN THE AMOUNT OF \$5,182.59.”

WHEREAS, the City utilizes a contracted fertilization company to provide seasonal fertilization and grub control; and

WHEREAS, the staff publicly advertised for fertilization of city facilities; and

WHEREAS, staff reviewed the proposals submitted and found that the proposal of TruGreen Limited Partnership 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 to enter into a guaranteed pricing contract with TruGreen Limited Partnership to provide fertilization services for city facilities.

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

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF MARCH, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CONTRACT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Fertilization Program

Agreement made this _____ day of _____, 2022, between Trugreen Limited Partnership, an entity organized and existing under the laws of the State of Missouri with its principal office located at 5455 Lee's Summit Rd, Lee's Summit, MO 64064, 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 _____, 2022 and coincidental with the Mayor'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 # 22-009 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 # 22-009 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 TERM

Contractor agrees to perform fertilization services as prescribed in the RFP document. This contract is for services provided in an eight month (8 month) period beginning May 1, 2022 and ending December 31, 2022. This term shall automatically extend for two additional one-year (12 month) 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.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for supplies delivered. 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 of non payment for services not rendered.

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

ARTICLE V INSURANCE REQUIREMENTS

Contractor shall provide a certificate of insurance to the City before commencing the work described in the scope of services in the amounts listed in the Standard Contract Terms and Conditions. Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

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.

Contractor 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 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 repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, 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 Contractor hired to do such 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 shall designate a representative 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 such delay or cancellation of performance and execute this agreement in writing.

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 Occupational Safety Health Administration and related federal, state, county, and city regulations.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

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 sub-contractors 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 sub-contractors 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 by telephone or in writing. If the Contractor fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

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

ARTICLE X WARRANTY

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES

The City of Raymore would like to contract our lawn fertilization program. Three facilities are to be included in the program: City Hall, Centerview and the Raymore Activity Center.

The following scope of work is a guide for the services desired at all three locations.

Application	Timeframe	Description
1	February - April	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)
2	April - May	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)
3	June - July	Slow Release Fertilizer Weed Control (Broadleaf weed and other annual weeds)
4	June - July	Grub Control treatment
5	July - August	Weed Control (Broadleaf weed and other summer weeds)
6	September - October	Fall Fertilizer (promotes new growth & summer recovery) Weed Control (Broadleaf weed and other annual weeds)
7	November - December	Winterizer (promotes stronger roots and winter hardiness) Spot treatment of any weeds

Additional Notes:

- Contractors are responsible for accurate measurements and quantities.
- Within the program bid documents, contractors should indicate a liquid or granular fertilizer and other additional details associated with their program / product.
- The native planting area south of the Centerview building should be excluded from any applications.

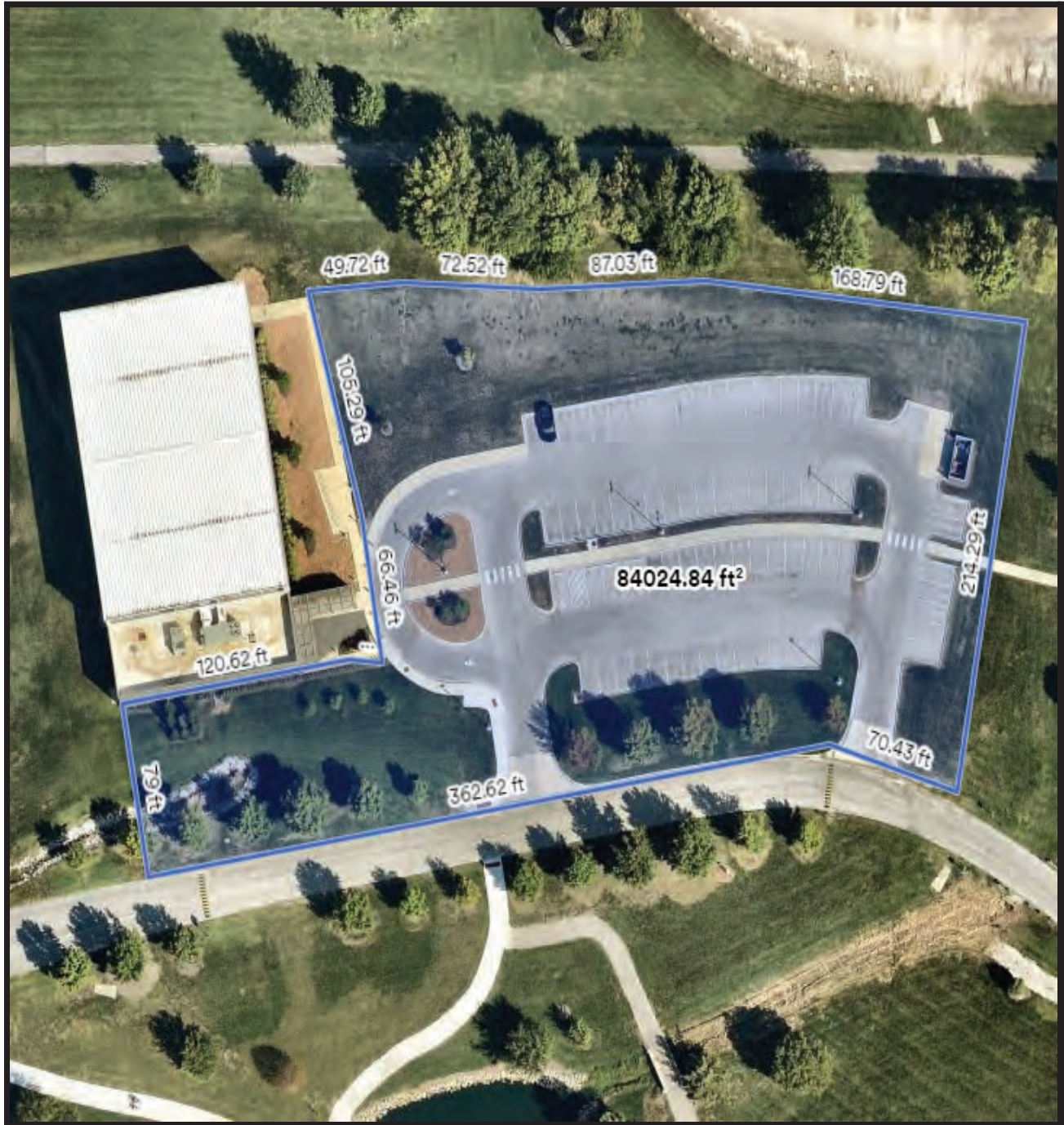
City Hall - 100 Municipal Circle



Centerview - 227 Municipal Circle



Raymore Activity Center - 1011 S Madison



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 Parks Director or their authorized representative. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Parks Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. Contract Period

Contractor agrees to perform fertilization services as prescribed in the RFP document. This contract is for services provided in an eight month (8 month) period beginning May 1, 2022 and ending December 31, 2022. This term shall automatically extend for two additional one-year (12 month) 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 Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Invoices to be paid within 30 days of receipt.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Permits*

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. *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.

Q. *Release of Information*

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

R. *Affidavit of Work Authorization and Documentation*

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PROPOSAL FORM A
RFP 22-009

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: TruGreen Limited Partnership

ADDRESS: 5455 Lees Summit Rd Lees Summit, Mo 64064
Street

ADDRESS: Lees Summit Mo 64064
City State Zip

PHONE: 816-214-0597

E-MAIL: Stacey.Steink@gmail.com

DATE: 3-2-2022 (Month-Day-Year) Stacey Steink / Commercial Sales Manager 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 Entethe Cityise)
- WBE (Women Owned Entethe Cityise)
- Small Business

PROPOSAL FORM B
RFP 22-009

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 subject to any bankruptcy proceeding? Yes ___ No

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 22-009

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	<i>Peterson Companies</i>
ADDRESS	
CONTACT PERSON	<i>Brian Stayton</i>
CONTACT EMAIL	<i>bstayton@Petersoncompanies.com</i>
TELEPHONE NUMBER	<i>816-963-8124</i>
PROJECT, AMOUNT AND DATE COMPLETED	<i>\$7000</i>

COMPANY NAME	<i>Sodexo Grandview School District</i>
ADDRESS	
CONTACT PERSON	<i>Ben Ridgley</i>
CONTACT EMAIL	<i>benjamin.ridgley@sodexo.com</i>
TELEPHONE NUMBER	<i>816-541-1731</i>
PROJECT, AMOUNT AND DATE COMPLETED	<i>30,000</i>

COMPANY NAME	Raytown School District
ADDRESS	5911 Blue Ridge Blvd Raytown Mo
CONTACT PERSON	Josh Hustad
CONTACT EMAIL	Josh.hustad@raytownschools.org
TELEPHONE NUMBER	816-268-7160
PROJECT, AMOUNT AND DATE COMPLETED	\$16,808

COMPANY NAME	City of Grandview
ADDRESS	1200 Main St
CONTACT PERSON	Andy Larson
CONTACT EMAIL	alarson@grandview.org
TELEPHONE NUMBER	816-401-4365
PROJECT, AMOUNT AND DATE COMPLETED	\$2000

COMPANY NAME	City of Gladstone
ADDRESS	7010 W Holmes
CONTACT PERSON	Matt Adams
CONTACT EMAIL	matt@gladstone.mo.us
TELEPHONE NUMBER	816-985-3730
PROJECT, AMOUNT AND DATE COMPLETED	\$25,319

State the number of Years in Business: 48

State the current number of personnel on staff: 10,000 Nation Wide

PROPOSAL FORM D

RFP 22-009

Proposal of TruGreen Limited Partnership organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as TruGreen (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposes and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-009- Beverage Vending and Supply.

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 – RFP 22-009
CONTINUED**

**City of Raymore Fertilization Program
Bid Summary**

Company Name Trugreen Limited Partnership

Total of all three addresses for Project Number: 22-009

\$ 5182.59

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

(\$ _____)

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

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

BEFORE ME, the undersigned authority personally appeared 3-3-2022, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Trugreen

Company: Trugreen Limited Partnership

Address: 5455 Lee's Summit Rd, Lee's Summit MO 64064

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #22-009.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

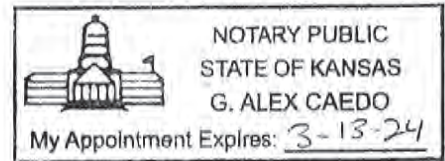
4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Trugreen Limited Partnerships
Company Name

Stacey Steinke
Signature

Name: Stacey Steinke

Title: Commercial Manager



STATE OF Kansas COUNTY OF Johnson

Subscribed and sworn to before me this 3 day of March, 2022.

Notary Public: G. Alex Caedo

My Commission Expires: 03-13-2024 Commission # _____

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

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

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 11, 2022

SUBMITTED BY: David Gress

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 3708: Oak Ridge Farms 4th Phase Rezoning

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: April 5, 2022
Action/Vote: 8-0 Recommended for Approval

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report, Conceptual Development Plan, Memorandum of Understanding

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Sean Seibert, representing CT Midland, is requesting to reclassify the zoning of approximately 9.45 acres located south of W. Pine Street, east of N. Madison Street from "C-2" General Commercial District to "R-3A Multiple Family Residential District"

The proposed rezoning would support an expansion of the existing Oak Ridge Farms subdivision, which has also been developed by the applicant.

The Memorandum of Understanding and Conceptual Plan identify the lots sizes and development standards, and specifies the requirements and process to proceed with further review with City staff. If approved, staff would work with the applicant on a final plat, and site plan for the proposed development.

At its April 5, 2022 meeting the Planning and Zoning Commission voted 8-0 to recommend approval of the rezoning request.

The rezoning request is now submitted for consideration by the City Council

BILL 3708

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "C-2" GENERAL COMMERCIAL DISTRICT TO "R-3A" MULTIPLE FAMILY RESIDENTIAL DISTRICT, A 9.45 ACRE TRACT OF LAND LOCATED SOUTH OF W. PINE STREET, EAST OF N. MADISON STREET, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on April 5, 2022, 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 April 11, 2022, 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 District to "PUD" Planned Unit Development District, for the following property:

All that part of Northwest 1/4 of Section 15, Township 46 North, Range 32 West, Raymore, Cass County, Missouri being more particularly described as follows:

All of Lots 5 thru 9, Heritage Plaza, a subdivision as recorded in the Office of the Recorder, Cass County, Missouri; and

A part of the Southwest quarter of the Northwest quarter of Section 15, Township 46, Range 32, Raymore, Cass County, Missouri, described as follows: Beginning in the East right-of-way line of Missouri State Highway #58 and 809.96 feet North of the South line of said Southwest Quarter of the Northwest Quarter of said Section 15; thence North along said right-of-way line of said highway, 161.5 feet; thence South 89°13'30" East 771.73 feet; thence South 0°02'56" West 178 feet' thence North 88°00' West 771.98 feet to the Point of Beginning, EXCEPT the West 260 feet and that part in roads; and

Part of the Southwest Quarter of the Northwest Quarter of Section 15, Township) 46, Range 32, Raymore, Cass County, Missouri described as follows:

Beginning at a point in the East right-of-way line of Missouri State Highway 58 and 1,134.46 feet North of the South line of said Southwest Quarter of the Northwest Quarter of Section 15; running thence North along said right-of-way line of Highway 58, 192 feet; thence North 89 degrees 30 minutes 47 seconds East 772 feet; thence South 0 degrees 2 minutes 56 seconds West 209 feet; thence North 89 degrees 13 minutes 30 seconds West 771.87 feet to the point of beginning, EXCEPT the West 260 feet and that part in roads.

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 11TH DAY OF APRIL, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: April 11, 2022
Re: Case #22005 Oak Ridge Farms 4th Plat - Rezoning from “C-2” to “R-3A”

GENERAL INFORMATION

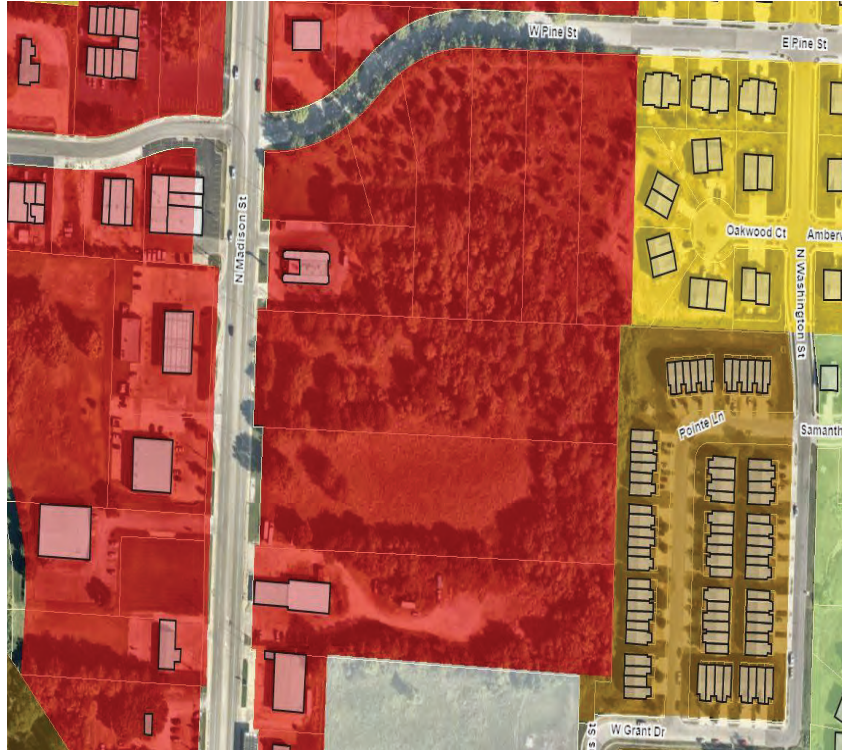
Applicant: Sean Siebert
ORF LLC
3303 Main St.
Grandview, MO 64086

Requested Action: Request for a reclassification of zoning from “C-2” General Commercial District to “R-3A” Multiple-Family Residential District.

Property Location: Generally located south of Pine St, east of N. Madison St.



Existing Zoning: "C-2" General Business District



- North: C-2 and City of Raymore Property (General Commercial)
- East: R-2 (Single and Two-Family) R-3A (Multiple-Family District)
- South: C-2 (General Commercial and BP (Business Park)
- West: C-2 (General Commercial District)

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

Major Street Plan: The Major Thoroughfare Plan Map classifies Pine St as a Minor Collector and N. Madison St. as a Major Arterial.

Legal Description: All that part of Northwest 1/4 of Section 15, Township 46 North, Range 32 West, Raymore, Cass County, Missouri being more particularly described as follows:

All of Lots 5 thru 9, Heritage Plaza, a subdivision as recorded in the Office of the Recorder, Cass County, Missouri; and

A part of the Southwest quarter of the Northwest quarter of Section 15, Township 46, Range 32, Raymore, Cass County, Missouri, described as follows: Beginning in the East right-of-way line of Missouri State Highway #58 and 809.96 feet North of the South line of said Southwest Quarter of the Northwest Quarter of said Section 15; thence North along said right-of-way line of said highway, 161.5 feet; thence South 89°13'30" East 771.73 feet; thence South 0°02'56" West 178 feet' thence North 88°00' West 771.98 feet to the Point of Beginning, EXCEPT the West 260 feet and that part in roads; and

Part of the Southwest Quarter of the Northwest Quarter of Section 15, Township) 46, Range 32, Raymore, Cass County, Missouri described as follows: Beginning at a point in the East right-of-way line of Missouri State Highway 58 and 1,134.46 feet North of the South line of said Southwest Quarter of the Northwest Quarter of

Section 15; running thence North along said right-of-way line of Highway 58, 192 feet; thence North 89 degrees 30 minutes 47 seconds East 772 feet; thence South 0 degrees 2 minutes 56 seconds West 209 feet; thence North 89 degrees 13 minutes 30 seconds West 771.87 feet to the point of beginning, EXCEPT the West 260 feet and that part in roads.



Looking south from Pine St.



Looking southeast from intersection of Pine and Madison



Looking east from N. Madison St. (South of Sonic)



Looking northeast from Perkins Parking Lot.

Advertisement: March 17, 2022 **Journal** newspaper
Mar 24, 2022 **Journal** newspaper

Public Hearing: April 5, 2022 Planning Commission meeting
April 11, 2022 - City Council 1st Reading

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
Exhibit 7. Applicant's Conceptual Plan
Exhibit 8. Memorandum of Understanding
Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to reclassify the zoning classification from existing "C-2" General Commercial District to "R-3A" Multiple-Family Residential District.

REZONING REQUIREMENTS

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

Section 470.020 (B) states:

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

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

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

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

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. Heritage Plaza Lot 1 (Final Plat) was approved on August 26 1985.
2. Heritage Plaza 2nd Plat (Final Plat) was approved on October 25, 1985.

3. Heritage Plaza (Revised Preliminary Plat) was approved on October 28, 1985.
4. The "R-3" Multiple-Family residential zoning for the Pointe at Raymore Townhomes to the southeast was approved on September 23, 1985.
5. Heritage Plaza Lot 10 (Final Plat) was approved October 27, 1986
6. Oak Ridge Farms 3rd Plat was approved to be rezoned from "R-1" Single-family Residential District to "PUD" Planned Unit Development District on September 28, 2020.
7. The two large lots to the south as part of the proposed rezoning remain unplatted at this time.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor meeting was held on Wednesday, March 23, 2022 in Harrelson Hall at Centerview. 7 people attended, including Business owners located near the subject property and residents of Oak Ridge Farms. Applicant Sean Siebert also attended to make the presentation and answer questions and concerns. City Planner Dylan Eppert and Development Services Director represented City staff. The comments below provide a summary of the meeting:

Sean Siebert began the meeting by briefly explaining the project. The property is proposed to be rezoned from "C-2" General Commercial District to "R-3A" Multiple-Family Residential District. The proposed concept plan consists of 112 dwelling units as well as keeping the western most portion that abuts N. Madison St. at its current zoning of "C-2" General Commercial District. Mr. Siebert is planning for the development to be under a single ownership and common areas to be maintained by the Home Owners Association (HOA). The units will be very similar to the Sunset Plaza development architecturally speaking. These units will all have at least one garage as well as a driveway to serve each dwelling unit. The development will be served with private streets and access coming from Pine St.

Attendees had the following questions regarding the project:

- 1. There was a question about the access as there was some confusion.**

Sean: The access will be from Pine St. The secondary access is only for the Fire Department.

- 2. How accurate is the property line?**

Sean: The land surveyor is still doing some survey work but the lines are close but not completed at this point.

3. How will Lot 4 (SW Corner of 58 Hwy & Pine) be used?

Sean: The hope is for Sean to work with the City to be able to widen Pine St. and place a median there to be able to add some beautification when people turn on Pine from Madison street into his new development.

4. Why would we want to rezone Commercial lots to residential?

Gress: This property has sat vacant for a number of years without any real interest. The commercial is not being completely taken as there will be some pad sites for commercial south of Sonic and north of Perkins. The land is not ideal as there is a sanitary line that runs through the property, heavily tree'd and has some topography issues to contend with.

5. A resident had heard there was a proposed project worth 15 or 20 million dollars at one time, is that true?

Gress: To the best of my knowledge that is not true as I have been with the City for almost 6 years and have not heard of this proposed project.

6. Will any of these be single family homes?

Sean: No, they will for the most part be 4-plex/townhomes. I do however, have some single family homes in Oak Ridge Farms 3rd plat that are being built right now.

7. Will this product be low income?

Sean: No this will have rents from \$1495 to \$1895 a month depending on the number of bedrooms and garage. I want to have a diversity of products so that I can reach people in the \$1300 to \$1500 market as well as the \$1800 to \$2000 market will average in the middle around \$1700 a month.

8. Who will maintain the property?

Sean: The property will be maintained by the applicant. This will be a single lot with common areas. This development will be part of the existing Oak Ridge Farms HOA

9. As time goes on, how can we be assured this won't end up like other similar developments that have not been maintained?

Eppert: Other similar developments are able to sell individual units while this development has private streets which our code will not allow for lots to be split when driveways access private streets. It has to be a public street. Also, there will be MOU's

and development agreements in place to help aid in this project to ensure the developer does what they promise they will do.

10. How will storm water be handled?

Sean: We are still working on that, as the plan is to try and direct stormwater to the existing detention ponds with the current Oak Ridge Farms plats.

STAFF COMMENTS

1. The northern portion of the subject property had an approved preliminary plat dating back to 1985 however, the southern portion has remained unplatted.
2. The property is owned by the same individual who developed Oak Ridge Farms and Sunset Plaza.
3. **Section 420.010 Use-Specific Standards, Residential Uses**

a. Single-Family Attached and Multiple-Family Dwellings

i. Number of Buildings per Lot

Multiple buildings containing attached single-family and multiple-family dwellings are permitted on a single zoning lot.

ii. Number of Units per Building

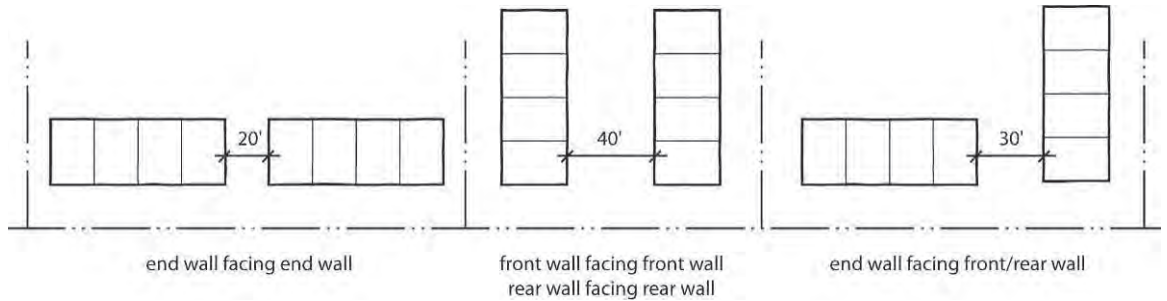
1. No more than eight attached single-family dwelling units are permitted within a single building.
2. There is no limit on the number of multiple-family dwellings permitted within a single building.

iii. Minimum Separation between Buildings

Single-family attached and multiple-family buildings situated around a courtyard will have the following minimum distance requirements as measured between exterior walls:

1. back to back, 40 feet;
2. front to front, 40 feet;
3. end to end, 20 feet;
4. end to back, 30 feet;
5. end to front, 30 feet;
6. no dwelling unit will face directly upon the rear of a building; and

7. service areas and vestibules, porches, balconies and canopies not extending more than 10 feet from the building, will be excluded from the distance requirements of this section.



4. The uses permitted in the R-3A district are as follows:

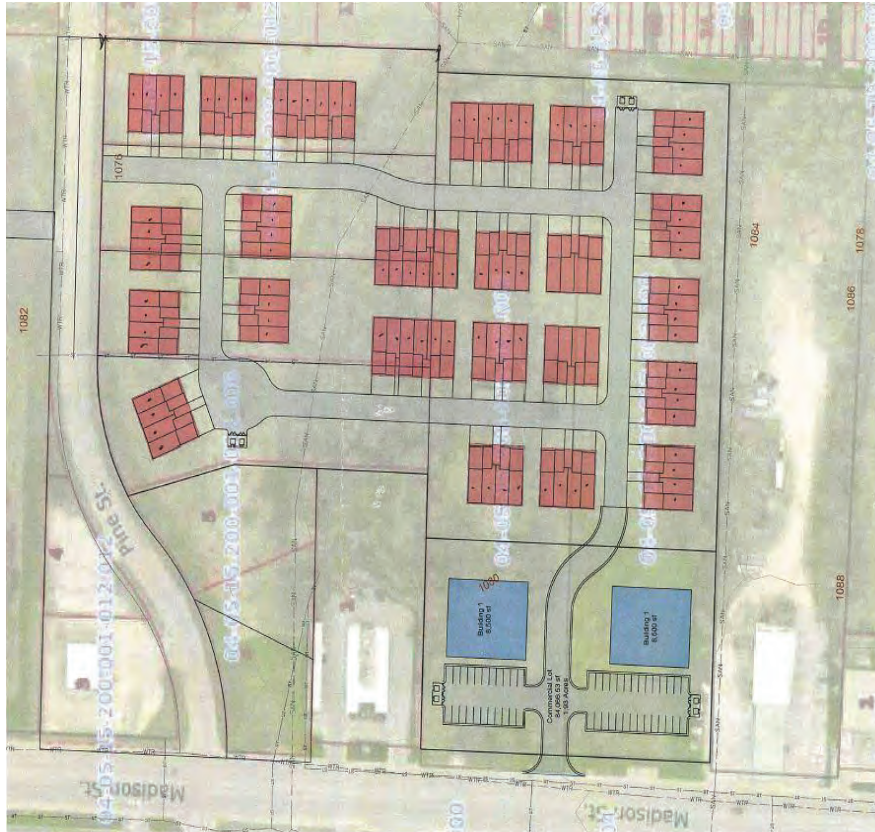
Use	R-3A	Use Standard
RESIDENTIAL USES		
Household Living		
Single-family Dwelling, Detached (conventional)	-	
Manufactured Home Residential – Design	-	Section 420.010D
Single-family Dwelling, Attached	S	Section 420.010A
Two-family Dwelling (Duplex)	P	
Multi-family Dwelling (3+ units)	S	Section 420.010A
Apartment Community	-	Section 420.010A
Cluster Residential Development	S	Section 420.010B
Manufactured Home Park	C	Section 420.010C
Employee Living Quarters	-	
Accessory Dwelling, Attached	S	Section 420.050E
Accessory Dwelling, Detached	S	Section 420.050E
Group Living		
Assisted Living	C	
Group Home	S	Section 420.010E
Nursing Care Facility	C	
Transitional Living	C	
Group Living Not Otherwise Classified	C	
PUBLIC AND CIVIC USES		
Cultural Exhibit or Library	C	
Government Buildings and Properties	C	
Place of Public Assembly	C	
Public Safety Services	C	
Religious Assembly	P	
School	P	
Utilities		
Major	C	
Minor	P	
COMMERCIAL USES		
Animal Services		
Kennel	-	Section 420.030E

Use	R-3A	Use Standard
Day Care		
Day Care Home	S	Section 420.030C
Entertainment and Spectator Sports		
Indoor	-	
Outdoor	-	
Funeral and Interment Services		
Cemetery	C	
Funeral Home	-	
Lodging		
Bed and Breakfast	-	Section 420.030H
Medical Marijuana Cultivation Facility	-	Section 420.030N
Sports and Recreation, Participant		
Outdoor	C	
Indoor	-	
OTHER USES		
Accessory Uses	S	Section 420.050
Agricultural Uses		
Farming	-	
Boarding Stables and Riding Schools	-	Section 420.040A
Home Occupation	S	Section 420.040B
Parking		
Accessory Parking	P	
Wireless Communication Facility		Section 420.040C
Colocated	S	
Small Wireless Facility	S	Section 420.040C

5. The Bulk Dimensional Standards for a property zoned “R-3A” Multiple-Family Residential District are shown below:

R-3A	
Minimum Lot Area	
per lot	12,000 Sq Ft.
Per dwelling unit	2,000 Sq Ft.
Minimum Lot Width (feet)	90
Minimum Lot Depth (feet)	120
Yards, Minimum (feet)	
front	30
rear	30
side	10
Maximum Building Height (feet)	50
Maximum Building Coverage (%)	40

6. The subject property is identified in the City of Raymore's Growth Management Plan as "Commercial" however this property has remained vacant. The concept plan allows for two commercial pad sites while being able to transition to high density residential then medium/low density.
7. The definition of High Density in the Growth Management Plan is as follows: "Attached single-family (townhomes) and multi-family buildings characterize high density residential land use. This district is often located close to arterial roadways and can serve as a buffer between lower density residential and commercial districts."
8. The applicant is proposing a multi-unit, multi-family residential development under common ownership and maintenance.
9. Though not required, staff prepared a Memorandum of Understanding for the rezoning of the property. The MOU will restrict future development to the number of units and general layout of the submitted conceptual plan. The MOU will be finalized prior to 1st reading by the City Council of the rezoning application.
10. If the rezoning is approved, the next step would be Site Plan approval then Final Plat approval.
11. The rezoning request was discussed in our monthly meeting with the administration of the Raymore-Peculiar School District to get their feedback. The school district indicated they were "aware of the development and do not feel it would cause a negative impact on our ability to meet the needs of the students".
12. A landscape buffer is required between the subject property and the "R-2" single and two-family residential development to the northeast. Also, the applicant will be required to maintain the trees along pine street.
13. The conceptual plan for Oak Ridge Farms 4th Plat that was shared as part of the Good Neighbor meeting proposes approximately 112 multiple-family dwellings that will abut private streets contained within the development. This conceptual plan will be the basis for submittal of the Site Plan for the subdivision as illustrated below:



ENGINEERING DIVISION RECOMMENDATION

See attached memorandum.

STAFF PROPOSED FINDINGS OF FACT

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

1. **the character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property;** The character of the surrounding neighborhood is a mixture of two-family, multiple family and commercial uses.
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 consists of commercial to the west, two-family and multiple-family to the east, , to the south is commercial (Perkins) and to the north is Wildwood Boutique and City owned property. There are some topography issues, heavily treed as well as a small creek running through the subject property.

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

The Growth Management Plan identifies this property as appropriate for Commercial development, defined as “Areas most appropriate for retail uses, offices, and most commercial businesses are designated in this category.”

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

The subject property is currently not suitable for commercial development as there are many factors that hinder that kind of development in the proposed location. The topography is a challenge for not only the subject property but existing commercial businesses as well. The deep and narrow lots that abut N. Madison makes it difficult to develop fully as usable commercial ground, and there is a small creek that crosses the subject property as well as a sanitary sewer easement.

The proposed concept plan would enable site ready commercial pad sites while providing an excellent buffer between the commercial areas and the medium/low density areas to the east.

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

Property to the north consists of Wildwood Boutique and City owned property.

Property to the east was developed by the applicant.

The Pointe was developed as an R-3A development.

Property to the south is the Perkins property.

Property to the west is Sonic and vacant lots.

Developments to the east (Oak Ridge Farms, The Point, Heritage Hills) all started out as “R-1” Single-Family Residential District and have been rezoned to a higher density and use.

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

The proposed zoning map amendment would not detrimentally affect the surrounding properties. The subject property would provide a buffer between the commercial and lower density residential properties. This land has been vacant for years despite being commercially zoned platted lots.

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

Adequate public infrastructure is available to serve the site, or will be available at the time development of the property occurs. There is existing water and sanitary sewer infrastructure to serve the property. The adjacent road network can adequately serve the site. Pine St. will serve as the sole access to the development and the road's interior to the site will be maintained as private.

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 the development would provide another housing option for current and future residents of Raymore as well as provide a good opportunity to have future commercial development to complement existing commercial businesses. The proposed development provides a logical barrier between 58 Highway, commercial development, and other adjacent land uses.

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

There will be no gain to the public health, safety and welfare of the community as a result of the denial of the application.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	April 5, 2022	April 11, 2022	April 25, 2022

STAFF RECOMMENDATION

The rezoning of the subject property from "C-2" General Commercial District to "R-3A" Multiple-Family Residential District which would provide a logical buffer between Commercial (west) and medium density (east). The proposed rezoning will provide a residential development that is compatible with the surrounding land uses while retaining the commercial zoning of property that is viable for commercial development.

City staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #22005, reclassification of zoning from existing "C-2" General Commercial District to "R-3A" Multiple-Family Residential District" of approximately 9.45 acres, to City Council with a recommendation of approval.

PLANNING COMMISSION RECOMMENDATION

At its April 5th, 2022 meeting, the Planning Commission voted 8-0 to accept the staff proposed findings of fact and forward case #22005, reclassification of zoning from existing "C-2" General Commercial District to "R-3A" Multiple-Family Residential District" of approximately 9.45 acres, to City Council with a recommendation of approval.



Memorandum of Understanding
for
Oak Ridge Farms 4th Phase
Rezoning

Legal Description Contained on Pages 2-3

Between CT Midland, LLC, Grantor,

and

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

April 25, 2022

MEMORANDUM OF UNDERSTANDING
Oak Ridge Farms 4th Phase Rezoning

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE REZONING AND DEVELOPMENT OF THE OAK RIDGE FARMS SUBDIVISION is made and entered into this **25th** day of **APRIL , 2022**, by and between CT Midland, LLC (“Sub-Divider”) also being referred to herein as “Grantors”; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri (“City”).

WHEREAS, Sub-Divider seeks to obtain rezoning approval from “C-2” General Commercial District to “R-3A” Multiple-Family Residential District from the City for a subdivision to be known as Oak Ridge Farms Subdivision, proposed to be located in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

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

PROPERTY DESCRIPTION

All that part of Northwest 1/4 of Section 15, Township 46 North, Range 32 West, Raymore, Cass County, Missouri being more particularly described as follows:

All of Lots 5 thru 9, Heritage Plaza, a subdivision as recorded in the Office of the Recorder, Cass County, Missouri; and

A part of the Southwest quarter of the Northwest quarter of Section 15, Township 46, Range 32, Raymore, Cass County, Missouri, described as follows: Beginning in the East right-of-way line of Missouri State Highway #58 and 809.96 feet North of the South line of said Southwest Quarter of the Northwest Quarter of said Section 15; thence North along said right-of-way line of said highway, 161.5 feet; thence South 89°13'30" East 771.73 feet; thence South 0°02'56" West 178 feet' thence North 88°00' West 771.98 feet to the Point of Beginning, EXCEPT the West 260 feet and that part in roads; and

Part of the Southwest Quarter of the Northwest Quarter of Section 15, Township) 46, Range 32, Raymore, Cass County, Missouri described as follows: Beginning at a point in the East right-of-way line of Missouri State Highway 58 and 1,134.46 feet North of the South line of said Southwest Quarter of the Northwest Quarter of Section 15; running thence North along said right-of-way line of Highway 58, 192 feet; thence North 89 degrees 30 minutes 47 seconds East 772 feet; thence South 0 degrees 2 minutes 56 seconds West 209 feet; thence North 89 degrees 13 minutes 30 seconds West 771.87 feet

to the point of beginning, EXCEPT the West 260 feet and that part in road

CONCEPTUAL DEVELOPMENT PLAN

1. Sub-Divider intends to develop the entire property as an extension of the existing Oak Ridge Farms community, containing a mixture of attached single family dwellings in the manner shown on the Conceptual Development Plan, attached and incorporated herein as Exhibit A.

2. Zoning and Land Use

- a. The zoning for the entire Property shall be “R-3A” Multiple Family Residential District
- b. Land Use
 1. Attached Single Family Dwellings, as defined by Section 485.010 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special conditions.
 - a. Attached Single Family Dwellings shall comply with the Use Standards as defined by Section 420.010A of the Unified Development Code
 2. Accessory uses, including community swimming pools, community clubhouses, playgrounds or other passive/active recreation items are permitted within common or open space areas.

3. Bulk and Dimensional Standards Table:

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

Minimum Lot Area	12,000 sq. ft.
Minimum Lot Area per Unit	2,000 sq. ft
Minimum Lot Width	90 ft.
Minimum Lot Depth	120 ft.
Minimum Front Yard	30 ft.
Minimum Rear Yard	30 ft.

Minimum Side Yard	10 ft.
Minimum Side Yard Corner Lot	30 ft.
Maximum Building Coverage	40%
Maximum Building Height	50 ft.

4. Landscaping & Screening

- a. A Type-A screen shall be required along the east property line for the portion of the development that abuts the Heritage Hills 6th Plat.
- b. A Type-A screen shall be required along the western property line for the portions of the property that abut the Heritage Plaza 2nd and Heritage Plaza 3rd Plats.
- c. A Type-A screen shall also be required to be installed upon commercial lots 1 and 2 that abut the proposed development at the time such properties develop. Such screening shall be the responsibility of the developer of the commercial properties.
- d. One yard tree shall be provided in the front yard for each dwelling unit. Corner lots shall be provided with one tree in each front yard.
- e. All required landscaping shall comply with Chapter 430 of the Unified Development Code. No details as to plant location, type or size is required as part of the Conceptual Development Plan.
- f. A final landscaping plan identifying plant location, type or size shall be submitted as part of the Site Plan
- f. All required landscaping shall be installed prior to the issuance of any Certificate of Occupancy for the applicable building.
- g. All existing trees along the south side of Pine Street shall be preserved where practical.

5. Parking

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

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

PHASING SCHEDULE

1. The Development may be constructed in phases

FINAL PLATS

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

SITE PLAN

1. A Site Plan application shall be filed for the development in accordance with the Unified Development Code

BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

1. Building permits may be issued for units within the proposed development upon approval of the site plan.
2. No Certificate of Occupancy shall be issued for any building prior the the recording of the Final Plat
3. No Certificate of Occupancy shall be issued for any building prior to the acceptance of all public improvements for the development.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. The internal roadways serving the development shall be private roads/drives and shall be maintained by the developer/property owner.
- b. Access to individual buildings and units shall be restricted to private internal roads only. No access to individual buildings and units shall be provided off of Pine Street.

2. Pedestrian Improvements

- a. An eight foot (8') wide sidewalk/trail shall be constructed across all lots on the south side of Pine Street.
- b. Sidewalks on internal private roads shall not be required, but are encouraged.
- c. Sidewalks on residential lots shall be constructed prior to the issuance of a Certificate of Occupancy for the home.

SANITARY SEWER IMPROVEMENTS

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

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the City of Raymore.
2. Water service shall be provided to each lot and each building by the Developer.
2. All improvements to the water service system shall comply with the requirements of the City of Raymore and with the requirements of the South Metropolitan Fire Protection District.

STORMWATER IMPROVEMENTS

1. The Developer shall submit a stormwater management plan as part of the site plan application
2. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
3. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.
4. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

SOUTH METROPOLITAN FIRE PROTECTION DISTRICT

1. All requirements of the Fire Code adopted by the South Metropolitan Fire Protection District shall be complied with.
2. Building permits are required for all structures from the South Metropolitan Fire Protection District separate from the City of Raymore.

STREET NAMES AND ADDRESSING

1. The City Addressing and Street Naming Policy shall be followed for the assignment of addresses issued for all buildings in the development. The

City is solely responsible for the final designation of street names and addresses.

PARKLAND DEDICATION

1. Parkland dedication shall be addressed in accordance with Section 445.040(H) of the Unified Development Code, which states that the greater of \$10,000/acre or the actual purchase price of the amount of land to be donated shall be paid as fee-in-lieu.
2. Total Parkland fee-in-lieu shall be determined upon the submittal of the Final Plat, and shall be calculated based upon the total number of proposed dwelling units contained within the Final Plat.
3. Parkland fee-in-lieu shall be paid at the time the developer submits a final plat application.

OPEN SPACE

1. Common open space shall be provided in accordance with the approved Conceptual Development Plan. All privately owned open space, common area, or amenity shall be constructed and maintained by the Home Owner's Association.
2. A minimum of 20% of the overall development shall be provided in the form of common open space.

SIGNAGE

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

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Sub-Divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants contained herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties

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

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to CT Midland, LLC at:

CT Midland, LLC
Attn: Sean Seibert
3303 Main Street
Grandview, MO 64030

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Jean Woerner, City Clerk

Sub-Divider – Signature

Printed Name

Sub-Divider – Signature

Printed Name

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

Stamp:

Notary Public: _____ My Commission Expires: _____



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 11, 2022

SUBMITTED BY: David Gress

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 3709: Allera PUD Rezoning and Preliminary Development Plan

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
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: April 5, 2022
Action/Vote: 8-0 Recommended for Approval

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report, Memorandum of Understanding, Preliminary Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Brad Kempf, representing Clayton Properties Group Inc. and current property owner Hunt Midwest Real Estate LLC, is requesting to reclassify the zoning of 52.05 acres located on the west side of Dean Avenue, south of Johnston Drive from "R-1P" Single-Family Residential Planned District to "PUD" Planned Unit Development District. A reclassification of zoning to PUD includes a preliminary plan for the Allera subdivision, a proposed 171-lot single-family residential community.

At its April 5, 2022 meeting the Planning and Zoning Commission voted 8-0 to recommend approval of the rezoning request.

BILL 3709

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R-1P" SINGLE FAMILY RESIDENTIAL PLANNED DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 52 ACRE TRACT OF LAND LOCATED SOUTH OF JOHNSTON DRIVE, WEST OF DEAN AVENUE, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on April 5, 2022, 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 April 11, 2022, 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 District to "PUD" Planned Unit Development District, for the following property:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18. TOWNSHIP 46 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF RAYMORE CASS COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, P.L.S. 2002014092. AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 18: THENCE SOUTH 03°31'38" WEST ON THE EAST LINE OF SAID SOUTHEAST QUARTER, 84.80 FEET; THENCE NORTH 86°28'22" WEST, 171.07 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED SAID POINT ALSO BEING A POINT OFN THE WESTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE AS NOW LOCATED: THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING 11 CALLS, SOUTH 03°30'19" WEST, 905.45 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 03°29'39 WEST WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'40" AND AN ARC DISTANCE OF 31.42 FEET: THENCE NORTH 86°29'41 WEST, 13.34 FEET THENCE SOUTH 03°30'19" WEST, 50.00 FEET, THENCE SOUTH 86°29'41" EAST, 13.34 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86°30'21 EAST WITH A RADIUS OF 20.00 FEEA CENTRAL ANGLE OF 90°00'40" AND AN ARC DISTANCE OF 31.42 FEET: THENCE SOUTH 03°30'19 WEST, 945.75 FEET: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 03°30'18" WEST WITH A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 23.56 FEET, THENCE SOUTH 03:30'18" WEST, 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86°29'42" EAST WITH A RADIUS OF 15.00 FEET. A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 23.56 FEET: THENCE SOUTH 03°30'18" WEST. 480.25 FEET: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'12" AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST LUCY WEBB ROAD; THENCE ON SAID NORTHLY RIGHT-OF-WAY LINE THE FOLLOWING 4 CALLS, NORTH 86°29'30 WEST, 470.41 FEET; THENCE SOUTH 03°05'59" WEST. 13.35 FEET; THENCE NORTH 80°57'34" WEST 96.62 FEET, THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 86°54'01" WEST WITH A RADIUS OF 246.48 FEET. A CENTRAL ANGLE OF 85°00'00" AND AN ARC DISTANCE OF 365.66 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 49: THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING 2 CALLS, NORTH 01°54'01" WEST 1.050 10 FEET, THENCE NORTHERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 3,069.79 FEET, A CENTRAL ANGLE OF 16°57'11" AND AN ARC DISTANCE OF 908.30 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF JOHNSTON DRIVE AS NOW LOCATED THENCE NORTH 70°35'08 EAST ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 523.53 FEET; THENCE CONTINUING ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF JOHNSTON AVENUE THE FOLLOWING 3 CALLS, NORTH 70°36'24 EAST, 139.33 FEET: THENCE NORTH 70°34'56 EAST, 139.37 FEET: THENCE EASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 19:56'03 AND AN ARC DISTANCE OF 407.06 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF

SAID DEAN AVENUE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A COMMON TANGENT WITH THE LAST DESCRIBED COURSE WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 92 59 19 AND AN ARC DISTANCE OF 32 46 FEET TO THE POINT OF BEGINNING.

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

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

DULY READ THE FIRST TIME THIS 11TH DAY OF APRIL, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: April 11, 2022
Re: **Case #22006 Rezoning; Allera, "R-1P" to "PUD"**

GENERAL INFORMATION

**Applicant/
Property Owner** Clayton Properties Group, Inc.
% Bradley Kempf
130 SE 30th St.
Lee's Summit, MO 64082

Requested Action: Requesting to reclassify the zoning of 52.05 acres "R-1P" Single Family Residential Planned District to "PUD" Planned Unit Development District.

Property Location: Generally, located north of Lucy Webb Rd, west of Dean Avenue, and south of Benton House.



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



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

Major Street Plan: The Major Thoroughfare Plan Map classifies Dean Ave. as a Minor Arterial, and Lucy Webb Rd. as a Major Collector.

Legal Description:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18. TOWNSHIP 46 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF RAYMORE CASS COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, P.L.S. 2002014092. AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 18: THENCE SOUTH 03°31'38" WEST ON THE EAST LINE OF SAID SOUTHEAST QUARTER, 84.80 FEET; THENCE NORTH 86°28'22" WEST, 171.07 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED SAID POINT ALSO BEING A POINT OFN THE WESTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE AS NOW LOCATED: THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING 11 CALLS, SOUTH 03°30'19" WEST, 905.45 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 03°29'39" WEST WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'40" AND AN ARC DISTANCE OF 31.42 FEET: THENCE NORTH 86°29'41" WEST, 13.34 FEET THENCE SOUTH 03°30'19" WEST, 50.00 FEET, THENCE SOUTH 86°29'41" EAST, 13.34 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86°30'21" EAST WITH A RADIUS OF 20.00 FEEA CENTRAL ANGLE OF 90°00'40" AND AN ARC DISTANCE OF 31.42 FEET: THENCE SOUTH 03°30'19" WEST, 945.75 FEET: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 03°30'18" WEST WITH A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 23.56 FEET, THENCE SOUTH 03:30'18" WEST, 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86°29'42" EAST WITH A RADIUS OF 15.00 FEET. A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 23.56 FEET: THENCE

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Looking north from where Harmon Rd and Lucy Webb intersect.



Looking southeast from Benton House



Looking east from southern stub street off Dean Ave.



Looking east from middle stub street off Dean Ave.

Advertisement: March 17, 2022 **Journal** newspaper
March 24, 2022 **Journal** newspaper

Public Hearing: April 5, 2022 Planning Commission meeting
April 11, 2022 City Council

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owners**
Exhibit 2. Notice of Publication
Exhibit 3. Unified Development Code
Exhibit 4. Application
Exhibit 5. Growth Management Plan
Exhibit 6. Staff Report
Exhibit 7. Preliminary Plan
Exhibit 8. Memorandum of Understanding

Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to reclassify the zoning designation of 52.05 acres from "R-1P" Single Family Residential Planned District to "PUD" Planned Unit Development, including the Preliminary Plan for the proposed subdivision.

REZONING REQUIREMENTS

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

Section 470.020 (B) states:

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

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

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

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

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

- The subject property was approved to be rezoned from "A" Agriculture and "M-1" Light Industrial to "R-1P" Single Family Residential Planned District February 9, 2004.
- The original preliminary plat for the Timber Trails Subdivision was approved on February 9, 2004.
- Timber Trails 2nd Plat was approved by the City Council on February 14, 2005
- At its August 11, 2014 meeting City Council approved a conditional use permit for a senior living facility (Benton House) to be located north of the subject property. .

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor meeting was held on Wednesday March 16, 2022 in the Council Chambers of City Hall. 3 residents attended the meeting, along with the City Planner, Dylan Eppert and Development Services Director, David Gress. Brad Kempf and Kyle Jones representing Clayton Properties Group LLC. and finally Dan Foster and Jim Long project engineers. The comments below provide a summary of the meeting:

1. How long would it take to start breaking ground?

Brad: Around 6 months after all City review and approvals.

2. Will there be trails that people can use? Public or Private?

Brad: There will be trails that people will be able to use and the HOA will maintain the trails.

3. What size will the homes be?

Brad: Range from 1,100 to 2,600 square feet.

4. What is the price range of the homes?

Brad: The homes will range from \$250,000 to \$450,000.

5. Who will be building the homes?

Brad: Summit Homes

6. Storm Water questions?

Dan: The three ponds are planned to be wet features.

7. Will these homes be on slabs?

Brad: All homes will have basements.

8. Does the project meet City Code?

Gress: With a PUD the standards are set by the applicant and Staff reviews the proposal to ensure City Code is met with the information that is provided.

9. Are there any similar projects in the area?

Brad: No this is a new concept in the area that Summit Homes wants to pursue.

10. Will the project affect Dean Ave. and the Outer Rd with regards to traffic.

Gress: No, Dean Ave. was built to be able to anticipate far more traffic than the road currently sees on a daily basis. The Outer Rd. is controlled by MODOT but with the Johnston Dr. extension being completed by the applicant

this should help alleviate traffic concerns and issues with having another alternative route to use.

STAFF COMMENTS

1. The subject property proposes 170 single family lots while the original preliminary plat for Timber Trails had shown 164 single family lots.
2. The development standards for the existing and proposed zoning districts are as follows:

Lot Type	Lot A	Lot B	Lot C	Lot D
<i>Minimum Lot Area</i>	6,500 sq. ft	7,800 sq. ft	5,750 sq. ft	4,725 sq. ft.
<i>Minimum Lot Width</i>	65 feet	65 feet	50 feet	45 feet
<i>Minimum Lot Depth</i>	100 feet	120 feet	115 feet	105 feet
<i>Minimum Front Yard</i>	25 feet	25 feet	25 feet	25 feet
<i>Minimum Rear Yard</i>	25 feet	25 feet	25 feet	25 feet
<i>Minimum Side Yard</i>	5 feet	5 feet	5 feet	5 feet
<i>Minimum Side Yard, exterior</i>	15 feet	15 feet	15 feet	15 feet
<i>Maximum Building Height</i>	35 feet	35 feet	35 feet	35 feet
<i>Maximum Building Coverage</i>	45%	45%	45%	45%

3. The original Timber Trails Preliminary Plat included a parkland dedication of approximately 15.04 acres of land for future park land use based upon the previously approved preliminary plat. No parkland dedication is required as part of this development.
4. The subject property is proposing a live/work component located at the northeast corner, this concept would be new to Raymore as the intent is to have commercial uses on the main floor while having dwelling units above on the second floor.

5. Dwelling Units Located Above the Ground Floor, as defined by Section 485.010 of the Unified Development Code shall be permitted within the area identified as "Live/Work", subject to compliance with any special conditions.

(a). Non-residential uses contained within units under this classification shall be limited to the commercial uses allowed in the "PO" Professional Office, "C-1" Neighborhood Commercial, "C-2" General Commercial, and "C-3" Regional Commercial zoning districts, subject to compliance with any special conditions, as defined by Section 410.020 of the Unified Development Code, with the exceptions listed below:

1. adult businesses;
2. firearm sales or instruction;
3. pet stores, kennels, and veterinary clinics;
4. liquor and tobacco sales;
5. medical marijuana facilities;
6. motor vehicle repair, sales or service;
7. gas stations;
8. drive-thru facilities;
9. banks, loan establishments, or pawn shops;
10. hotel or motel
11. sports and recreational uses;
12. funeral and interment services;
13. accessory and indoor storage;

6. The applicant has agreed to complete the construction of Johnston Dr. to be able to meet their timeline with the proposed development, the intent is to partner with the City to do a reimbursement agreement.

7. A Type-A screen shall be required as a separation between the Detached Single Family dwellings and the Live/Work units.

8. Off-street Parking shall be provided for each home as follows:

Use	Minimum Parking Spaces Required
Single Family Dwelling	2 spaces per dwelling unit
Live/Work	2 spaces per dwelling unit; Plus, 1 space per 300 square feet of commercial and/or retail space.

9. Off-street parking shall be provided within common area tracts on Tract B at the time the subdivision amenities in Tract B as follows

Private Recreation Facilities	1 space for each 4,000 square feet of area devoted to recreational use
-------------------------------	--

10. In our monthly meeting Staff discussed this project with the Raymore-Peculiar School District and they are aware of the project and will be able to handle the volume this project could produce.
11. South Metro Fire Department has reviewed the plan, secondary access will be required per IFC 2018 since there will be more than 30 dwelling units.
12. The following amenities are provided in the Preliminary Development Plan:
- a. Swimming Pool
 - b. Clubhouse
 - c. Playground
 - d. Walking trails
 - e. Multi-purpose turf activity area(s)
 - f. Landscape Buffer Areas
 - g. Stormwater ponds with decorative fountains - Stormwater control/treatment
13. The MOU is required if the reclassification of zoning is approved. The MOU is binding on the applicant and subsequent owner of the lots. Any change to the MOU or Preliminary Development Plan will require approval of the City Council.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

1. **the character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property;** The character of the surrounding neighborhood consists of a mixture of developed and mostly undeveloped land, including maintenance provided senior-living units (Benton House) and single family homes.
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 single family (Timber Trails) to the east . Undeveloped and senior-living

maintenance provided units (Benton House) to the north of the subject property, I-49 to the west and undeveloped land to the south.

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

The Growth Management Plan identifies this property as appropriate for low density residential development. The project proposes some smaller lot sizes with some of their products but is offset by providing a new product being the live/work units which would complement Benton house and the zoning for the undeveloped area to the north.

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

The Growth Management Plan identifies this property as appropriate for low density residential development. The rezoning allows for both single family attached and live/work style lots - defined as Dwelling Units Located Above the Ground Floor by Section 485.010 of the Unified Development Code.

This project largely is consistent with the original approved preliminary plat but provides more green space and an amenity package that was not originally proposed. The MOU speaks directly to the uses that are prohibited as well as permitted within the live/work component.

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;**

The trend of development near the subject property has been slow in recent years. But is starting to gain traction with Timber Trails 3rd Plat in the Final Plat stage of the process, the rezoning of a portion of Tract 1 in the Good Ranch, Benton House and some interest to the north of Johnston Dr.

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. Adequate screening and landscaping will be provided to protect properties to the east from visual and physical obstruction as well as the single family homes that will abut the live/work portion of the proposed development. This development would help to sync up the timeline to complete the connection of Johnston Dr. to Dean Ave with the 1st phase.

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

infrastructure exists at the site and is adequate to serve the proposed development.

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

under the existing zoning classification, the subject property is restricted to R-1P single family with the typical minimum 8,400 square foot lots.

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 provides a product that doesn't exist in the City of Raymore and the preliminary plat that was approved in 2004 is not drastically changed by this proposed development.
11. **the gain, if any, to the public health, safety and welfare due to the denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.** there will be no gain to the public health, safety and welfare of the community as a result of the denial of the application.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	April 5, 2022	April 11, 2022	April 25, 2022

STAFF RECOMMENDATION

The proposed rezoning request respects the existing zoning and land use of surrounding developed properties. The applicant proposes single-family detached homes on the subject property as well as a new product that is not in Raymore with a live/work component that would diversify the housing market by providing another alternative.

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #22006, rezoning of 52.05 acres from "R-1P" Single Family Residential Planned District to "PUD" Planned Unit Development District to City Council with a recommendation of approval.

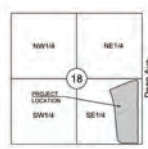
PLANNING COMMISSION RECOMMENDATION

At it's April 5th, 2022 meeting, the Planning and Zoning Commission voted 8-0 to accept the staff proposed findings of fact and forward Case #22006, rezoning of 52.05 acres from "R-1P" Single Family Residential Planned District to "PUD" Planned Unit Development District to City Council with a recommendation of approval.



SITE DATA	
EXISTING ZONING	R-30
PROPOSED ZONING	PUD
SITE AREA	10.26 ACRES (397,146 SQ FT)
B.C.M. AREA	10.26 ACRES (397,146 SQ FT)
NET AREA	44.1 ACRES (1,528,000 SQ FT)
NUMBER OF SINGLE FAMILY LOTS PROPOSED	
NUMBER OF EXISTING LOTS PROPOSED	170 LOTS
TOTAL NUMBER OF LOTS	171 LOTS
OFFICE SPACE PROPOSED	8,800 SQ FT (TRACTS A, B)
NET DEVELOP (PAV, OPEN SPACE)	688,000 SQ FT
LANDSCAPE	
TOTAL NUMBER OF LOTS	1
PROPOSED ZONING	PUD
PROPOSED NUMBER OF BUILDING UNITS	3
PROPOSED BUILDING AREA	4,000 SQ FT
TOTAL BUILDING AREA	12,000 SQ FT
PROPOSED BUILDING HEIGHT	20 FT (2 STORIES)
PROPOSED SURFACE LOT PARKING	75 SPACES
PROPOSED GARAGE PARKING	10 SPACES
PROPOSED DRIVEWAY PARKING	18 SPACES
TOTAL PROPOSED PARKING	103 SPACES
LOT A	
TOTAL NUMBER OF LOTS	28 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 50
LOT SIZE	88 X 130
RETRACT	35 FEET
FRONT YARD	25 FEET
REAR YARD	35 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT B	
TOTAL NUMBER OF LOTS	28 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 50
LOT SIZE	88 X 130
RETRACT	35 FEET
FRONT YARD	25 FEET
REAR YARD	35 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT C	
TOTAL NUMBER OF LOTS	37 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 50
LOT SIZE	88 X 130
RETRACT	35 FEET
FRONT YARD	25 FEET
REAR YARD	35 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT D	
TOTAL NUMBER OF LOTS	37 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 50
LOT SIZE	88 X 130
RETRACT	35 FEET
FRONT YARD	25 FEET
REAR YARD	35 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET

ALLERA



SECTION 18-46-32
LOCATION MAP
SCALE 1" = 2000'
BASIS OF BEARINGS:
MISSISSIPPI COORDINATE
SYSTEM 1983,
WEST ZONE



Memorandum of Understanding
for
Allera Subdivision

Legal Description Contained on Pages 2-3

Between Clayton Properties Group Inc., Grantor,

and

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

April 25, 2022

MEMORANDUM OF UNDERSTANDING

Allera Subdivision

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE DEVELOPMENT OF THE ALLERA SUBDIVISION is made and entered into this 25TH day of APRIL 2022, by and between Clayton Properties Group, Inc. ("Sub-Divider") also being referred to herein as "Grantors"; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri ("City").

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

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

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

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

GEOGRAPHIC LOCATION:

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

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18. TOWNSHIP 46 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF RAYMORE CASS COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUBUSH, P.L.S. 2002014092. AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 18: THENCE SOUTH 03'31'38" WEST ON THE EAST LINE OF SAID SOUTHEAST QUARTER, 84.80 FEET; THENCE NORTH 86 28'22" WEST, 171.07 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED SAID POINT ALSO BEING A POINT OF THE WESTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE AS NOW LOCATED: THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING 11 CALLS, SOUTH 03'30'19" WEST, 905.45 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 03'29'39 WEST WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90'00'40" AND AN ARC DISTANCE OF 31.42 FEET: THENCE NORTH 86 29 41 WEST, 13.34 FEET THENCE SOUTH 03'30'19" WEST, 50.00 FEET, THENCE SOUTH 86'29'41" EAST, 13.34 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86'30'21 EAST WITH A RADIUS OF 20.00 FEET CENTRAL ANGLE OF 90'00'40" AND AN ARC DISTANCE OF 31.42 FEET: THENCE SOUTH 03'30'19 WEST, 945.75 FEET: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 03'30'18" WEST WITH A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 9000'00" AND AN ARC DISTANCE OF 23.56 FEET, THENCE SOUTH 03:30'18" WEST, 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86'29'42" EAST WITH A RADIUS OF 15.00 FEET. A CENTRAL ANGLE OF 90'00'00" AND AN ARC DISTANCE OF 23.56 FEET: THENCE SOUTH 03'30'18" WEST. 480.25 FEET: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90'00'12" AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST LUCY WEBB ROAD; THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING 4 CALLS, NORTH 86'29 30 WEST,

Allera Subdivision

Memorandum of Understanding

470.41 FEET; THENCE SOUTH 0305'59" WEST. 13.35 FEET; THENCE NORTH 80'57'34" WEST 96.62 FEET, THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 86'54'01" WEST WITH A RADIUS OF 246.48 FEET. A CENTRAL ANGLE OF 85'00'00" AND AN ARC DISTANCE OF 365.66 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 49: THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING 2 CALLS, NORTH 01'54'01" WEST 1.050 10 FEET, THENCE NORTHERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 3,069.79 FEET, A CENTRAL ANGLE OF 16'57'11" AND AN ARC DISTANCE OF 908.30 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF JOHNSTON DRIVE AS NOW LOCATED THENCE NORTH 7035'08 EAST ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 523.53 FEET; THENCE CONTINUING ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF JOHNSTON AVENUE THE FOLLOWING 3 CALLS, NORTH 70 36 24 EAST, 139.33 FEET: THENCE NORTH 70'34'56 EAST, 139.37 FEET: THENCE EASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 19:56'03 AND AN ARC DISTANCE OF 407.06 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID DEAN AVENUE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A COMMON TANGENT WITH THE LAST DESCRIBED COURSE WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 92 59 19 AND AN ARC DISTANCE OF 32 46 FEET TO THE POINT OF BEGINNING.

PRELIMINARY DEVELOPMENT PLAN

1. Sub-Divider intends to develop the entire property as a Master Planned Single Family Community containing multiple housing styles in the manner shown on the PUD Preliminary Development Plan, attached and incorporated herein as Exhibit A.

2. Zoning and Land Use

a. The zoning for the entire Property shall be "PUD" Planned Unit Development District.

b. Land Use

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

2. Dwelling Units Located Above the Ground Floor, as defined by Section 485.010 of the Unified Development Code shall be permitted within the area identified as "Live/Work" in Exhibit A, subject to compliance with any special conditions.

(a). Non-residential uses contained within units under this classification shall be limited to the commercial uses allowed in the "PO" Professional Office, "C-1" Neighborhood Commercial, "C-2" General Commercial, and "C-3" Regional Commercial zoning districts, subject to compliance with any special conditions, as defined by Section 410.020 of the Unified Development Code, with the exceptions listed below:

1. adult businesses;
2. firearm sales or instruction;
3. pet stores, kennels, and veterinary clinics;
4. liquor and tobacco sales;
5. medical marijuana facilities;
6. motor vehicle repair, sales or service;
7. gas stations;
8. drive-thru facilities;
9. banks, loan establishments, or pawn shops;
10. hotel or motel
11. sports and recreational uses;
12. funeral and interment services;
13. accessory and indoor storage;

(b). Allowable uses identified as requiring a conditional use permit in any of the zoning districts outlined above shall do so in accordance with this code.

(c). Live/Work spaces shall be designed to meet the requirements of the building and fire code(s) for the type of activity/use occurring within the unit(s).

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

3. Bulk and Dimensional Standards Table:

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

Lot Type	Lot A	Lot B	Lot C	Lot D
<i>Minimum Lot Area</i>	6,500 sq. ft	7,800 sq. ft	5,750 sq. ft	4,725 sq. ft.
<i>Minimum Lot Width</i>	65 feet	65 feet	50 feet	45 feet
<i>Minimum Lot Depth</i>	100 feet	120 feet	115 feet	105 feet
<i>Minimum Front Yard</i>	25 feet	25 feet	25 feet	25 feet
<i>Minimum Rear Yard</i>	25 feet	25 feet	25 feet	25 feet
<i>Minimum Side Yard</i>	5 feet	5 feet	5 feet	5 feet

<i>Minimum Side Yard, exterior</i>	15 feet	15 feet	15 feet	15 feet
<i>Maximum Building Height</i>	35 feet	35 feet	35 feet	35 feet
<i>Maximum Building Coverage</i>	45%	45%	45%	45%

4. Common Open Space and Amenities

- a. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Development Plan.
- b. The following amenities are provided in the Preliminary Development Plan:
 - i. Swimming Pool
 - ii. Clubhouse
 - iii. Playground
 - iv. Walking trails
 - v. Multi-purpose turf activity area(s)
 - vi. Landscape Buffer Areas
 - vii. Stormwater ponds with decorative fountains - Stormwater control/treatment
- c. A minimum of 20% of the overall development shall be provided in the form of common open space.

5. Landscaping & Screening

- a. Landscaped buffers shall be provided in accordance with Section 445.030(l)4 of the Unified Development Code in the common area tracts along Dean Avenue, Johnston Drive, and along the East Outer Road.
- b. All required landscaping shall comply with Chapter 430 of the Unified Development Code. A Landscape Plan was submitted as part of the Preliminary Development Plan application, as identified in Exhibit A.
- c. A landscape plan for the common area tracts shall be submitted with the application for each phase of a final plat that is adjacent to Dean Avenue, Johnston Drive, or the East Outer Road

- d. One yard tree shall be provided for each single family dwelling unit in the front yard of each unit. For corner lots, one yard tree is required per street frontage.
- e. Landscaping for the Live/Work area shall be provided for in accordance with Section 430 of the Unified Development Code
- f. A Type-A screen shall be required as a separation between the Detached Single Family dwellings and the Live/Work units.
- g. Parking lot landscaping shall be provided for the units classified as Live/Work in accordance with Section 420.030 of the Unified Development Code.
- h. All required buffer landscaping shall be installed prior to the issuance of any Certificate of Occupancy for any home within the corresponding phase of the final plat.

6. Parking

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

Use	Minimum Parking Spaces Required
Single Family Dwelling	2 spaces per dwelling unit
Live/Work	2 spaces per dwelling unit; Plus, 1 space per 300 square feet of commercial and/or retail space.

- b. Off-street parking shall be provided within common area tracts on Tract B at the time the subdivision amenities in Tract B as follows

Private Recreation Facilities	1 space for each 4,000 square feet of area devoted to recreational use
-------------------------------	--

PHASING SCHEDULE

- 1. The Preliminary Development Plan is being approved with a conceptual phasing plan.

FINAL PLATS

1. Sub-Divider may submit final plats and associated construction drawings to the City in phases.
2. Each final plat must comply with the bulk and dimensional standards included in this MOU.
3. Final plats for the areas containing detached single family residential units shall be submitted in accordance with the Unified Development Code.
4. Final plats for the area identified as Live/Work shall be submitted in accordance with Section 470.160 of the Unified Development Code
5. A final plat application shall be submitted within one year of the date of approval of the Preliminary Development Plan or the Preliminary Development Plan becomes null and void.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. Johnston Drive shall be constructed as a Minor Collector with a sixty foot (60') right-of-way.
- b. All other proposed roads shall be constructed as local roads with a fifty foot (50') right-of-way.
- c. Dean Avenue was designed, and has been constructed, to provide access to the subdivision. No additional off-site road improvements are required.
- d. The internal roadways serving the development shall be built to City standards to be accepted by the City. Once the roadways are accepted, the City will assume maintenance responsibilities of the roadways.
- e. The Sub-Divider agrees to dedicate the right-of-way, and any necessary construction easements for the construction of Johnston Drive at no cost to the City.
- f. The design and construction of Johnston Drive from its current terminus east to Dean Avenue is a project funded by the 2020

General Obligation Bond Issuance approved by the voters. The City has assumed the responsibility for the construction of Johnston Drive.

- g. Construction of Johnston Drive from its current terminus east to Dean Avenue is scheduled to be completed by the City of Raymore in the near future. If the Sub-Divider desires to expedite the timing of completion of the segment of Johnston Drive in advance of the City's construction schedule, the City will enter into a reimbursement agreement with the Sub-Divider for costs of construction of the road segment pursuant to the City-approved design and construction standards.

2. Pedestrian Improvements

- a. A five-foot (5') sidewalk was designed, and constructed, along the west side of Dean Avenue. No improvements to this sidewalk are required.
- b. A five foot (5') sidewalk is required along the south side of Johnston Drive. This sidewalk shall be constructed at the earliest of the following events:
 - i. as part of the installation of public improvements for the phase of the subdivision containing any lots that are adjacent to Johnston Drive; or
 - ii. As part of the design and construction of Johnston Drive.
- c. A five foot (5') sidewalk is required on all lots and common areas within the subdivision, and shall be constructed prior to the issuance of a Certificate of Occupancy for the building(s), unit(s), or amenities the sidewalk is intended to serve.
- d. Sidewalks on non-amenitized common area tracts shall be installed at the time a home is constructed on a lot adjacent to the common area tract.

3. Street Lights

- a. A street light plan shall be submitted by the Sub-Divider as part of the public infrastructure plans for each final plat phase that is constructed.
- b. All street lights in the final plat phase shall be fully operational prior to City Council acceptance of the public improvements for the final

plat phase.

SANITARY SEWER IMPROVEMENTS

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

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the City of Raymore.
2. All improvements to the water service system shall comply with the requirements of the City of Raymore and with the requirements of the South Metropolitan Fire Protection District.

STORMWATER IMPROVEMENTS

1. On-site stormwater management shall be completed in accordance with the stormwater management study approved as part of the Preliminary Plan.
2. A final stormwater management plan is required to be submitted at the time public improvement construction plans are submitted for all the land area contained within the final plat phase.

3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building in the final plat phase.
4. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.
5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

PARKLAND DEDICATION

1. The original Timber Trails Preliminary Plat included a parkland dedication of approximately 15.04 acres of land for future park land use based upon the previously approved preliminary plat. No parkland dedication is required as part of this development.

OPEN SPACE AND AMENITIES

1. Private open space and amenities shall be provided in accordance with the approved Preliminary Development Plan. All privately owned open space, common areas, or amenities shall be constructed by the Sub-Divider and maintained by the established Home Owners Association.
2. The following amenities were provided in the Preliminary Development Plan:
 - a. Clubhouse
 - b. Swimming pool
 - c. Playground
 - d. Walking trails
 - e. Multi-purpose turf activity area(s)
 - f. Landscape Buffer Areas
 - g. Stormwater ponds with decorative fountains - Stormwater control/treatment
3. Prior to the full build-out of the subdivision, all amenities shown on the Preliminary Development Plan shall be constructed. Throughout the development process, amenities shall be constructed in accordance with the following phasing schedule:

- a. **Clubhouse, Pool, Playground, and Multipurpose Turf Area(s)** - Shall be constructed concurrently with the first phase of the subdivision.
- b. **Walking Trails** - Shall be constructed with the public improvements for the phase(s) of the development that contains a trail segment.
- c. **Buffer Areas** - Shall be constructed with the public improvements for the phase(s) of the development that contains the buffer tract areas.
- d. **Stormwater Ponds** - Shall be constructed with the public improvements for the first phase of the subdivision.

SIGNAGE

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

FLOODPLAIN

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

SOUTH METROPOLITAN FIRE PROTECTION DISTRICT

1. All requirements of the Fire Code adopted by the South Metropolitan Fire Protection District shall be complied with.

STREET NAMES AND ADDRESSING

1. The City Addressing and Street Naming Policy shall be followed for the assignment of any street name on a final plat and for the assignment of addresses issued for all buildings in the subdivision. The City is solely responsible for the final designation of street names and addresses.
2. The street names included on the Preliminary Plan have been pre-approved by the City and are being reserved for use within the subdivision.
3. Official street names shall be finalized as part of the final plat review and recording process. The City shall verify and approve the final use of any street name placed upon a final plat prior to recording.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

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

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

FEES, BONDS AND INSURANCE

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

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Sub-Divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants contained herein shall run with the land described in this agreement and shall be binding and insure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-Divider, the City may withhold approval of any or all building permits, or suspend or revoke

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

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Clayton Properties Group, Inc. at:

Brad Kempf
120 SE 30th Street
Lee's Summit, MO 64082

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Clayton Properties Group, Inc.

Sub-Divider – Signature

Printed Name

Sub-Divider – Signature

Printed Name

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

Stamp:

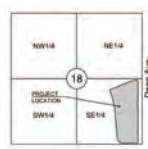
Notary Public: _____ My Commission Expires: _____



SITE DATA	
EXISTING ZONING	R-10
PROPOSED ZONING	PUD
SITE AREA	10.26 ACRES (397,146 SQ. FT.)
BUILDING AREA	10.92 ACRES (469,000 SQ. FT.)
NET AREA	44.4 ACRES (1,938,000 SQ. FT.)
NUMBER OF SINGLE FAMILY LOTS PROPOSED	
NUMBER OF EXISTING LOTS PROPOSED	170 LOTS
TOTAL NUMBER OF LOTS	171 LOTS
OPEN SPACE PROPOSED	8.86 ACRES (TRACTS A, B)
NET DEVELOP (PAV, OPEN SPACE)	4.68 ACRES
LANDSCAPE	
TOTAL NUMBER OF LOTS	1
PROPOSED ZONING	PUD
PROPOSED NUMBER OF BUILDING UNITS	3
PROPOSED BUILDING AREA	4200 SQ FT
TOTAL BUILDING AREA	12,400 SQ FT
PROPOSED BUILDING HEIGHT	20 FT (2 STORIES)
PROPOSED SURFACE LOT PARKING	75 SPACES
PROPOSED GARAGE PARKING	10 SPACES
PROPOSED DRIVEWAY PARKING	18 SPACES
TOTAL PROPOSED PARKING	103 SPACES
LOT A	
TOTAL NUMBER OF LOTS	38 SINGLE FAMILY
PROPOSED ZONING	PUD
BUILD SIZE	30 X 50
LOT SIZE	88 X 110
RETRACT	35 FEET
FRONT YARD	35 FEET
REAR YARD	35 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT B	
TOTAL NUMBER OF LOTS	38 SINGLE FAMILY
PROPOSED ZONING	PUD
BUILD SIZE	30 X 50
LOT SIZE	88 X 110
RETRACT	35 FEET
FRONT YARD	35 FEET
REAR YARD	35 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT C	
TOTAL NUMBER OF LOTS	37 SINGLE FAMILY
PROPOSED ZONING	PUD
BUILD SIZE	30 X 50
LOT SIZE	88 X 110
RETRACT	35 FEET
FRONT YARD	35 FEET
REAR YARD	35 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT D	
TOTAL NUMBER OF LOTS	87 SINGLE FAMILY
PROPOSED ZONING	PUD
BUILD SIZE	30 X 50
LOT SIZE	44 X 110
RETRACT	35 FEET
FRONT YARD	35 FEET
REAR YARD	35 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET

SE CORNER SE 1/4
SEC. 18-46-32

ALLERA



SECTION 18-46-32
LOCATION MAP
SCALE 1" = 2000'
BASIS OF BEARINGS:
MISSISSIPPI COORDINATE
SYSTEM 1983,
WEST ZONE





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 11, 2022

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3710: Johnston Drive Reimbursement Agreement

STRATEGIC PLAN GOAL/STRATEGY

2.2.2: Create and maintain a well-connected transportation network

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Reimbursement Agreement
Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 General Obligation Bond Issue included funding for the extension of Johnston Drive from its current terminus east to its intersection with Dean Avenue. This road segment is directly adjacent to the north property line of the proposed Allera Subdivision, and will provide future access to the subdivision, and between Dean Avenue and the Outer Road.

Brad Kempf, representing the developer of the Allera subdivision, desires to commence development of the 1st phase of the subdivision. To provide access to the 1st phase, Mr. Kempf desires to advance the construction of the Johnston Drive extension as part of development process for other public improvements for the subdivision.

A reimbursement agreement to advance the schedule for construction of these road segments is now submitted for Council consideration.

BILL 3710

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET IMPROVEMENT REIMBURSEMENT AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC TO CONSTRUCT THE EXTENSION OF JOHNSTON DRIVE."

WHEREAS, the 2020 General Obligation Bond Issue included funding for the extension of Johnston Drive from its current terminus at the eastern property line of Lot 1 of the Benton House at Timber Trails 1st Plat, east to its intersection with South Dean Avenue; and

WHEREAS, Clayton Properties Group, Inc, desires to design and construct the portion of Johnston Drive that is within and adjacent to the Allera subdivision in advance of the City design and construction schedule.

WHEREAS, the City desires to have the construction of this extended Johnston Drive advanced, and to provide for reimbursement of up to \$600,000 of the construction costs for the same, as budgeted for under the general obligation revenue bond issuance.

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

Section 1. The City Manager is hereby directed and authorized to enter into the Street Improvement Reimbursement Agreement, attached hereto as Exhibit A, with Clayton Properties Group, Inc.

Section 2. The City Manager and the City Clerk are authorized to execute the same for and on behalf of the City of Raymore.

Section 3. The City Manager is directed to take all steps necessary and appropriate to effectuate the Street Improvement Reimbursement Agreement and to pay up to, but not exceeding, \$600,000.

Section 4. 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 11TH DAY OF APRIL, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

STREET IMPROVEMENT
REIMBURSEMENT AGREEMENT

Johnston Drive Road Extension
Clayton Properties Group, Inc.
City of Raymore, Missouri

THIS REIMBURSEMENT AGREEMENT (this “Agreement”) is made and entered into as of this 25th day of April, 2022 by and between THE CITY OF RAYMORE, a Missouri municipal corporation and constitutional charter city located in Cass County (the “City”) and CLAYTON PROPERTIES GROUP, INC., having a principal office at 120 SE 30th Street, Lee’s Summit, Missouri (the “Developer”).

RECITALS

A. On the 4th day of August, 2020, the citizens of the City of Raymore voted favorably to authorize the issuance of a maximum of \$17.575 million in general obligation revenue bonds for the purpose of acquiring rights-of-way, and constructing, extending and improving streets and roads within or leading to the City, including the extension of Johnston Drive.

B. The Developer desires to construct the extended portion of Johnston Drive, from its current terminus east to its intersection with Dean Avenue as part of the public improvement process for the proposed Allera Subdivision..

C. The Developer desires to complete the construction of the extended portion of Johnston Drive in advance of the construction dates scheduled by the City.

D. The City desires to have the construction of this extended Johnston Drive advanced, and to provide for reimbursement of the construction costs for the same, as budgeted for under the Issued Bonds.

E. It has been determined by the City Council to be in the best interests of the City to reimburse the Developer for construction costs associated with the extension of Johnston Drive in conjunction with other improvements associated with the Allera Subdivision

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and obligations of the parties hereto being the City and the Developer, each party hereby agree as follows:

1. Johnston Drive Improvements. The Developer will construct and extend Johnston Drive from its current terminus located approximately at the eastern property line of Lot 1 of the Benton House at Timber Trails 1st Plat, east to its intersection with South Dean Avenue (the “Road Extension”). The Road Extension will be constructed by the Developer as part of the development of any approved Final Plat of the Allera residential subdivision.

2. Project Eligibility and Specifications. The Road Extension is included in the 2020 voter approved general obligation revenue bonds, and is currently scheduled to start in FY 2022. The parties have agreed that the construction of the Road Extension in advance of the scheduled City timeline will benefit the City by allowing improved traffic movement, and will benefit the Developer by allowing the continued construction of the Allera residential subdivision. Based upon the foregoing factors the City has (subject to the conditions and requirements outlined in this Agreement) agreed to reimburse the Developer for the costs of constructing the Road Extension as provided herein. Reimbursement will be provided pursuant to this Agreement provided the construction of the Road Extension meets applicable City standards and is substantially in accordance with the City's final design specifications for the Johnston Drive extension.

3. Reimbursement. Reimbursement under this Agreement shall be made in a manner consistent with City current policy, and subject to conditions reasonably deemed appropriate by the City including the following:

(i) The cost of the Road Extension has been estimated to be \$600,000 exclusive of contingency and without consideration of potential change orders. The amount of reimbursement shall be based upon the actual commercially reasonable construction costs incurred by the Developer in constructing the Road Extension, but shall in no event shall the reimbursement from the City exceed \$600,000 as allocated for the Road Extension under the General Obligation Revenue Bonds.

(ii) Per unit construction cost estimates for reimbursable items included in the Road Extension shall be submitted to the City, and are subject to acceptance by the City Engineer, not to be unreasonably withheld or denied. Items not eligible for reimbursement include water and sanitary sewer utilities, and landscaping/streetscape elements notwithstanding that the same may be in public right of way. Items eligible for reimbursement specifically include but are not limited to curb and gutter, storm inlets and pipe serving the roadway, sidewalks, signs, grading, striping, asphalt base, asphalt surface, streetlights and traffic control.

(iii) Developer shall submit monthly reimbursement requests to the City showing work performed and materials provided for construction of the Road Extension, accompanied by proof of payment by Developer and such other documents in support of such reimbursement request as may be reasonably required by the City Engineer. Each reimbursement request shall be deemed approved by the City on the twentieth (20th) day after submission to the City unless the City Engineer notifies the Developer in writing within such period of his rejection of such reimbursement request, specifying the reasons therefor. In such event, the Developer shall have the right to submit a revised reimbursement request addressing the basis of the City Engineer's reason(s) for rejection of the initial submission. The City will reimburse the Developer for the amount of each reimbursement request within twenty (20) days after such reimbursement request is approved. The City represents that there are currently sufficient available funds on deposit from the proceeds of the Issued Bonds to pay the reimbursement provided for in this Agreement.

(iv) As a public works project being performed by the Developer, the parties agree that in connection with the construction of the Road Extension, Developer shall:

(a) Be subject to the requirements of the prevailing wage laws, statutes and regulations of Missouri, including but not limited to Section 290.230 of the Revised Statutes of Missouri,

(b) Pay its workers the prevailing wage Order #24 as established for Cass County, Missouri,

(c) Require its contractors and sub-contractors to comply with the requirements of the prevailing wage statutes of Missouri, and

(d) Hold the City harmless and indemnify the City for any violations, damages, allegations and penalties which may be imposed for violations of the prevailing wage laws, statutes and regulations of Missouri.

(v) Interest expenses incurred by the Developer in advancing the construction of the Road Extension will be the sole responsibility of the Developer and will not be reimbursed by the City.

4. Notices. Any notice, demand, or other communication required or permitted by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States certified mail, return receipt requested, postage prepaid, or delivered personally;

(i) In the case of the Developer, to:
Clayton Properties Group, Inc., dba Summit Homes
% Brad Kempf
120 SE 30th Street
Lee's Summit, MO 64082

(ii) In the case of the City, to:

The City of Raymore
Attn: City Manager
100 Municipal Circle
Raymore, Missouri 64083

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

5. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State of Missouri for all purposes and intents.

6. Entire Agreement: Amendment. The parties agree that this Agreement constitutes the entire agreement on the construction and reimbursement of the costs of the Road Extension. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

7. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

8. City Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

9. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, and the obtaining of grants of access to, and easements and rights-of-way as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement.

10. Indemnification and Extent of Liability. The Developer hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction of the Road Extension by the Developer or its contractors as described in this Agreement. Developer hereby agrees to pay to the City all damages, costs and reasonable attorneys' fees incurred by the City and its employees, officers and agents in defending such claims. At its cost and expense, Developer shall be entitled to engage counsel of its choice and participate in the defense of any such claims and the City agrees to reasonably cooperate with Developer and its counsel in such defense. In no event shall the foregoing indemnity apply to any claim relating to the failure or claimed failure of the City to maintain the Road Extension and improvements after they are completed and accepted by the City.

Developer shall not be liable or required to indemnify the City from the City's inspections, or lack of inspections of the plans and specifications for the Road Extension and improvements, said plans having been contracted for between the Developer and Quist Engineering, Inc. and provided, with permission of the same to the Developer.

11. Authority. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

12. No Waiver. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Developer must

comply and does not in any way constitute prior approval of any future proposal for development. No part of this Agreement shall be construed to relieve the Developer from installing required improvements related to their development of the Meadowood Phase 3 residential subdivision or any infrastructure improvements for the same in accordance with the City Code of Ordinances as adopted, and as may be otherwise required by the approved engineering plans for the same.

13. Insurance. Developer shall require every person or entity with whom it contracts and who will receive any portion of the funds provided by City herein to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. Developer shall further require, and shall ensure that City is named as an additional insured and shall provide to City a certificate of insurance, or its equivalent, demonstrating the same.

(i) Workers Compensation coverage as required by statute.

(ii) Contractor's General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Developer:

(a) General Aggregate: In an amount equal to the current Missouri sovereign immunity monetary liability limit for all claims arising out of a single occurrence as set forth in Missouri Revised Statutes section 537.610.

(b) Products-Completed Operations Aggregate:
\$1,000,000.

(c) Personal and Advertising Injury: \$1,000,000.

(d) Each Occurrence (Bodily Injury and Property Damage): In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Missouri Revised Statutes section 537.610.

(e) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

(f) Excess or Umbrella Liability

(I) General Aggregate: \$2,000,000

(II) Each Occurrence: \$2,000,000

(iii) Automobile Liability: In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Missouri Revised Statutes section 537.610 for all claims arising out of a single accident or occurrence and for any one person in a single accident or occurrence.

Regardless of any approval by City, it is the responsibility of the Developer and every person or

entity receiving any portion of the funds provided by City herein to maintain the required insurance coverage in force at all times. The failure to ensure that the proper insurance is maintained in effect will not relieve the Developer of any contractual obligation or responsibility. In the event the Developer fails to ensure that the required insurance is maintained in effect, City may order that the street improvements contemplated herein immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement.

14. Compliance with Laws. Developer and its subcontractors shall comply with all applicable federal, state and local laws, ordinances and regulations.

15. Term. This Agreement shall begin upon its execution and shall continue until all the services to be provided are completed subject to the terms and conditions set forth in this Agreement and acceptance by the City of the extended and newly constructed portion of Johnston Drive.

16. Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

17. Future appropriations. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any party beyond the obligation to appropriate from currently sufficient available funds on deposit from the proceeds of the Issued Bonds the amount necessary to pay the reimbursement provided for in this Agreement.

18. Default and Remedies. If a party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party thirty (30) days written notice and opportunity to correct such default or breach. All rights and remedies granted to each party herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that either party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE CITY OF RAYMORE, MISSOURI

By: _____

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

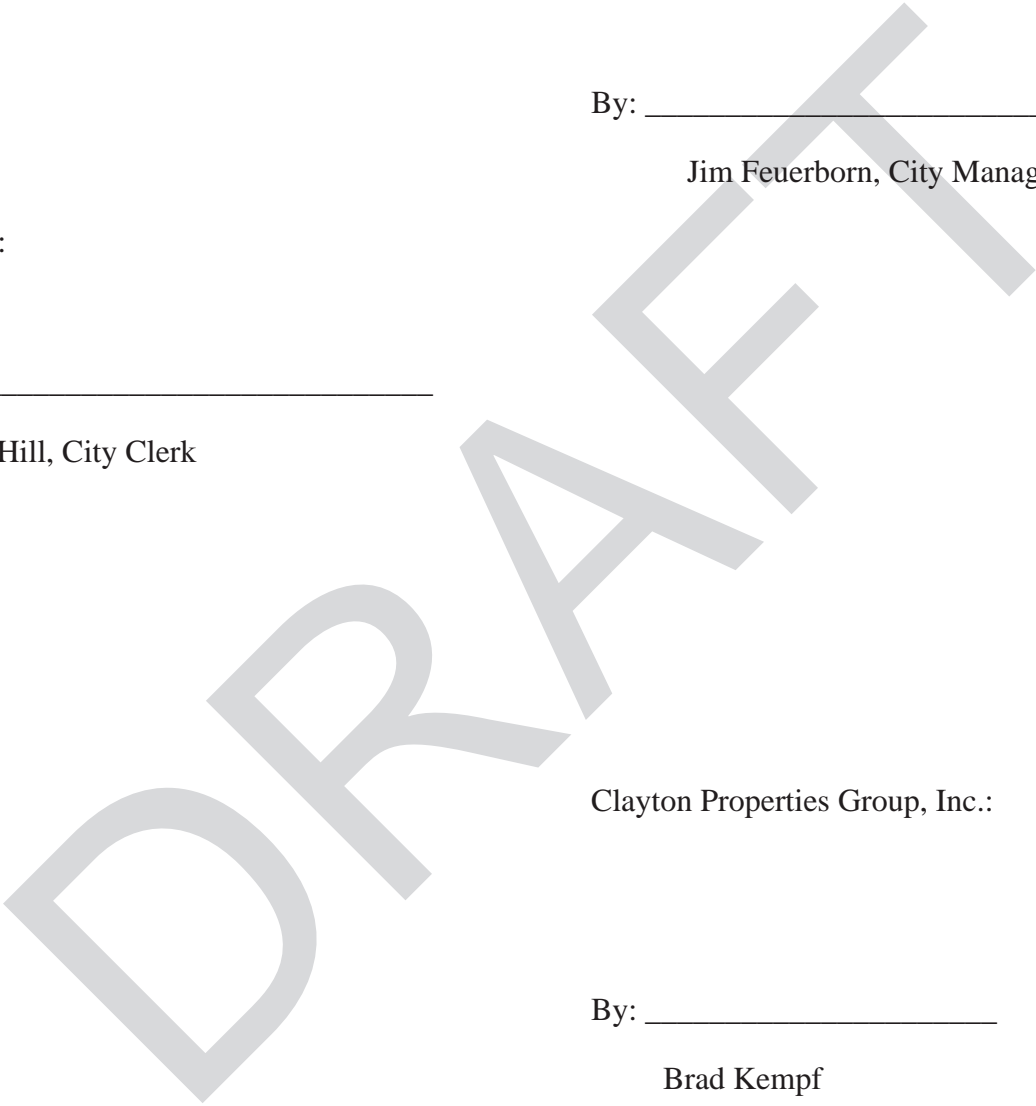
Clayton Properties Group, Inc.:

By: _____

Brad Kempf

Attest: _____

Name/Title





Johnston Dr Extension

GO Bond yr2020

Date: 4/5/2022
Development Services





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 11, 2022

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3605 - Award of Contract to Holiday FX

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To: Holiday FX
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#: B&G; Park Fund; CIP

PROJECT TIMELINE

Estimated Start Date
Dec. 1, 2022

Estimated End Date
Dec. 1, 2025

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

The current contract with Holiday FX for holiday lighting services at City Hall and Centerview is set to expire. Staff publicly bid the project and Holiday FX was the only vendor to submit a completed bid.

Staff provided documentation of the bid as requested to five firms, but Holiday FX was the only firm to respond with a complete bid proposal. Per the City's policy when a single bidder responds to a project, the company was vetted and interviewed to ensure compliance with comparable costs and services. Additionally, Holiday FX has been providing holiday display services for the City for the past three years with exceptional results.

In addition to the building lighting, this contract also includes the purchase of a replacement for the Mayor's Christmas Tree.

BILL 3605

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HOLIDAY FX FOR INSTALLATION, MAINTENANCE AND STORAGE OF THE CITY’S HOLIDAY DISPLAYS.”

WHEREAS, the City Council has determined through its strategic plan and previous contract approvals that holiday displays of lights on buildings, city trees and the Mayor’s Christmas Tree are important during the holiday season and;

WHEREAS, City staff publicly bid the installation, maintenance and storage of the growing display, and;

WHEREAS, staff determined that although Holiday FX was the only complete bidder for this project, they have proven through the past three years to be professional and responsive to City needs.

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

Section 1. The City Manager is authorized to enter into a contract, attached as Exhibit A, with Holiday FX.

Section 2. The City Manager and City Clerk are authorized to enforce the contract and make changes within 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 11TH DAY OF APRIL 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Holiday Lighting

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this **27th day of April, 2022**, between **Holiday FX, LLC**, an entity organized and existing under the laws of the State of Missouri, with its principal office located at **939 Homestead St, Excelsior Springs, MO 64024**, 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 **April 27, 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 as specified in Request for Proposal 22-007 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform the professional services as prescribed in the RFP document. This contract is for services provided in a one year period beginning **December 1, 2022**, and ending **November 30, 2023**. 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 CONTRACT SUM AND PAYMENT

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 the invoice for supplies delivered. 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 B.

ARTICLE V INSURANCE REQUIREMENTS

Contractor shall provide a certificate of insurance to the City before commencing the work described in the scope of services in the amounts listed in the Standard Contract Terms and Conditions.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work each renewal period. The insurance company providing such coverage shall be satisfactory to the City.

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.

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

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor 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.

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

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

ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and

execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

All equipment will be of such 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. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors 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 sub-contractors 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 sub-contractors 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.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 28). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII 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

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantees all materials, equipment furnished, and work performed.

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. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such

documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

HOLIDAY FX, LLC

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

HOLIDAY LIGHTING

SCOPE OF SERVICES:

The City of Raymore is seeking proposals from qualified vendors to purchase and install holiday lights at City Hall, 100 Municipal Circle and Centerview, 227 Municipal Circle, by Dec. 1, and to remove and store those lights by Feb. 1.

Initial scope would include outlining both buildings in a single color that would be connected to the City Hall and Centerview power and would automatically be timed to turn on and off.

100 Municipal Circle Lighting

Building lights would be done in full outline of the building exterior. It would also include lighting of four of the trees near the front entrance and the eight trees on the rear plaza. Additionally, one 6-8 foot lighted holiday tree (no decorations) to be placed in the lobby of City Hall.

227 Municipal Circle Lighting

Building lights would be all the way around at the top.

TB Hanna Station

In the first year of this contract, the vendor will purchase, deliver, assemble and properly install a 27-foot, lighted Holiday tree including a lighted star tree topper (minimum 3') at T.B. Hanna Station after the second Monday in November, but before the Monday prior to the Thanksgiving Holiday. Following the second Monday in January, the vendor will then disassemble and deliver the tree to a designated City storage facility within City Limits. In subsequent years, the vendor will follow the same schedule of installation and removal of the above mentioned tree.

Additional requirements

- Vendor will need to conduct working tests to ensure electrical balance and integration to building systems.
- Vendor will provide lights, power distribution boxes, electrical cords, light mounting hardware, and weather protection equipment as needed.
- Vendor will provide maintenance during the length of the lighting period.
- Vendor will make repairs as necessary due to the weather.

- Maintenance response must be completed within 48 hours of the initial call for service.
- Vendor must supply an on-call phone number for maintenance reporting
- Vendor is responsible for site inspection to determine lighting needs.

1. ADDITIONAL BIDDING INFORMATION

Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 22-007

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 April 2022.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's 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. 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

3. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$300,000

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.

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 28 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

In the event that any provision 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 Workplace*

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*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

P. *Prevailing Wage Requirement*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 28). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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.

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

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

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

R. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to 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.

S. *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.

T. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is

opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

PROPOSAL FORM A
RFP 22-007

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Daren Moon having authority to act on behalf of (Company name) Holiday FX, LLC do hereby acknowledge that (Company name) Holiday FX, LLC 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: Holiday FX, LLC

ADDRESS: 939 Homestead St.
Street

ADDRESS: Excelsior Springs Missouri 64024
City State Zip

PHONE: 816-550-0262

E-MAIL: daren@holidayfx.net

DATE: 12/25/22 
(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 22-007

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

1. The Firm possesses 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 22-007

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 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 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	City of Raymore
ADDRESS	100 Municipal Circle, Raymore Mo 64083
EMAIL ADDRESS	mekey@raymore.com
CONTACT PERSON	Mike Ekey
TELEPHONE NUMBER	816-892-3109
PROJECT, AMOUNT AND DATE COMPLETED	Holiday Lighting for 100 and 227 Municipal Circle \$13,164.00, January 2022

COMPANY NAME	Independence Square Association
ADDRESS	108 South Liberty, Independence MO 64050
EMAIL ADDRESS	jrogers@bygeorgepr.com
CONTACT PERSON	Jeff Rogers
TELEPHONE NUMBER	816-509-8016
PROJECT, AMOUNT AND DATE COMPLETED	Holiday Lighting Independence Square \$19,589.50, January 2022

COMPANY NAME	Downtown Excelsior Partnership, Inc.
ADDRESS	PO Box 513, Excelsior Springs Mo 64024
EMAIL ADDRESS	exec@visitsprings.com
CONTACT PERSON	Lindsey Baxter
TELEPHONE NUMBER	816-719-9912
PROJECT, AMOUNT AND DATE COMPLETED	Holiday Lighting Downtown Excelsior Springs \$17,770.50, January 2022

COMPANY NAME	Downtown Blue Springs
ADDRESS	1124 West Main, Blue Springs MO 64015
EMAIL ADDRESS	downtownbluesprings@gmail.com
CONTACT PERSON	Pam Buck
TELEPHONE NUMBER	816-645-0287
PROJECT, AMOUNT AND DATE COMPLETED	Holiday Lighting Downtown Blue Springs \$13,656.34, January 2022

COMPANY NAME	Price Brothers
ADDRESS	12721 Metcalf, Suite 200, Overland Park KS 66213
EMAIL ADDRESS	stuart@pricebrotherskc.com
CONTACT PERSON	Stuart Stram
TELEPHONE NUMBER	816-674-1294
PROJECT, AMOUNT AND DATE COMPLETED	Holiday Lighting Bluhawk Mall and install 26ft tree \$26,867.00 January 2022

State the number of Years in Business:

18

State the current number of personnel on staff:

14

PROPOSAL FORM D
RFP 22-007

Proposal of Holiday FX, LLC, organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as Holiday FX (*) LLC

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposes and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-007 – Holiday Lighting.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

BID PROPOSAL FORM E – Project No. 22-007

Holiday Lighting

Bid using incandescent bulbs

City Hall - 100 Municipal Circle \$ NA

Centerview - 227 Municipal Circle \$ NA

Total for both buildings \$ NA

Bid using LED bulbs

City Hall - 100 Municipal Circle \$ \$8855.00

Centerview - 227 Municipal Circle \$ \$4310.00

Total for both buildings \$ \$13,165.00

Please list any discounts for 2nd and 3rd year of contract if any.

2nd year \$13,165.00 3rd year \$13,165.00

T.B. Hanna Station

Large Lighted Holiday Tree

1st year \$35,990.00 2nd year \$5500.00 3rd year \$5500.00

City Hall 100 Municipal Circle - 6-8' lighted tree placed inside - not decorated.

1st year \$759.00 2nd year \$125.00 3rd year \$125.00

BID OF: Holiday FX, LLC
(Firm Name)

DATE: February 24, 2022

Addendum Page 1

Optional Ornament Package for 26 ft. Tree

1st year Material Cost - 3800.00 Installation and Removal Cost - \$3,000.00 Total - \$6800.00

2nd year Installation and Removal Cost Only - \$3000.00

3rd year Installation and Removal Cost Only - \$3000.00

Purchase of current damaged tree. (Only if bid is accepted)

\$2500.00 Credit towards purchase of new tree

E-Verify

Holiday FX is a partnership without employees, We can't enroll in E-verify.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 11, 2022

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3606 - Award of Contract to Hoefer Welker

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:	Hoefer Welker
Amount of Request/Contract:	\$45,000
Amount Budgeted:	\$75,000
Funding Source/Account#:	CIP

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 1, 2022	Aug. 1, 2022

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

As part of the FY 2022 Capital Improvement Plan, Council approved a space analysis study to look specifically at anticipated space needs for a future Justice Center. Staff advertised the RFQ for this project and Hofer Welker proved to be the most qualified. As part of the project, Hofer Welker will be seeking input from staff in the Police Department and looking at future growth and staffing needs.

BILL 3606

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HOEFER WELKER FOR A SPACE ANALYSIS AND DESIGN SERVICE FOR THE PROPOSED JUSTICE CENTER."

WHEREAS, the City Council's FY 2022 Capital Improvement Plan budgeted for a space analysis for a future, proposed Justice Center for the growing Police, Emergency Management departments and Municipal Court and;

WHEREAS, City staff publicly advertised the project through a request for qualifications and received five applicants, and;

WHEREAS, staff determined that Hoefer Welker was the best qualified for this project.

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

Section 1. The City Manager is authorized to enter into a contract, attached as Exhibit A, with Hoefer Welker.

Section 2. The City Manager and City Clerk are authorized to enforce the contract and make changes within 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 11TH DAY OF APRIL 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

SPACE ANALYSIS

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this **April 27, 2022**, between **Hoefer Welker**, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 11460 Tomahawk Creek Parkway, Leawood, Kansas, 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 27, 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

Consultant agrees to perform all services and provide deliverables as specified in and according to the Request for Qualifications/Quote RFQu #22-008 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 professional services in accordance with all specifications, terms and conditions as set forth within RFQu # 22-008 including insurance and termination clauses as needed or required. The services 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 services 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 City 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 services as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, the amounts outlined in **Appendix A**, which is "not to exceed" the budgeted amount for completion of the services, 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 services as follows:

The Consultant shall provide the City with monthly billings for progress payments as the services are completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of the Consultant's services. The City will be the sole judge as to the sufficiency of the services performed.

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 operations 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 or delay in performance of this agreement. The City and the Consultant 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.

Consultant agrees to provide services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notifying the City in a timely manner.

Consultant will supervise and direct the services performed, and shall be responsible for their employees. Consultant will also supervise and direct services 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 require 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 require 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 Consultant fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Consultant 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 Consultant fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Consultant 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 will pay outstanding invoices for work performed up to the termination, but may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

In case of a dispute, the Consultant 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 the project is not complete, the Consultant agrees to carry on with the project 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 the City fails to forward such notice to the Consultant, it shall be deemed to have released the Consultant from this warranty as to such a claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XI
ENTIRE AGREEMENT

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

HOEFER WELKER

By: _____
Ken Henton, AIA

Title: Partner

Attest: _____

Appendix A
Scope of Services

PROJECT INFORMATION

Total Project Budget:	To be Determined
Project Construction Budget:	To be Determined
Project FF&E Budget:	To be Determined

PART 1 – PREDESIGN SERVICES

Programming / Space Needs Assessment	\$18,000
Facility Tours	\$4,500
Cost Estimating (Range Cost Estimate)	\$3,000
Furniture Cost Analysis (Range Cost Estimate)	\$1,500
<u>TOTAL</u>	<u>\$27,000</u>

PART 2 – CITY HALL BASEMENT REUSE EVALUATION

Programming / Space Needs Assessment	\$8,000
Interactive Workshop with City Hall Staff	\$10,000
Cost Estimating (Range Cost Estimate)	\$2,000
<u>TOTAL</u>	<u>\$20,000</u>

REIMBURSABLE EXPENSES (allowance – not to exceed) \$3,500

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 2022, with final recommendations completed within six months.

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, and hold harmless the City of Raymore, its officials, employees, residents and representatives thereof from all suits, actions, or claims of any kind, including reasonable 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 Consultant 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 Consultants 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 as outlined in ARTICLE VII of the contract.

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 services 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 Consultant, 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. *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 unless mutually negotiated and agreed upon based on changes of scope, complexity of the project or due to circumstances outside the control of both parties.

N. *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.

O. *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.

P. *Rejection of Bids*

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

R. *Affidavit of Work Authorization and Documentation:*

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

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

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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 11, 2022

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3607 - Budget Amendment; HVAC Replacement

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$150,000
Amount Budgeted: \$50,000
Funding Source/Account#: BERP

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Nov. 1, 2022	Dec. 1, 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Buildings & Equipment Replacement Fund

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Staff had originally planned to replace City Hall's 20-year-old HVAC system as part of the FY 2023 budget. Because of logistics and shipping delays, staff is asking for Council approval on a budget amendment to order the new HVAC equipment during this fiscal year so it has adequate time to be delivered and installed as originally planned.

BILL 3607

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, AMENDING THE FY 2022 BUDGET AND AUTHORIZING THE CITY MANAGER TO ADVANCE THE HVAC REPLACEMENT PROJECT IN THE BUILDINGS & EQUIPMENT REPLACEMENT FUND.”

WHEREAS, the HVAC system at City Hall has reached the end of its life and is scheduled to be replaced and;

WHEREAS, during the replacement of the first air handling system it was discovered that delivery times for equipment and parts were being delayed due to supply chain issues and microchip shortages, and;

WHEREAS, staff determined it would be in the City’s best interest to advance this project still anticipating an FY 2023 installation.

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

Section 1. The City Manager is authorized to amend the FY 2022 budget to reflect the following:

FUND	Current	Amendment	Total
BERP	\$50,000	\$150,000	\$200,000

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

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

DULY READ THE FIRST TIME THIS 11TH DAY OF APRIL 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Miscellaneous

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, FEBRUARY 15, 2022**, IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN MATTHEW WIGGINS, WILLIAM FAULKNER, ERIC BOWIE, KELLY FIZER, TOM ENGERT, JIM PETERMANN, MAYOR KRIS TURNBOW, AND MARIO URQUILLA. ABSENT WAS JEREMY MANSUR. ALSO PRESENT WAS DIRECTOR OF DEVELOPMENT SERVICES JIM CADORET, CITY PLANNER DYLAN EPPERT, 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 February 1, 2022**
 - b. **Case #22004 - Replat of Tract Y - Brookside 10th Plat**

Motion by Commissioner Faulkner, Seconded by Urquilla, to move both items to New Business to have discussion on each.

Vote on Motion:

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

Motion passed 8-0-0.

6. **Unfinished Business - none**
7. **New Business -**
 - a. **Approval of Minutes from February 1, 2022 meeting**

Motion by Commissioner Faulkner, Seconded by Bowie, to approve the February 1, 2022 minutes with one correction to item 5A, which should read January 18th, 2022.

Vote on Motion:

Chairman Wiggins	Aye
Commissioner Faulkner	Aye
Commissioner Bowie	Aye

Commissioner Fizer	Aye
Commissioner Engert	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Absent
Mayor Turnbow	Aye

Motion passed 8-0-0.

b. Case #22004 - Replat of Tract Y - Brookside 10th Plat

Development Services Director Jim Cadoret gave an overview of the case. Mr. Cadoret stated that there was originally a parkland dedication in the Brookside 10th plat, which was Tract Y & Z. At the end of Cedar Ridge Drive, what is now lot 422, there was a parking lot that was planned to be built to use for the parkland that was there. The current Parks & Recreation Board felt it was not appropriate to situate a parking lot between two homes. The City currently owns lot 422 and the land behind the lot, which consists of Tract Y and Tract AA. Tract Y will go back to the developers of the Brookside subdivision, and lot 422 will remain a buildable lot. Tract AA will be transferred to the Homeowner's Association for the development and they will maintain that tract.

Commissioner Bowie asked Mr. Cadoret if the builders will own lot 422 and Tract AA?

Mr. Cadoret responded that the builders will own lot 422 and Tract Y, the HOA will own Tract AA.

Commissioner Urquilla asked if there is a division line between Tract AA and Tract Y shown in the packet?

Mr. Cadoret responded that in the packet, it is essentially the east/west line that divides the tracts.

Commissioner Urquilla asked if on Tract Z if there is a trail, since there is a trailhead there.

Mr. Cadoret responded that there is a trail that starts there and heads north between Brookside and Cedar Ridge. In the Saddlebrook subdivision, the trail will be continued to Hubach Hill Road. There is currently a parking area and a trail head, as well as a drinking fountain, park bench, and a repair station.

Commissioner Urquilla asked if that will be done by the builder even though the City owns the land.

Mr. Cadoret stated that yes, that is correct. It was a term the builder must accept to be able to get lot 422 back.

Motion by Commissioner Faulkner, Seconded by Commissioner Petermann, to accept Staff Proposed Findings of Fact, and forward case #22004 Brookside Final Plat, Replat of Tract Y to the City Council with a recommendation of approval.

Mayor Turnbow stated that the motion made by Commissioner Faulkner may not be correct, since the case is not going before the City Council.

Mr. Cadoret replied that the Final Plat will have to go before the City Council.

Vote on Motion:

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

Motion passed 8-0-0.

8. City Council Report

Mayor Turnbow gave an overview of the City Council meeting that has occurred since the last Planning & Zoning meeting. Mr. Cadoret gave an overview of the blight study going on with the Chick-Fil-A and the China Star.

Commissioner Bowie asked how the blight study will be funded.

Mr. Cadoret responded that the blight study will be funded by City and Property Owner funding.

9. Staff Report

City Planner Dylan Eppert gave the Staff Report, highlighting that the March 1, 2022 meeting will be canceled, but the March 15, 2022 meeting is still scheduled to go on.

10. Public Comment

No public comment.

11. Commission Member Comment

Commissioner Faulkner thanked the Staff.

Commissioner Bowie asked about the status of the Ray-Pec LEAD Center. Thanks to the Staff.

Mr. Cadoret stated that it is an active construction site. The school will be adding the LEAD center as a technical school.

Commissioner Fizer thanked the Staff.

Commissioner Petermann had no comment for the evening.

Commissioner Engert thanked the Staff.

Commissioner Urquilla thanked the Staff.

Mayor Turnbow thanked the Staff, and wished everyone a Happy Valentine's Day.

Chairman Wiggins asked why the replat was not approved by the Staff.

Mr. Cadoret replied that the replat met the requirements for a Staff approval, but since there are land transfers tied to the replat, Staff felt it would be best to bring the case before the Commission.

12. Adjournment

Motion by Commissioner Urquilla, Seconded by Mayor Turnbow, to adjourn the February 15, 2022 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 8-0-0.

The February 15, 2022 meeting adjourned at 7:23 p.m.

Respectfully submitted,

Emily Jordan