

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, May 23, 2022
7:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

- MARC 50-Forward Proclamation (pg 259)
- Arbor Day Proclamation (pg 261)

5. Personal Appearances

6. Staff Reports

- A. Public Works (pg 9)
- B. Parks and Recreation (pg 11)
- C. Communications Report
- D. Comprehensive Plan
- E. Monthly Financial Report (pg 15)

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 Meeting Minutes, May 9, 2022 (pg 25)

9. Unfinished Business - Second Reading

- A. Award of Contract to Sands Construction LLC - West Hawk Ridge Park Improvements

- Reference: - Agenda Item Memo (pg 39)
- Bill 3713 (pg 41)
- Contract (pg 43)

The 2020 No Tax Increase Bond Issue included improvements to the soccer field area on the west side of Hawk Ridge Park. A recommendation to award a contract for that project is before the Council.

- City Council, 05/09/2022: Approved 8-0
- Parks and Recreation Board, 04/26/2022: Approved 7-0

B. Budget Amendment - West Hawk Ridge Park Improvements

Reference: - Agenda Item Memo (pg 93)
- Bill 3714 (pg 95)

The contract for construction services for the Hawk Ridge Park Improvements project is within our budget of \$500,000, however, other expenses associated with the engineering of the project exceed the budget. Staff is requesting an amendment to fully finance the project.

- City Council, 05/09/2022: Approved 8-0
- Parks and Recreation Board, 04/26/2022: Approved 7-0

C. Award of Contract to Aquatic Control Inc. for Pond and Lake Management Services

Reference: - Agenda Item Memo (pg 97)
- Bill 3718 (pg 99)
- Contract (pg 101)

Staff has competitively bid the lake and pond management program which includes Johnston Lake at Hawk Ridge Park and Recreation Park Pond. A recommendation to award the contract is before the Council.

- City Council, 05/09/2022: Approved 8-0
- Parks and Recreation Board, 04/26/2022: Approved 7-0

D. Award of Contract to McClure Engineering Company - Centerview Detention Area Design

Reference: - Agenda Item Memo (pg 131)
- Bill 3719 (pg 133)
- Contract (pg 135)

The 2020 No Tax Increase Bond Issue included improvements to the stormwater detention area behind Centerview. A recommendation to award a contract for Centerview Detention Area Design is before the Council.

- City Council, 05/09/2022: Approved 8-0
- Parks and Recreation Board, 04/26/2022: Approved 7-0

E. Calling for the August 2, 2022 Online Use Tax Election

Reference: - Agenda Item Information Sheet (pg 147)
- Bill 3722 (pg 149)

Council has determined it prudent to seek approval for a Use Tax that will allow the City to collect sales tax revenue from the purchase of products from online and out-of-state retailers. The sales tax will be equal to that of the current sales tax and the revenues generated will be used primarily to fund new personnel for the purpose of public safety, including Police, Public Works and Parks and Recreation personnel.

- City Council, 05/09/2022: Approved 8-0

F. Ward Road Eminent Domain Property Acquisition Chapter 523

Reference: - Agenda Item Memo (pg 153)
- Bill 3721 (pg 155)

In August of 2020, the citizens of Raymore, Missouri authorized the issuance of general obligation bonds for street and park improvements including the reconstruction of Ward Road. Efforts have been made since November of 2021 to acquire the necessary right-of-way and easements to complete the Project. To maintain the anticipated construction schedule and budget for the project, City staff seeks authorization to initiate eminent domain pursuant to Chapter 523 RSMo.

- City Council, 05/09/2022: Approved 7-1

10. New Business - First Reading

A. Utility Easement Vacation - 813 Bridgeshire Drive (public hearing)

An application was filed by the homeowner to vacate an existing 25' utility easement. Upon further review, it was determined the vacation occurred as part of the home construction process. The applicant has withdrawn their request, however, staff had already advertised the public hearing for the May 23, 2022 meeting.

B. Raymore Commerce Center South PUD & Preliminary Plan (public hearing)

Reference: - Agenda Item Information Sheet (pg 159)
- Bill 3725 (pg 161)
- Staff Report (pg 164)
- Memorandum of Understanding (pg 178)
- Conceptual Site Plan (pg 197)

An application filed by Grant Harrison, representing VanTrust Real Estate LLC and property owner Double G Properties, LP requesting to reclassify the zoning of 262.09 acres located south of 195th Street east of Interstate 49, commonly referred to as "Corporate Meadows of the Good Ranch, from BP "Business Park District" to PUD "Planned Unit Development District". The rezoning will allow for a proposed light-industrial development as represented on the Preliminary Development Plan.

- Planning and Zoning Commission, 05/17/2022: Approved 8-0

C. Raymore Commerce Center 2nd Final Plat - Lots 2-3

Reference: - Agenda Item Memo (pg 199)
- Bill 3724 (pg 201)
- Staff Report (pg 204)
- Final Plat Drawing (pg 209)

An application filed by Grant Harrison, representing VanTrust Real Estate LLC and KCI Raymore Phase 2, LLC, requesting final plat approval for Lots 2 and 3 of the Raymore Commerce Center. The request allows the remaining land for Building 2 and Building 3 (under construction) to be split into two separate lots.

- Planning and Zoning Commission, 05/17/2022: Approved 7-0-1

D. Award of Contract - 2022 Fire Hydrant Replacement Project

Reference: - Agenda Item Information Sheet (pg 211)
- Bill 3726 (pg 213)
- Contract (pg 215)

This project will replace 21 hydrants along with 6 valves that were found to have operational issues such as difficulty opening or leaking after they were shut off during the Operations and Maintenance annual hydrant testing and valve operation program. The location of the work is shown on the attached map.

Staff recommends approval of Bill 3726 awarding contract to Hettinger Excavating LLC for the 2022 Fire Hydrant Replacement Project.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 05/16/2022 (pg 253)
 - Planning and Zoning Commission Minutes, 04/19/2022 (pg 255)
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EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports



PUBLIC WORKS MONTHLY REPORT

May 2022

ENGINEERING DIVISION

Projects Advertised for Bid

Water Storage Tank Inspections
FY 2022 Street Preservation
FY 2022 Curb Replacement
FY 2022 ADA Ramp replacement
FY 2022 Stormwater Improvement

Projects Under Construction

Centerview Phase II - Complete
Johnston Drive Sanitary Sewer Replacement - Complete

Projects Under Design

2021 Inflow and Infiltration correction project
Sunset Lane and Hawkridge Park GO Improvements

Development Under Construction

- Eastbrook at Creekmoor
- Venue of the Good Ranch
- Oakridge Farms
- Timber Trails 3rd
- Prairie at Carroll Farms

Developments Under Review

- Edgewater 3rd
- Sendara
- Knoll Estates 2nd

OPERATIONS & MAINTENANCE DIVISION

- 45 City Hall Work Orders
- 4 Driveway Inspections
- 28 Final ROW Inspections
- 304 Locates
- 56 Service Requests
- 19 Sewer Inspection
- 11 Water Inspections
- 4 Sidewalk Inspection
- 11 Water Taps
- 0 Curb Inspection
- Cleaned out sewer inlet boxes
- General water meter turn ons
- Water meter repairs

- Lift station maintenance
- Hydrant meter check outs
- Hydrant meter returns
- Completed water request tickets
- CDL Training
- Installed signs at Meadows of the Good Ranch subdivision
- Fixed signal at J Hwy & 58 Hwy
- Picked up and dropped off recycling and trash carts to residents
- Mowed, weedeated and sprayed stations and city property that we maintain
- Patched potholes
- Dropped off truck #382 to Knapheide
- Got curb patching truck ready
- Completed 4 curb patching requests
- Patched 57' of curbs on Carlisle Dr and on Seminole Ct
- Patched 54' of curbs along Brompton Ln - used 7 bags of concrete
- Building maintenance
- Fleet and equipment maintenance
- Uploaded and entered annual backflow reports
- Sent out annual backflow letters for the month of May
- Assessed and fixed generator at Public Works building
- Picked up fallen tree off Gore Rd
- Mudjacking 2021 report
- CIP concrete inspections list was completed
- Activated new water meters
- Took fleet trucks up to be serviced and oil changed
- Fixed AC Unit at Owen Good Lift Station
- Cleaned out sewer inlet boxes
- General water meter turn ons
- Retrieved some downed signs from Halls Creek Ave
- Assessed damage done to retaining wall off W Foxwood Dr after car accident
- Cleaned streets where stormwater had washed loose gravel and asphalt bits into piles
- Replaced missing stop sign at N Jackson St & W Foxwood Dr
- Assessed and fixed traffic signal issue at W Foxwood Dr & Westgate Dr
- Bi-monthly water samples
- Lift station maintenance



MONTHLY REPORT

May 2022

Monthly Highlights

- Park maintenance crews focused on trimming trees along Greenways and throughout the park system.
- The annual Touch A Truck Event was Saturday, May 7th. Raymore's biggest and most awesome trucks and equipment took over the parking lot at the RAC as several hundred children came to Recreation Park for the event.
- Recreation Coordinator Corinne Harkins conducted a summer camp parent informational meeting.
- Athletic Coordinator Todd Brennon conducted umpire training on Tuesday and Thursday of this week for the upcoming recreational baseball/softball season.
- New turf carpet and framing supports were installed at Ward Park Playground. The previous surface was damaged in a high-wind event earlier this year.
- Centerview was host to several graduation parties, police training and other private events.
- Recreation Superintendent Jimmy Gibbs and Recreation Coordinator Corinne Harkins held interviews for the assistant recreation coordinator position.
- The Parks maintenance staff received the new Kubota RTV to be used for landscaping, athletic field maintenance and general park maintenance purposes.
- Parks Superintendent Steve Rulo met with American Ramp Company and community members to discuss the upcoming skate park construction project.
- Parks and Recreation Director Nathan Musteen and Superintendents Gibbs and Rulo conducted an internal 2023 budget development workshops.
- Parks and Recreation Director Nathan Musteen met with CFS Engineers on the Hawk Ridge Park east improvements projects approved in the 2020 No Tax Increase Bond issue.
- Parks and Recreation Director Nathan Musteen met with staff from Development Services regarding park land dedication.
- Forty-two Scouters and over 20 Scout leaders from Troops 1032 and 7032 preformed a service project at the City's newly acquired Pine Street property. Tires, basketball goals, trash and all kinds of items were cleaned up in the wood area. The group was treated to pizza and drinks from Casey's General Store provided by City Administration.





Parks and Recreation Board / Tree Board

- The Raymore Tree Board met on May 11th. Topics of discussion included the upcoming Arbor Day tree planting and tree preservation ordinances.
- Park Staff and the Raymore Tree Board planted the 2022 Tree City USA - Arbor Day trees along the trail at Hawk Ridge Park near the south parking lot.
- The Raymore Parks and Recreation Board met in a work session this week. Topics of discussion included the Comprehensive Master Plan and upcoming capital improvement projects.

Now Hiring Awesome People!

Raymore Parks and Recreation is now hiring for all part-time positions including camp counselors, park maintenance workers, concessions, sports officials and all types of instructors! For more information or to complete an application, check us out online at:

www.raymore.com/joinparks



Facility Use for the Month

Centerview

- Summer Concert
- Police Trainings
- Baby Shower
- Raymore Garden Club Meeting
- 8 Graduation Parties
- KCATA Retreat
- CPR Training

Raymore Activity Center

- 1 Birthday Party
- Microchip and Vaccination Clinic

- Bridge Club
- Live Wires Square Dance
- Summit Homes Business Meetings
- 1 HOA Meeting
- 2 Birthday Parties
- American Arabian Horse Meeting
- Quinceanera

Picnic Shelters

- 33 rentals



Touch a Truck Success Story

This year's Touch a Truck introduced a sensory friendly hour where there were no running engines, no horns, no sirens. One of the very first participants who arrived had a sensory processing disorder and was really nervous. He wore his headphones and got comfortable once he realized it stayed quiet and had a fantastic time.

Staff heard from several parents who truly appreciated our sensitivity to children with sensory processing disorders, autism or do not like loud noises. Our goal of inclusivity for people of all abilities and needs continues to be appreciated in our parks, events and spaces.

FARMERS MARKET

RAYMORE parks & recreation

TUESDAYS • 4-7 PM • JUNE - SEPT
MUNICIPAL CIRCLE (BEHIND CITY HALL)

RAYMORE.COM/FARMERSMARKET

RAYMOREPARKSANDREC

The banner features a background image of a busy farmers market with people walking and stalls under blue and red canopies. The text is overlaid on the image in a clean, modern font. The Raymore parks & recreation logo is in the top right corner. The event details are in a dark blue box at the bottom, and the website and social media information are at the very bottom.

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period April 1, 2022 to April 30, 2022.

April Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

50.00% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 62.25% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected at 100.99%.
- Franchise Tax revenues as a whole are tracking above straight line at 53.47%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year. Spire Franchise is tracking ahead of the prior year by \$109,381. This is primarily due to their rate increases to the consumer.
- Sales tax revenues as a whole are tracking above straight line budget at 50.70%. City sales taxes are at 50.85% while state shared gasoline and vehicle taxes are at 49.01%.
- Fees and Permit revenues collected are tracking above straight line budget at 130.27%. There are 76 detached single family and 192 attached single family residential building permits issued out of the 150 budgeted starts. In addition, we have issued 12 commercial building permits.
- License revenues collected are tracking as expected at 80.38% of straight line budget. Occupational license revenues collected are tracking ahead of expectation and this is attributed to the ability to complete forms and pay for the license online. Nearly all of the revenue is received in January when the licenses are due and staff anticipates a small amount throughout the spring and summer for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are below straight line budget at 24.49%. The court is in the process of transitioning to the Show-Me Court software required by the State of Missouri. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

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

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Street Department is currently at 55.62% of straight line budget primarily due to the purchase of salt as well as the annual Household Hazardous Waste event that was paid for in February. This event will occur in June.
- The Finance Department is currently at 54.41% of straight line budget primarily due to the completion of the annual audit.

Parks & Recreation Fund

Revenue:

Revenues are at 57.24% of budget 50.00% of the way through the year; normal for this time of the year. Recreation revenues will continue to increase in May with the start of baseball and softball games. Rental revenues are anticipated to increase in the late spring and summer Staff will monitor all revenue sources closely. Raymore Activity Center revenue increased in April due to Summer Camp enrollments.

Expenditures:

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 49.14% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

01 -GENERAL FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,693,079.00	14,671.24	1,709,856.78	0.00	(16,777.78)	100.99
FRANCHISE TAXES	0.00	0.00	0.00	2,109,554.00	210,032.37	1,128,009.41	0.00	981,544.59	53.47
SALES TAXES	0.00	0.00	0.00	3,849,653.00	320,688.51	1,951,863.93	0.00	1,897,789.07	50.70
FEES AND PERMITS	0.00	0.00	0.00	363,432.00	157,764.95	473,458.80	0.00	(110,026.80)	130.27
LICENSES	0.00	0.00	0.00	122,312.00	3,805.00	98,312.75	0.00	23,999.25	80.38
MUNICIPAL COURT	0.00	0.00	0.00	343,276.00	18,379.49	84,074.46	0.00	259,201.54	24.49
MISCELLANEOUS	0.00	0.00	0.00	522,151.00	4,690.11	361,601.22	0.00	160,549.78	69.25
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,631,504.00	135,458.67	812,752.02	0.00	818,751.98	49.82
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	10,634,961.00	865,490.34	6,619,929.37	0.00	4,015,031.63	62.25
<u>COVID-19</u>									
TOTAL REVENUES	0.00	0.00	0.00	10,634,961.00	865,490.34	6,619,929.37	0.00	4,015,031.63	62.25
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	476,000.00	8,333.33	49,999.98	0.00	426,000.02	10.50
ADMINISTRATION	0.00	0.00	0.00	1,427,231.00	98,163.03	624,682.71	3,646.54	798,901.75	44.02
INFORMATION TECHNOLOGY	1,561.05	478.01	1,083.04	660,828.00	38,979.21	344,010.93	17,745.81	299,071.26	54.74
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	158,219.00	19,792.21	59,816.96	80.00	98,322.04	37.86
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	777,974.00	45,789.66	372,746.23	1,271.88	403,955.89	48.08
ENGINEERING	0.00	0.00	0.00	451,616.00	33,995.28	218,348.54	1,625.35	231,642.11	48.71
STREETS	633.35	0.00	633.35	844,407.52	83,277.12	460,567.53	9,068.68	374,771.31	55.62
BUILDING & GROUNDS	401.79	401.79	0.00	361,933.00	23,973.95	154,477.19	4,067.30	203,388.51	43.80
STORMWATER	0.00	0.00	0.00	310,493.00	19,303.79	136,776.75	172.75	173,543.50	44.11
COURT	0.00	0.00	0.00	132,999.73	9,202.94	54,311.52	256.00	78,432.21	41.03
FINANCE	0.00	0.00	0.00	729,538.00	103,751.73	392,585.33	4,366.82	332,585.85	54.41
COMMUNICATIONS	0.00	0.00	0.00	218,219.00	10,093.29	75,987.87	10,603.72	131,627.41	39.68
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	10,000.00	2,000.00	12,400.00	49.18
POLICE	0.00	0.00	0.00	4,337,192.00	316,158.86	2,073,032.16	13,855.23	2,250,304.61	48.12
EMERGENCY MANAGEMENT	0.00	0.00	0.00	136,295.00	4,629.10	62,350.15	231.55	73,713.30	45.92
TOTAL EXPENDITURES	2,596.19	879.80	1,716.39	11,047,345.25	817,443.50	5,089,693.85	68,991.63	5,888,659.77	46.70
REVENUES OVER/(UNDER) EXPENDITURES	(2,596.19)	879.80	(1,716.39)	(412,384.25)	48,046.84	1,530,235.52	(68,991.63)	(1,873,628.14)	354.34-

25 -PARK FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	453,391.00	3,949.50	457,533.83	0.00	(4,142.83)	100.91
MISCELLANEOUS	0.00	0.00	0.00	12,679.00	86.69	853.65	0.00	11,825.35	6.73
FACILITY RENTAL REVENUE	0.00	0.00	0.00	12,275.00	1,610.00	5,260.00	0.00	7,015.00	42.85
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	225,000.00	0.00	225,000.00	50.00
TOTAL PARKS DIVISION	0.00	0.00	0.00	928,345.00	43,146.19	688,647.48	0.00	239,697.52	74.18
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	4,856.50	4,877.00	0.00	55,123.00	8.13
FACILITY RENTAL REVENUE	0.00	0.00	0.00	51,850.00	0.00	1,427.50	0.00	50,422.50	2.75
PROGRAM REVENUE	0.00	0.00	0.00	227,250.00	10,810.00	122,035.00	0.00	105,215.00	53.70
TOTAL RECREATION DIVISION	0.00	0.00	0.00	339,100.00	15,666.50	128,339.50	0.00	210,760.50	37.85
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	63,875.00	7,971.01	25,420.64	0.00	38,454.36	39.80
PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	0.00	2,045.00	0.00	7,555.00	21.30
TOTAL CENTERVIEW	0.00	0.00	0.00	73,475.00	7,971.01	27,465.64	0.00	46,009.36	37.38
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	1,500.00	300.00	1,473.00	0.00	27.00	98.20
CONCESSION REVENUE	0.00	0.00	0.00	4,000.00	129.00	123.00	0.00	3,877.00	3.08
FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	440.00	4,930.00	0.00	19,895.00	19.86
PROGRAM REVENUE	0.00	0.00	0.00	197,590.00	17,087.50	47,063.00	0.00	150,527.00	23.82
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	227,915.00	17,956.50	53,589.00	0.00	174,326.00	23.51
TOTAL REVENUES	0.00	0.00	0.00	1,568,835.00	84,740.20	898,041.62	0.00	670,793.38	57.24
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	192.00	0.00	192.00	892,337.50	66,396.68	406,712.53	16,063.20	469,561.77	47.38
RECREATION DIVISION	0.00	0.00	0.00	340,763.50	41,725.78	150,981.69	4,506.97	185,274.84	45.63
CENTERVIEW	125.00	125.00	0.00	96,106.00	3,861.67	27,058.81	1,109.71	67,937.48	29.31
RAYMORE ACTIVITY CENTER	699.75	699.75	0.00	233,382.50	17,421.94	98,700.36	966.74	133,715.40	42.71
TOTAL EXPENDITURES	1,016.75	824.75	192.00	1,562,589.50	129,406.07	683,453.39	22,646.62	856,489.49	45.19
REVENUES OVER/(UNDER) EXPENDITURES	(1,016.75)	824.75	(192.00)	6,245.50	(44,665.87)	214,588.23	(22,646.62)	(185,696.11)	3,073.28

50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	25,839.00	1,457.96	10,705.44	0.00	15,133.56	41.43
UTILITY REVENUE	0.00	0.00	0.00	9,353,114.00	699,039.60	4,598,046.75	0.00	4,755,067.25	49.16
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,378,953.00	700,497.56	4,608,752.19	0.00	4,770,200.81	49.14
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	9,378,953.00	700,497.56	4,608,752.19	0.00	4,770,200.81	49.14
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	299,899.28	0.00	300,100.72	49.98
WATER	37,726.44	35,331.99	2,394.45	3,441,890.52	277,456.26	1,331,329.90	209,641.77	1,900,918.85	44.77
SEWER	7,613.33	0.00	7,613.33	3,658,172.97	547,194.62	1,602,210.37	53,069.56	2,002,893.04	45.25
SOLID WASTE	0.00	0.00	0.00	1,880,296.00	141,924.40	712,033.70	0.00	1,168,262.30	37.87
TOTAL EXPENDITURES	45,339.77	35,331.99	10,007.78	9,580,359.49	1,016,575.28	3,945,473.25	262,711.33	5,372,174.91	43.93
REVENUES OVER/(UNDER) EXPENDITURES	(45,339.77)	35,331.99	(10,007.78)	(201,406.49)	(316,077.72)	663,278.94	(262,711.33)	(601,974.10)	198.89-

Investment Monthly Report

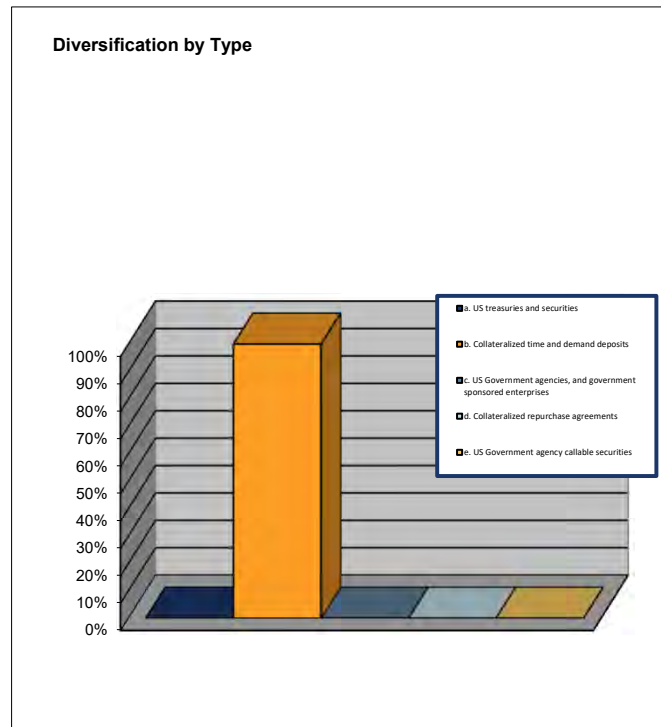
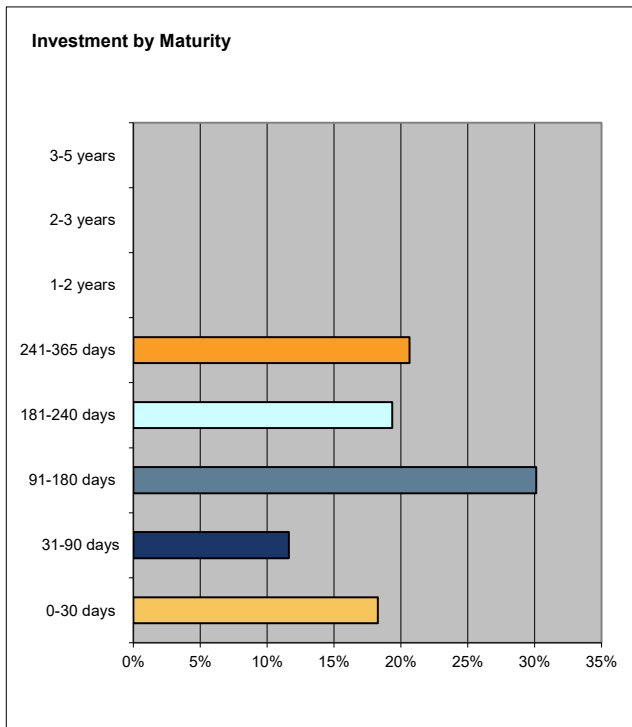
Investments Held at 04/30/2022

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/17/21	1936	CBR	CD		12/20/22	2,000,000.00	2,000,000.00	0.4300	2,000,000.00
12/17/21	1944	CBR	CD		12/20/22	2,500,000.00	2,500,000.00	0.4300	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,126,062.93	2,126,062.93	0.0600	2,126,062.93
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,016,727.08	1,016,727.08	0.0600	1,016,727.08
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,103,188.06	1,103,188.06	0.0600	1,103,188.06
08/26/21	1036781	NASB	CD		08/26/22	2,000,000.00	2,000,000.00	0.4300	2,000,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/22	699,769.30	699,769.30	0.2000	699,769.30
09/11/20	901488	CBR	CD		09/11/22	2,004,211.52	2,004,211.52	0.2100	2,004,211.52
03/31/22		COMMERCE	US TREASURY		03/31/23	4,800,000.00	4,800,000.00	1.6500	4,800,000.00
10/01/21	1043760	NASB	CD		10/03/22	5,000,000.00	5,000,000.00	0.4400	5,000,000.00
Investment Total						23,249,958.89	23,249,958.89		23,249,958.89

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

Average Annual Rate of Return: 0.5906

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



Listing of Investments Matured During the Month

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

April Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2021 - Sept. 2022)	MoDOT (Traffic & Hwy. Safety Division)	\$7,500 (no match)	\$1,020.02	\$0.00	09/30/22
State & Community Hwy. Safety Grant - HMV (Oct. 2021 - Sept. 2022)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$1,973.30	\$0.00	09/30/22
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2022 (July 2021 - June 2022)	FEMA	\$51,213.99 (50% match)	\$35,249.14	\$35,249.14	06/30/22
Cares Act - COVID19	Cass County		\$1,124,198	\$1,124,198	12/31/20
American Rescue Plan Act (ARPA)	State of MO - Office of Administration	\$4,478,428.98	\$2,260,791.84	\$2,260,791.84	12/31/26
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, MAY 9, 2022 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, FORSTER, HOLMAN, TOWNSEND, AND WILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

Mayor Turnbow called the meeting to order at 7:00 p.m.

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business.

3. Pledge of Allegiance

4. Presentation/Awards

Mayor Turnbow presented proclamations to Public Works Director Mike Krass for Public Works Week and to Chief Jan Zimmerman for National Police Week.

Bob Schmidt, owner of Aaron's Family Fun Center, presented a check to the Raymore Police Department from proceeds of an annual fundraising event they hosted.

5. Personal Appearances

6. Staff Reports

Development Services Director David Gress provided a review of the staff report included in the Council packet. He provided an update on current development projects and reviewed upcoming items coming before the Planning and Zoning Commission.

City Manager Jim Feuerborn reviewed items for the May 16 work session. He announced that Chief Jan Zimmerman was recently chosen as the Missouri Police Chief of the Year.

7. Committee Reports

8. Consent Agenda

A. City Council Regular Meeting minutes, April 25, 2022

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 Forster Aye
Councilmember Holman Aye
Councilmember Townsend Aye
Councilmember Wills Aye

9. Unfinished Business

A. Intergovernmental Agreement with Department of Social Services (LIHWAP)

BILL 3717: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF SOCIAL SERVICES FAMILY SUPPORT DIVISION."

City Clerk Erica Hill conducted the second reading of Bill 3717 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3717 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3717 as **Raymore City Ordinance 2022-036**.

B. Award of Contract to Liddle Sports Shop - Screen Printing and Embroidery

BILL 3715: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LIDDLE SPORTS SHOP TO PROVIDE SCREEN-PRINTING AND EMBROIDERY SERVICES."

City Clerk Erica Hill conducted the second reading of Bill 3715 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3715 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3715 as **Raymore City Ordinance 2022-037**.

C. Award of Contract to Pepsi Beverages Company - Beverage Vending and Supply Services

BILL 3716: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PEPSI BEVERAGES COMPANY TO PROVIDE BEVERAGE VENDING AND SUPPLY SERVICES."

City Clerk Erica Hill conducted the second reading of Bill 3716 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3716 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3716 as **Raymore City Ordinance 2022-038**.

D. Contract for Real Estate Purchase - Firing Range Property

BILL 3720: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT TO PURCHASE 40 ACRES OF UNDEVELOPED PROPERTY LOCATED

WEST OF MO-291 HIGHWAY, AND SOUTH OF 225TH STREET IN CASS COUNTY, MISSOURI, IN THE AMOUNT OF \$350,000.”

City Clerk Erica Hill conducted the second reading of Bill 3720 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3720 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3720 as **Raymore City Ordinance 2022-039.**

E. Watermark at Raymore Chapter 100 Bond Issuance & Development Agreement

BILL 3711: “AN ORDINANCE AUTHORIZING THE TAXABLE INDUSTRIAL REVENUE BONDS (WATERMARK PROJECT), SERIES 2022 RELATED TO A COMMERCIAL DEVELOPMENT PROJECT IN THE CITY AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS.”

City Clerk Erica Hill conducted the second reading of Bill 3711 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3711 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3711 as **Raymore City Ordinance 2022-040.**

10. New Business

A. Award of Contract to Sands Construction LLC - West Hawk Ridge Park Improvements

BILL 3713: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SANDS CONSTRUCTION LLC FOR THE WEST HAWK RIDGE PARK IMPROVEMENTS IN THE AMOUNT OF \$480,070.85."

City Clerk Erica Hill conducted the first reading of Bill 3713 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. The 2020 General Obligation Bond Issue called for improvements on the west side of Hawk Ridge Park. In February, staff advertised a request for proposals for improvements that included a new parking lot, exercise trail around the soccer fields, permanent port-a-pot structure, water fountain and irrigation access. Sands Construction was the lowest and most responsive with a base bid of \$480,070.85.

Councilmember Holman confirmed if this is a bond project for Hawk Ridge Park. Mr. Musteen confirmed that it is one of two projects for Hawk Ridge Park approved with the GO Bond.

Councilmember Burke thanked staff for the level of detail in this contract.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3713 by title only.

DISCUSSION: None

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

B. Budget Amendment - West Hawk Ridge Park Improvements

BILL 3714: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2021 CAPITAL BUDGET."

City Clerk Erica Hill conducted the first reading of Bill 3714 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. The 2020 General Obligation Bond Issue called for improvements on the west side of Hawk Ridge Park. The contract for construction services came in under our budget of \$500,000, other expenses that include project design, geotech services, construction documents and bidding services exceeded the budget. Staff is requesting a budget amendment of \$60,000 to fully finance the project and proceed with construction with an allowance for contingency. This amendment is requested from the Parks GO Bond funds; \$80,000 is currently unallocated toward specific projects and available to use for Parks GO Bond projects.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3714 by title only.

DISCUSSION: None

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

C. Award of Contract to Aquatic Control Inc. for Pond and Lake Management Services

BILL 3718: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AQUATIC CONTROL, INC TO PROVIDE POND AND LAKE MANAGEMENT SERVICES."

City Clerk Erica Hill conducted the first reading of Bill 3718 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. This contract manages the chemical treatment at Recreation Park Pond and Johnston Lake, including the fountain maintenance at Recreation Park Pond and light trash maintenance at Johnston Lake. In addition, the selected vendor will work with the Missouri Department of Conservation on the biological well-being of the fish to ensure safe and free recreational fishing in the City and be the maintenance provider for the fountain at Johnston Lake. The current contract expires at the end of April 2022. In January, staff sent out a request for proposal for these services. The RFP offered a shortened contract with the option to renew for an additional two one-year terms. The shortened term will expire in December 2022, realigning the contract services to coincide with the dormant season and calendar year. The option for years two and three will be full twelve month contracts. Staff received two proposals and found Aquatic Control, Inc. to be the lowest, best bid. He answered questions from Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3718 by title only.

DISCUSSION: None

VOTE:

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

D. Award of Contract to McClure Engineering Company - Centerview Detention Area Design

BILL 3719: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCLURE ENGINEERING COMPANY FOR THE CENTERVIEW DETENTION AREA DESIGN PROJECT IN THE AMOUNT OF \$29,200."

City Clerk Erica Hill conducted the first reading of Bill 3719 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. The 2020 General Obligation Bond Issue called for a phase two in order to complete the final improvements at Centerview. Part of the improvements included redesigning and enhancing the view of Raymore's premier event space, while improving the stormwater functions of the property. Staff is requesting Council to award a contract for design services to convert the stormwater detention areas behind Centerview into an adaptive area specifically designed to utilize native plantings that will assist in filtration of stormwater, serve as a pollinator garden attracting monarch butterflies and provide a plan for public education showcasing the benefits of the project while creating a beautiful space around Centerview. In accordance with the City's Purchasing Policy, staff issued a Request for Qualifications to Engineering firms. One firm submitted a response: McClure Engineering Company. 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.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3719 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye

Councilmember Burke, III	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills	Aye

E. Calling for the August 2, 2022 Online Use Tax Election

BILL 3722: "AN ORDINANCE AUTHORIZING AND DIRECTING SUBMISSION TO THE VOTERS OF THE CITY OF RAYMORE, MISSOURI AT THE ELECTION OF AUGUST 2, 2022, THE PROPOSAL TO AUTHORIZE THE IMPOSITION OF A USE TAX FOR GENERAL REVENUE PURPOSES AT A RATE EQUAL TO THE CURRENT SALES TAX RATE OF 2.50% IN THE CITY OF RAYMORE, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3722 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. Bill 3722 seeks to place a question on the August 2, 2022, ballot considering a local use tax on online and out-of-state retail sales. The use tax is already collected by the state and numerous surrounding municipalities. If the question is approved, the City of Raymore would begin collecting a use tax from sales made to Raymore buyers by online and out-of-state vendors that are not currently taxed. He noted the question marks in place of a title on the ballot language; noting the title would be decided before second reading.

Mayor Turnbow stated this has been called the Wayfair Tax for the last several years; it simply imposes a retail sales tax on online and out-of-state sales.

Councilmember Abdelgawad asked if this would impose a tax on construction materials. Mr. Feuerborn stated it would apply to out-of-state and online purchases.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3722 by title only.

DISCUSSION: None

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

F. Ward Road Eminent Domain Property Acquisition Chapter 523

BILL 3721: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DIRECTING THE CITY MANAGER TO INITIATE THE PROCEDURES REQUIRED PURSUANT TO CHAPTER 523 OF THE REVISED STATUTES OF MISSOURI FOR THE ACQUISITION OF ALL NECESSARY RIGHTS-OF-WAY, TEMPORARY EASEMENTS AND PERMANENT EASEMENTS TO COMPLETE THE WARD ROAD IMPROVEMENT PROJECT, PROJECT 360-201."

City Clerk Erica Hill conducted the first reading of Bill 3721 by title only.

City Attorney Jonathan Zerr provided a review of the staff report included in the Council packet. On August 4, 2020, the citizens of Raymore, Missouri, voted to approve the issuance of general obligation bonds for street and park improvements including the complete reconstruction of Ward Road. The City has completed the necessary engineering work for the improvements which will include reconstructions and widening of the roadway, installation and improvement of storm sewer controls and installation of sidewalks and/or trails to improve the safety of both the pedestrians and motorists alike. The City has accepted a bid for the completion of the project. The project will require the acquisition of additional right-of-way, temporary easements and permanent easements and has been diligently working on negotiating for the purchase of the same since November 2021. City staff has had limited success in obtaining the necessary right-of-way and easements. In order to maintain the timely completion of the Project and to obtain the necessary right-of-way and easements in a fiscally responsible manner, City staff is seeking authorization to initiate the eminent domain procedures authorized by Chapter 523 of the Revised Statutes of Missouri. He noted there is a cooperative agreement with Cass County on this matter and that negotiations with property owners can continue as this process occurs.

Mayor Turnbow asked how many properties are involved. Public Works Director Mike Krass stated 12 properties are involved.

Councilmember Berendzen clarified that we are asking for an additional 10 feet of right-of-way for the purposes of expanding easements, and that no buildings or dwellings would be affected. Mr. Krass stated that is correct.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3721 by title only.

DISCUSSION: Councilmember Forster expressed concerns that part of this is in the County and would prefer to further negotiate before invoking eminent domain.

Councilmember Holman stated this project was voted on by the citizens by an overwhelming majority to make the road better and safer. This item is necessary to fulfill the promise to the voter.

Councilmember Barber stated citizens want to see the Council and City make improvements to transportation

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

G. Raymore Festival in the Park Memorandum of Understanding

RESOLUTION 22-15: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAYMORE AND THE FESTIVAL IN THE PARK, INC COMMITTEE FOR THE 2022 FESTIVAL IN THE PARK EVENT."

City Clerk Erica Hill conducted the reading of Resolution 22-15 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. The Raymore Festival in the Park is an annual event held in Raymore's Memorial Park. The three-day event includes carnival rides, vendor booths and various activities for the benefit of the residents of Raymore and surrounding areas. The attached memorandum of understanding (MOU) outlines the partnership of services, materials and public land offered by the City as an in-kind contribution to the Festival in the Park. The MOU is reviewed and approved each year between the Parks and Recreation Board and the Festival Committee.

Councilmember Barber noted that the Raymore Festival in the Park is not affiliated with the City.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 22-15 by title only.

DISCUSSION: None

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

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked the Public Works and Police Departments for their service to the City, congratulated Chief Zimmerman on being chosen as the Missouri Police Chief of the Year, wished Mr. Ekey success as he moves on to a new opportunity, thanked Mr. Schmidt for the donation from Aaron's Family Fun Center, and expressed excitement for the improvements to Hawk Ridge Park and the progress at the Raymore Commerce Center.

Councilmember Berendzen noted his nay vote falls in line with the wishes of his constituents.

Councilmember Abdelgawad noted that Peace Officer Memorial Day is Sunday, May 15, 2022.

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 Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

The regular meeting of the Raymore Council adjourned at 8:01 p.m.

Respectfully submitted,

Erica Hill
City Clerk

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 9, 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 3713: Award of Contract, Sands Construction, LLC

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

Award To:	Sands Construction
Amount of Request/Contract:	\$480,070.85
Amount Budgeted:	\$500,000
Funding Source/Account#:	Park GO Bond

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 2022	September 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 26, 2022
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 General Obligation Bond Issue called for improvements on the west side of Hawk Ridge Park.

In February, staff advertised a request for proposals for improvements that included a new parking lot, exercise trail around the soccer fields, permanent port-a-pot structure, water fountain and irrigation access. Two alternate bid requests were included in the bid (a loop drive that connected Johnston Parkway to Laurus Drive running through the park and concrete trails in lieu of asphalt) that are not recommended at this time due to budget constraints.

Four proposals were received:

Sands Construction
Mega KC Corporation
Paritrave Innovations
Primetime

Sands Construction was the lowest and most responsive with a base bid of \$480,070.85. All other responses exceeded the project budget.

BILL 3713

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SANDS CONSTRUCTION LLC FOR THE WEST HAWK RIDGE PARK IMPROVEMENTS IN THE AMOUNT OF \$480,070.85.”

WHEREAS, the 2020 General Obligation Bond Issue included improvements on the west side of Hawk Ridge Park; and,

WHEREAS, staff competitively bid the improvement projects; and,

WHEREAS, Sands Construction, LLC is the best, most responsive bid.

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

Section 1. The City Manager is authorized to enter into an agreement (Exhibit A) with Sands Construction LLC for improvements to the west side of Hawk Ridge 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 9TH DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF MAY, 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

WEST HAWK RIDGE PARK IMPROVEMENTS

This Contract for West Hawk Ridge Park Improvements, hereafter referred to as the **Contract** is made this 23rd day of May, 2022, between Sands Construction LLC, an entity organized and existing under the laws of the State of Kansas, with its principal office located at Leavenworth, Kansas, 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 May 23, 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 22-386-201 and the General Terms and Conditions in Appendix C, 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 120 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 \$480,070.85.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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 2019 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.

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.

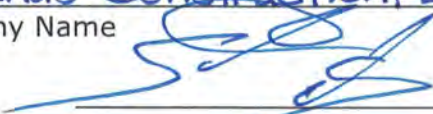
THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

Sands Construction, LLC
Company Name

By: _____


Title: Owner

Attest: _____


APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

West Hawk Ridge Park Improvements

SCOPE OF SERVICES

The firm selected will be responsible for providing construction services associated with the site plans. This includes but is not limited to parking improvements, walking trails, general grading, road construction, water connections and a portable restroom enclosure.

Contractors will be expected to meet with staff and design consultants throughout the project.

1) **SPECIFICATIONS WHICH APPLY**

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, 2021 Missouri Standard Specifications for Highway Construction and revisions effective January 1, 2022, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2019 and all subsequent revisions. If a conflict exists between the specifications, the more stringent shall prevail.

2) **PROJECT AWARD**

Award of this project will be based upon the sum of the bid schedules for only the West Hawk Ridge Park Improvements, with or without consideration of any alternatives.

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

3) **PROJECT COMPLETION AND SCHEDULE**

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

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2019 shall be amended to include the following:

Contractor shall complete work within **120** calendar days of execution of the Notice to Proceed.

4) ENGINEER

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

5) GENERAL CONDITIONS

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

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

6) ADDITIONAL INFORMATION

6.1) Project is tax exempt.

CITY OF RAYMORE, MISSOURI RFP # 22-386-201

Appendix B - Special Provisions

SFS / 211082

Hawk Ridge Park

SECTION 05 5000 METAL FABRICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated steel items.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum 2014 (2015 Errata).
- B. ALI A14.3 - Ladders - Fixed - Safety Requirements 2014.
- C. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2014.
- D. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2020.
- E. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- F. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates 2018.
- G. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength 2014 (Editorial 2017).
- H. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing 2021.
- I. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2014.
- J. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric) 2014.
- K. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2014.
- L. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric) 2013.
- M. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2012.
- N. AWS D1.1/D1.1M - Structural Welding Code - Steel 2015, with Errata (2016).
- O. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel 2017.
- P. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer 1999 (Ed. 2004).
- Q. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic") 2002 (Ed. 2004).
- R. SSPC-SP 2 - Hand Tool Cleaning 2018.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
 - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.
- D. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is accredited under IAS AC172.

Hawk Ridge Park

SFS / 211082

1.05 QUALITY ASSURANCE

- A. Design metal fabrications under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.

PART 2 PRODUCTS

2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- C. Plates: ASTM A283/A283M.
- D. Pipe: ASTM A53/A53M, Grade B Schedule 40, black finish.
- E. Fasteners: As detailed or required for indicated applications.
- F. Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- G. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- H. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- I. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.02 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FINISHES - STEEL

- A. Prime paint steel items.
- B. Prepare surfaces to be primed in accordance with SSPC-SP2.
- C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- D. Prime Painting: One coat.
- E. Galvanizing of Structural Steel Members: Galvanize after fabrication to ASTM A123/A123M requirements. Provide minimum 1.7 oz/sq ft galvanized coating. (Provide minimum 530 g/sq m galvanized coating.)
- F. Galvanizing of Non-structural Items: Galvanize after fabrication to ASTM A123/A123M requirements.

2.04 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch (3 mm) maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch (1.5 mm).
- C. Maximum Misalignment of Adjacent Members: 1/16 inch (1.5 mm).
- D. Maximum Bow: 1/8 inch (3 mm) in 48 inches (1.2 m).
- E. Maximum Deviation From Plane: 1/16 inch (1.5 mm) in 48 inches (1.2 m).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

SFS / 211082

Hawk Ridge Park

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Obtain approval prior to site cutting or making adjustments not scheduled.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION

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Hawk Ridge Park

**SECTION 06 2000
FINISH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Finish carpentry items.
- B. Hardware and attachment accessories.

1.02 RELATED REQUIREMENTS

- A. Section 09 9113 - Exterior Painting: Painting of finish carpentry items.

1.03 REFERENCE STANDARDS

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition 2014, with Errata (2016).
- B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 4.0 2021.
- C. AWPA U1 - Use Category System: User Specification for Treated Wood 2018.
- D. HPVA HP-1 - American National Standard for Hardwood and Decorative Plywood 2016.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with installation of associated and adjacent components.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data:
 - 1. Provide manufacturer's product data, storage and handling instructions for factory-fabricated units.
 - 2. Provide instructions for attachment hardware and finish hardware.
- C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
 - 1. Scale of Drawings: 1-1/2 inch to 1 foot (125 mm to 1 m), minimum.
 - 2. Provide information as required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
- D. Samples: Submit two samples of each specified wood material 12 inches long.
 - 1. Coordinate finish with Division 09 and submit one finished and one unfinished sample of each specified wood material.

1.06 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect from moisture damage.
- B. Handle materials and products to prevent damage to edges, ends, or surfaces.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
 - 1. Exterior Carpentry: Custom Grade.
- B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.
- C. Exterior Woodwork Items:

Finish Carpentry

Bid Documents
1/7/2022

06 2000 - 1

Hawk Ridge Park

SFS / 211082

1. Exterior Wood Slats: Western Red Cedar; Shop stained and sealed, and field finished as specified.

2.02 LUMBER MATERIALS

- A. Softwood Lumber: PS 20; Western Red Cedar species, plain, rough sawn to match Existing, maximum moisture content of 10 percent; with flat grain, of quality suitable for transparent finish.

2.03 FASTENINGS

- A. Fasteners for Exterior Applications: Provide Type 316 Stainless steel; tamper resistant; length required to penetrate wood substrate 1-1/2 inch (38 mm) minimum.

2.04 ACCESSORIES

- A. Primer: Alkyd primer sealer.
- B. Wood Filler: Solvent base, tinted to match surface finish color.

2.05 WOOD TREATMENT

- A. Factory-Treated Lumber: Comply with requirements of AWWPA U1 - Use Category System for pressure impregnated wood treatments determined by use categories, expected service conditions, and specific applications.
- B. Wood Preservative by Pressure Treatment (PT Type): Provide AWWPA U1 treatment using waterborne preservative with 0.25 percent retainage.
- C. Redry wood after pressure treatment to maximum 12 percent moisture content.

2.06 SITE FINISHING MATERIALS

- A. Field Finishing: See Section 09 9123.

2.07 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

2.08 SHOP FINISHING

- A. Apply wood filler in exposed nail and screw indentations.
- B. On items to receive transparent finishes, use wood filler that matches surrounding surfaces and is of type recommended for the applicable finish.
- C. Finish work in accordance with AWI/AWMAC/MI (AWS) or AWMAC/MI (NAAWS), Section 5 - Finishing for grade specified and as follows:
 1. Transparent:
 - a. System - 12, Polyurethane, Water-based.
 - b. Stain: As selected by Architect.
 - c. Sheen: Satin.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

3.02 INSTALLATION

- A. Install custom fabrications in accordance with AWI/AWMAC/MI (AWS) or AWMAC/MI (NAAWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use additional overlay trim to conceal larger gaps.

SFS / 211082

Hawk Ridge Park

- D. Install components with nails at [] inch on center (nails at [] mm on center).
- E. Install hardware in accordance with manufacturer's written instructions.

3.03 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Site Finishing: See Section 09 9113 and 09 9123.
- C. Before installation, prime paint surfaces of items or assemblies to be in contact with cementitious materials.

3.04 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch (1.6 mm).
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch (0.79 mm).

END OF SECTION

SFS / 211082

Hawk Ridge Park

**SECTION 07 6200
SHEET METAL FLASHING AND TRIM**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings and counterflashings.
- B. Sealants for joints within sheet metal fabrications.

1.02 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2017a.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2017.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2014a.
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007, with Editorial Revision (2012).
- E. CDA A4050 - Copper in Architecture - Handbook current edition.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples 6 by 6 inch in size illustrating metal finish color.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

1.06 WARRANTY

- A. Correct defective work within a five year period after Date of Substantial Completion. Defective work includes failure of watertightness and/or seals.
- B. Provide 20 year manufacturer warranty for prefinished sheet metal materials. Warranty shall include degradation of metal finish.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239 inch) (0.61 mm) thick base metal.
- B. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch (0.61 mm) thick base metal, shop pre-coated with PVDF coating.
 - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: As selected by Architect from manufacturer's standard colors.

Hawk Ridge Park

SFS / 211082

3. Applications: Flashings and counterflashings exposed to public view, and where specifically indicated on Drawings.

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats and starter strips of same material as sheet, one gage thickness heavier than exposed sheet, and interlockable with exposed sheet.
 1. Provide continuous cleat strips for metal copings and flashings.
- C. Form pieces in longest possible lengths.
- D. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- E. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- F. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; seam for rigidity, seal with sealant.
- G. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
- H. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing materials. Return and brake edges.

2.03 ACCESSORIES

- A. Fasteners: Same material and finish as flashing metal, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; translucent.
- E. Plastic Cement: ASTM D4586/D4586M, Type I.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil (0.4 mm).

3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.

END OF SECTION

SFS / 211082

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**SECTION 07 7200
ROOF ACCESSORIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Snow guards.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
- C. Shop Drawings: Submit detailed layout developed for this project and provide dimensioned location and number for each type of roof accessory.
 - 1. Snow Guards: Submit design calculations for loadings and spacings based on manufacturer testing.
 - 2. Submit shop drawings sealed and signed by a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- D. Warranty Documentation:
 - 1. Submit manufacturer warranty.
 - 2. Ensure that forms have been completed in Owner's name and registered with manufacturer.
 - 3. Submit documentation that roof accessories are acceptable to roofing manufacturer, and do not limit the roofing warranty.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products under cover and elevated above grade.

1.04 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 SNOW GUARDS

- A. Fence Type Snow Guard: Continuous snow guard; manufacturer's standard pipe, bar, channel, or solid rod, set in brackets or posts, with optional plates and metal trim to match roof.
 - 1. Brackets: Aluminum.
 - a. Basis-of-Design: Metal Roof Innovations, Ltd. S-5!, VersaBracket-67.
 - 2. Products:
 - a. Metal Roof Innovations, Ltd. S-5! Attachment Solutions; ColorGard: www.s-5.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.

Hawk Ridge Park

SFS / 211082

- B. Prepare surfaces using methods recommended by manufacturer for achieving acceptable results for applicable substrate under project conditions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.

3.04 CLEANING

- A. Clean installed work to like-new condition.

3.05 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

SFS / 211082

Hawk Ridge Park

**SECTION 07 9200
JOINT SEALANTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer 2015.
- B. ASTM C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants 2015a.
- C. ASTM C834 - Standard Specification for Latex Sealants 2014.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2014a.
- E. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems 2016.
- F. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- G. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants 2008 (Reapproved 2012).
- H. ASTM C1311 - Standard Specification for Solvent Release Sealants 2014.
- I. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants 2002 (Reapproved 2013).
- J. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness 2015.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
- B. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 - 1. Adhesion Testing: In accordance with ASTM C794.
 - 2. Compatibility Testing: In accordance with ASTM C1087.
 - 3. Allow sufficient time for testing to avoid delaying the work.
 - 4. Deliver to manufacturer sufficient samples for testing.

Hawk Ridge Park

SFS / 211082

5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
6. Testing is not required if sealant manufacturer provides data showing previous testing, not older than 24 months, that shows satisfactory adhesion, lack of staining, and compatibility.

1.05 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 1. Adhesives Technology Corporation: www.atcepoxy.com/#sle.
 2. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 3. Bostik Inc: www.bostik-us.com/#sle.
 4. Dow Corning Corporation: www.dowcorning.com/construction/#sle.
 5. Hilti, Inc: www.us.hilti.com/#sle.
 6. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com/#sle.
 7. Pecora Corporation: www.pecora.com.
 8. QUIKRETE Companies: www.quikrete.com/#sle.
 9. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 10. Sika Corporation: www.usa-sika.com/#sle.
 11. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 12. W.R. Meadows, Inc: www.wrmeadows.com.
 13. Substitutions: See Section 01 6000 - Product Requirements.
- B. Self-Leveling Sealants: Pourable or self-leveling sealant that has sufficient flow to form a smooth, level surface when applied in a horizontal joint.
 1. Adhesives Technology Corporation: www.atcepoxy.com/#sle.
 2. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 3. Bostik Inc: www.bostik-us.com/#sle.
 4. Dayton Superior Corporation: www.daytonsuperior.com/#sle.
 5. Dow Corning Corporation: www.dowcorning.com/construction/#sle.
 6. Pecora Corporation: www.pecora.com.
 7. QUIKRETE Companies: www.quikrete.com/#sle.
 8. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 9. Sika Corporation: www.usa-sika.com/#sle.
 10. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 11. W.R. Meadows, Inc: www.wrmeadows.com.
 12. Substitutions: See Section 01 6000 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between different exposed materials.
 - c. Other joints indicated below.
 2. Do not seal the following types of joints.
 - a. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.

SFS / 211082

Hawk Ridge Park

- b. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - c. Joints where installation of sealant is specified in another section.
 - d. Joints between suspended panel ceilings/grid and walls.
- B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
- 1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing.
 - 2. Lap Joints between Manufactured Metal Panels: Butyl rubber, non-curing.
 - 3. Control and Expansion Joints in Concrete Paving: Self-leveling polyurethane "traffic-grade" sealant.

2.03 JOINT SEALANTS - GENERAL

- A. Colors: As selected from Manufacturer's full line, unless otherwise specified.

2.04 NONSAG JOINT SEALANTS

- A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
- 1. Movement Capability: Plus and minus 50 percent, minimum.
 - 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 - 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 - 4. Color: To be selected by Architect from manufacturer's standard range.
 - 5. Service Temperature Range: Minus 20 to 180 degrees F (Minus 29 to 82 degrees C).
- B. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
- 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
 - 3. Color: To be selected by Architect from manufacturer's custom range.
- C. Polyurethane Sealant for Continuous Water Immersion: ASTM C920, Grade NS, Uses M and A; single or multi-component; explicitly approved by manufacturer for continuous water immersion; suitable for traffic exposure when recessed below traffic surface .
- 1. Movement Capability: Plus and minus 35 percent, minimum.
 - 2. Color: To be selected by Architect from manufacturer's custom range.
- D. Polysulfide Sealant for Continuous Water Immersion: Polysulfide; ASTM C920, Grade NS, Uses M and A; single component; explicitly approved by manufacturer for continuous water immersion; not expected to withstand traffic.
- 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Color: To be selected by Architect from manufacturer's custom range.
- E. Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
- F. Butyl Sealant: Solvent-based; ASTM C1311; single component, nonsag; not expected to withstand continuous water immersion or traffic.
- 1. Color: To be selected by Architect from manufacturer's standard range.
- G. Non-Curing Butyl Sealant: Solvent-based; ASTM C1311; single component, non-sag, non-skinning, non-hardening, non-bleeding; vapor-impermeable; intended for fully concealed applications.

2.05 SELF-LEVELING SEALANTS

- A. Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
- 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Hardness Range: 35 to 55, Shore A, when tested in accordance with ASTM C661.
 - 3. Service Temperature Range: Minus 40 to 180 degrees F (Minus 40 to 82 degrees C).

Hawk Ridge Park

SFS / 211082

2.06 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 - 1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type B - Bi-Cellular Polyethylene.
 - 2. Type for Joints Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type C - Closed Cell Polyethylene.
 - 3. Open Cell: 40 to 50 percent larger in diameter than joint width.
 - 4. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL

- A. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

SFS / 211082

Hawk Ridge Park

3.05 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width; i.e. at low temperature in thermal cycle. Report failures immediately and repair.

END OF SECTION

SFS / 211082

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**SECTION 09 9113
EXTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.02 REFERENCE STANDARDS

- A. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials 2020.
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 - 4. Manufacturer's installation instructions.
 - 5. If proposal of substitutions is allowed under submittal procedures, explanation of substitutions proposed.
- C. Paint Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on aluminum sheet, 8 by 10 inches in size.
- D. Transparent Finish Samples: For each type of finish system and in each color and gloss of finish required. Submit on representative samples of actual wood substrates, 8 inches long.
 - 1. Apply coats on samples in steps to show each coat required for system.
 - 2. Label each coat of each sample.
 - 3. Label each sample for location and application area.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gallon (4 L) of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

Hawk Ridge Park

SFS / 211082

1.04 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum three years experience and approved by manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Base Manufacturer: Sherwin-Williams Company: www.sherwin-williams.com.
 - 2. Benjamin Moore & Co.: www.benjaminmoore.com
 - 3. Diamond Vogel Paints: www.diamondvogel.com/#sle.
 - 4. PPG Paints: www.ppgpaints.com/#sle.
- C. Transparent Finishes:
 - 1. Base Manufacturer: Sherwin-Williams Company: www.sherwin-williams.com
 - 2. Benjamin Moore & Co.: www.benjaminmoore.com
 - 3. Diamond Vogel Paints[<->]: www.diamondvogel.com/#sle.
 - 4. PPG Paints Flood Exterior Transparent Finishes: www.flood/sle.
- D. Primer Sealers: Same manufacturer as top coats.
- E. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 3. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.
- B. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.

SFS / 211082

Hawk Ridge Park

- C. Colors: To be selected from manufacturer's full range of available colors.
 - 1. Selection to be made by Architect after award of contract.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including primed metal.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Exterior Light Industrial Coating, Water Based; MPI #163.
 - a. Products:
 - 1) Behr Premium Interior/Exterior Direct-To-Metal Paint Semi-Gloss [No. 3200]. (MPI #163)
 - 2) PPG Paints Pitt-Tech Plus WB DTM Industrial Enamel, 90-1210 Series, Semi-Gloss. (MPI #163)
 - 3) Substitutions: Section 01 6000 - Product Requirements.
- B. Wood, Transparent, Varnish, No Stain:
 - 1. Flat: One coat of varnish; Basis-of-Design: Benjamin Moore, Arborcoat, Waterborne Exterior Translucent Stain, 623 Series. (MPI #33).

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
 - 1. Water Based Primer for Galvanized Metal; MPI #134.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
 - 2. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Exterior Wood Surfaces to Receive Transparent Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.

Hawk Ridge Park

SFS / 211082

3.03 APPLICATION

- A. Exterior Wood to Receive Transparent Finish: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess filler material from surface.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

SFS / 211082

Hawk Ridge Park

**SECTION 10 1400
SIGNAGE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Building identification (Dimensional Letter) signs.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.
- C. Samples: Submit one sample of each type of sign, of size similar to that required for project, illustrating sign style, font, and method of attachment.
- D. Manufacturer's Installation Instructions: Include installation templates and attachment devices.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Package signs as required to prevent damage before installation.

PART 2 PRODUCTS

2.01 SIGNAGE APPLICATIONS

- A. Building Identification Signs:
 - 1. Use individual metal letters.
 - 2. Base-stud-mounted, blind-fastened, in location indicated on drawings.

2.02 DIMENSIONAL LETTERS

- A. Metal Letters:
 - 1. Metal: Fabricated Aluminum.
 - 2. Finish (Letters): Brushed, satin.
 - 3. Size: 6" tall, 1-1/2" depth.
 - 4. Mounting: Concealed screws.

2.03 ACCESSORIES

- A. Concealed Screws: Stainless steel, galvanized steel, chrome plated, or other non-corroding metal.
- B. Mounting Devices: Except as specified for each sign type, provide mounting devices specifically recommended by manufacturer for indicated application; concealed upon finished installation.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.
- C. Protect from damage until Substantial Completion; repair or replace damaged items.

END OF SECTION

SFS / 211082

Hawk Ridge Park

**SECTION 13 3419
METAL BUILDING SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufacturer-engineered, shop-fabricated structural steel building frame.
- B. Metal wall and roof panels including soffits.

1.02 REFERENCE STANDARDS

- A. AISC 360 - Specification for Structural Steel Buildings 2016 (Revised 2021).
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- C. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- E. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2020.
- F. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020.
- G. IAS AC472 - Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems 2018.
- H. MBMA (MBSM) - Metal Building Systems Manual 2019.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on profiles, component dimensions, fasteners.
- C. Shop Drawings: Indicate assembly dimensions, locations of structural members, connections; wall and roof system dimensions, panel layout, general construction details, anchors and methods of anchorage, and installation; framing anchor bolt settings, sizes, locations from datum, and foundation loads; indicate welded connections with AWS A2.4 welding symbols; indicate net weld lengths; provide professional seal and signature.
- D. Samples: Submit two samples of precoated metal panels for each color selected, 6 by 6 inch in size illustrating color and texture of finish.
- E. Manufacturer's Instructions: Indicate preparation requirements, anchor bolt placement, and similar coordination items as required for specified installation.
- F. Erection Drawings: Indicate members by label, assembly sequence, and temporary erection bracing.
- G. Manufacturer's Qualification Statement: Provide documentation showing metal building manufacturer is accredited under IAS AC472.
 - 1. Include statement that manufacturer designs and fabricates metal building system as integrated components and assemblies, including but not limited to primary structural members, secondary members, joints, roof, and wall cladding components specifically designed to support and transfer loads and properly assembled components form a complete or partial building shell.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with AISC 360 and MBMA (MBSM).
- B. Manufacturer Qualifications: Company specializing in the manufacture of products similar to those required for this project.
 - 1. Not less than five years of documented experience.

Hawk Ridge Park

SFS / 211082

- C. Erector Qualifications: Company specializing in performing the work of this section with minimum five years experience.
- D. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and no more than 12 months before start of scheduled welding work.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Provide five year manufacturer warranty for installation and finishes..
 - 1. Include coverage for exterior pre-finished surfaces to cover pre-finished color coat against chipping, cracking or crazing, blistering, peeling, chalking, or fading. Include coverage for weather tightness of building enclosure elements after installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Buildings Systems:
 - 1. Basis-of-Design: Porter Corp., a Playcore company; Polygon, Monoslope: www.poligon.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ASSEMBLIES

- A. Single span rigid frame.
- B. Primary Framing: Rigid frame of rafter beams and columns, canopy beams, and wind bracing.
- C. Secondary Framing: Purlins, and other items detailed.
- D. Roof System: Preformed metal panels oriented parallel to slope, with with 2x6 tongue and groove wood structural decking, and accessory components.
- E. Roof Slope: As indicated on Drawings.

2.03 MATERIALS - FRAMING

- A. Structural Steel Members: ASTM A36/A36M.
- B. Welding Materials: Perform in accordance with AWS D1.1/D1.1M.

2.04 MATERIALS - ROOF

- A. Steel Sheet: Hot-dipped galvanized steel sheet, ASTM A653/A653M, Designation SS (structural steel), Grade 33 (230), with G90/Z275 coating.
- B. Joint Seal Gaskets: Manufacturer's standard type.
- C. Fasteners: Manufacturer's standard type, galvanized to comply with requirements of ASTM A153/A153M, finish to match adjacent surfaces when exterior exposed.
- D. Sealant: Manufacturer's standard type.
- E. Trim, Closure Pieces, Caps, Flashings, Gutters, Downspouts, Rain Water Diverter, Fascias, and Infills: Same material, thickness and finish as exterior sheets; brake formed to required profiles.

2.05 FABRICATION - FRAMING

- A. Fabricate members in accordance with AISC 360 for plate, bar, tube, or rolled structural shapes.

2.06 FINISHES

- A. Framing Members (Structural Steel beams, Girders, and Purlins):
 - 1. Basis-of-Design: Poligon, Poli-5000 powder coat system.
 - a. Color: As selected by Architect from manufacturer's full range of colors.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Metal Roof Panels:

SFS / 211082

Hawk Ridge Park

1. Basis-of-Design: Kynar 500 Polyvinylidene fluoride (PVDF) coating system.
 - a. Color: As selected by Architect from manufacturer's full range of colors.
2. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

3.02 ERECTION - FRAMING

- A. Erect framing in accordance with AISC 360.
- B. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing. Locate braced bays as indicated.
- C. Set column base plates with non-shrink grout to achieve full plate bearing.
- D. Do not field cut or alter structural members without approval.
- E. After erection, prime welds, abrasions, and surfaces not shop primed.

3.03 ERECTION - WALL AND ROOF PANELS

- A. Install in accordance with manufacturer's instructions.
- B. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.
- C. Fasten cladding system to structural supports, aligned level and plumb.
- D. Locate end laps over supports. End laps minimum 2 inches (50 mm). Place side laps over bearing.
- E. Provide expansion joints where indicated.
- F. Use concealed fasteners.
- G. Install sealant and gaskets, providing weather tight installation.

3.04 TOLERANCES

- A. Framing Members: 1/4 inch (6 mm) from level; 1/8 inch (3 mm) from plumb.
- B. Siding and Roofing: 1/8 inch (3 mm) from true position.

END OF SECTION

CITY OF RAYMORE, MISSOURI
RFP # 22-386-201

Appendix C
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 April, 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 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.

***REVISED* *REVISED* BID PROPOSAL FORM E – Project No. 22-386-201**

WEST HAWK RIDGE PARK IMPROVEMENTS

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
MOBILIZATION	L.S.	1	34,000. ⁰⁰	\$ 34,000. ⁰⁰
CONSTRUCTION STAKING	L.S.	1	4,450. ⁰⁰	\$ 4,450. ⁰⁰
CLEARING, GRUBBING, AND DEMOLITION	L.S.	1	4,500	\$ 4,500. ⁰⁰
UNCLASSIFIED EXCAVATION	C.Y.	324	19. ⁰⁰	\$ 6,156. ⁰⁰
EMBANKMENT	C.Y.	1,496	10. ⁰⁰	\$ 14,960. ⁰⁰
2" ASPHALTIC CONCRETE SURFACE	S.Y.	4,853	9.40	\$ 45,618.20
4" ASPHALT BASE	S.Y.	2,931	16.10	\$ 47,189.10
6" ASPHALT BASE	S.Y.	1,922	25.00	\$ 48,050. ⁰⁰
6" AGGREGATE BASE	S.Y.	4,934	9.50	\$ 46,873. ⁰⁰
ADA RAMP	EA.	2	1580. ⁰⁰	\$ 3,160. ⁰⁰
6" CONCRETE FOR PORTABLE RESTROOM	S.Y.	81	168.90	\$ 13,680.90
2' DRY CURB AND GUTTER	L.F.	856	30.18	\$ 25,833.12
6" RIBBON CURB	L.F.	98	25.59	\$ 2,508.24
PORTABLE RESTROOM ENCLOSURE	EA.	1	116,500	\$ 116,500. ⁰⁰
24" CONCRETE STORM PIPE	L.F.	74	150. ⁰⁰	\$ 11,100. ⁰⁰
24" RCP END SECTION	EA.	2	1200. ⁰⁰	\$ 2,400. ⁰⁰
ELECTRICAL SERVICE	L.F.	328	24. ⁰⁰	\$ 7,872. ⁰⁰
SAFETY LIGHT AND POLE	EA.	1	12,362. ⁰⁰	\$ 12,362. ⁰⁰
2" WATER SERVICE LINE	L.F.	279	35. ⁰⁰	\$ 9,765. ⁰⁰
8" X 2" REDUCER	EA.	1	800. ⁰⁰	\$ 800. ⁰⁰
1.5" WATER METER	EA.	1	2,750. ⁰⁰	\$ 2,750. ⁰⁰
2" BACKFLOW PREVENTER VALVE	EA.	1	2,150. ⁰⁰	\$ 2,150. ⁰⁰
2" x 2" TEE	EA.	1	900. ⁰⁰	\$ 900. ⁰⁰
2" 90 DEGREE BEND	EA.	1	750. ⁰⁰	\$ 750. ⁰⁰
2" PLUG	EA.	1	200. ⁰⁰	\$ 200. ⁰⁰
REMOVE AND REPLACE EXISTING HYDRANT	EA.	1	4000. ⁰⁰	\$ 4000. ⁰⁰
WATER SPIGOT	EA.	1	1200. ⁰⁰	\$ 1200. ⁰⁰
PERMANENT SIGNING AND PAVEMENT MARKING	L.S.	1	2850. ⁰⁰	\$ 2850. ⁰⁰
EROSION CONTROL, SODDING AND SEEDING	L.S.	1	6192.75	\$ 6192.75
TRAFFIC CONTROL	L.S.	1	800. ⁰⁰	\$ 800. ⁰⁰
TOTAL BASE BID				\$480,070.³¹

✓ 25834.08
 ✓ 2507.82

\$480,070.85

Add Alternate #1

Bid Items	Units	Estimated Quantities	\$/Units	Total
CLEARING, GRUBBING & DEMOLITION	L.S.	1	4000	\$4,000. ⁰⁰
UNCLASSIFIED EXCAVATION	C.Y.	1,044	19. ⁰⁰	\$19,836. ⁰⁰
EMBANKMENT	C.Y.	1,965	10. ⁰⁰	\$19,650. ⁰⁰
2" ASPHALTIC CONCRETE SURFACE	S.Y.	1,788	9.40	\$16,807.20
6" ASPHALT BASE	S.Y.	1,788	25. ⁰⁰	\$44,700. ⁰⁰
6" AGGREGATE BASE	S.Y.	2,031	8.50	\$17,263.50
2' DRY CURB AND GUTTER	L.F.	1,094	30.18	\$33,015.69
6" RIBBON CURB	L.F.	1,002	25.59	\$25,645.47
ADA RAMP	EA.	1	1239.72	\$1239.72
PERMANENT SIGNING AND PAVEMENT MARKING	L.S.	1	900	\$900. ⁰⁰
EROSION CONTROL, SODDING AND SEEDING	L.S.	1	4743.75	\$4743.75
TRAFFIC CONTROL	L.S.	1	500	\$500. ⁰⁰
TOTAL ADD ALTERNATE #1				\$188,301. ⁹¹

✓ 33016.92
 ✓ 25641.18

188,298.27

Add Alternate #2

Bid Items	Units	Estimated Quantities	\$/Units	Total
4" CONCRETE SIDEWALK	S.Y.	1185	50.93	\$60,352.05
4" CONCRETE SIDEWALK AROUND FIELDS	S.Y.	1,775	50.93	\$90,400.75
2" ASPHALTIC CONCRETE SURFACE	S.Y.	-2,960	6.00	\$(17,760. ⁰⁰)
4" ASPHALT BASE	S.Y.	-2,960	7.00	\$(20,720. ⁰⁰)
TOTAL ADD ALTERNATE #2				\$112,272.80 ✓

**BID PROPOSAL FORM E - RFP 22-386-201
CONTINUED**

Company Name Sands Construction LLC

By [Signature]
Authorized Person's Signature

Steve Sands - Owner
Print or type name and title of signer

Company Address _____

1284 Eisenhower Rd

Leavenworth KS 66048

Phone 913.306.4015

Fax 913.599.9216

Email Steve@sandsconstllc.com

Date 3-23-2022

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. _____

Addendum No. _____

Addendum No. _____



LATE BIDS CANNOT BE ACCEPTED!



PROPOSAL TABULATION
 WEST HAWK RIDGE PARK IMPROVEMENTS
 03/16/22 10:00 a.m.

CONTRACTOR NAME	Total Base Bid	BID BOND	E-VERIFY	ADDENDUM
1 <u>Alpaca KP Corp</u>	<u>576939.50</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2 <u>Parthiv Innovations</u>	<u>558401.00</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3 <u>Pumehome</u>	<u>682996.00</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4 <u>Sandy Construction</u>	<u>480070.31</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5 _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9 _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WITNESS: Kenn Duggan
 WITNESS: Mary Ann
 WITNESS: [Signature]

211082
 SHEET NUMBER

SITE LAYOUT

**CITY OF RAYMORE
 RAYMORE MISSOURI**
 SUNSET LANE & HAWK RIDGE PARK
 RAYMORE, MISSOURI

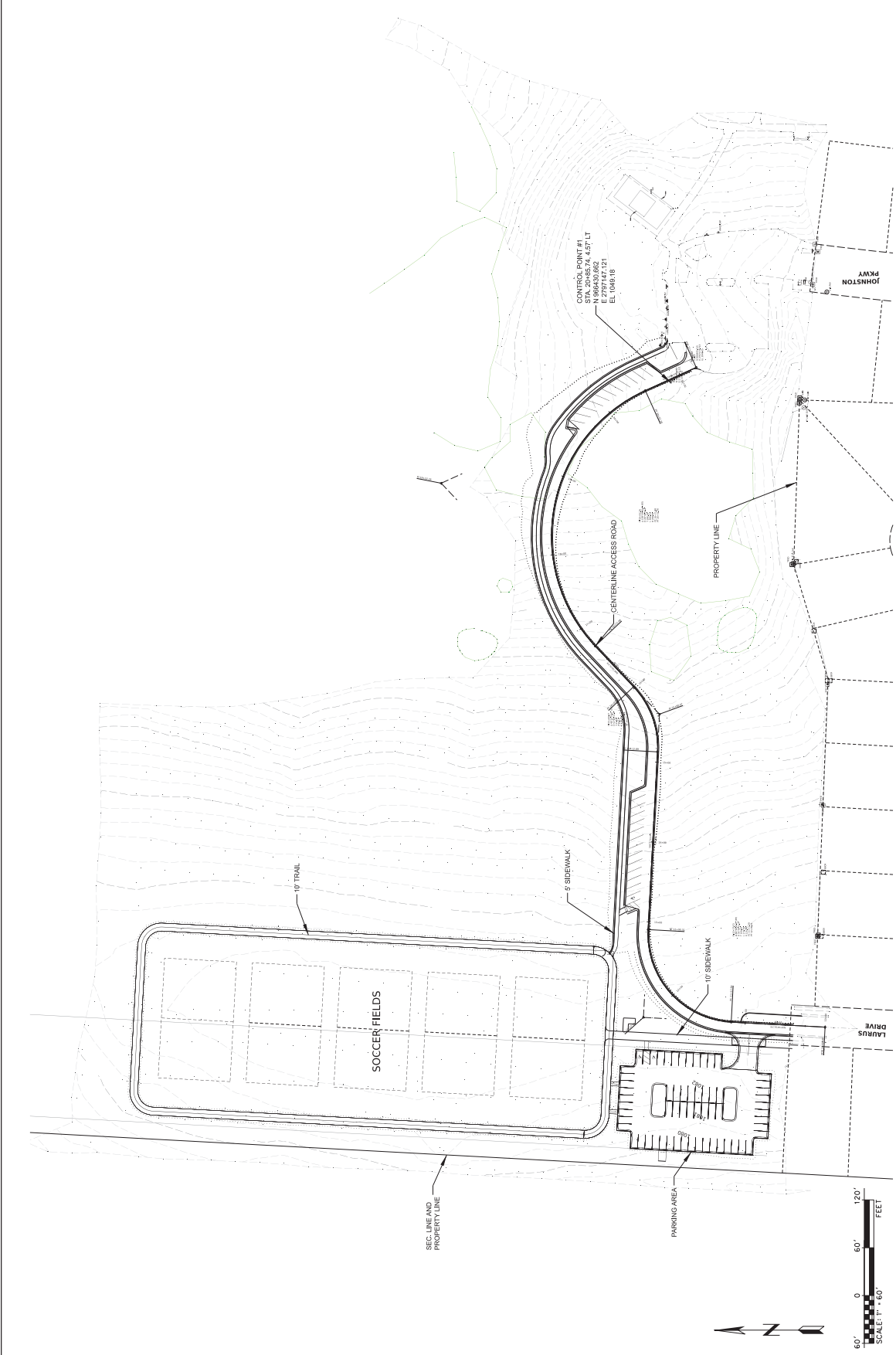
CFS ENGINEERS
 cfe.com
 1421 E. 104th Street, Ste. 109 KC MO 64131
 P: 816-333-4477 F: 816-333-6688

Sheet Revisions

Date:	Comments	Init.

Date:

Engineer
 Seal



West Hawk Ridge Park Improvements





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 9, 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 3714: Budget Amendment, West Hawk Ridge Park Improvements

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

Award To:

Amount of Request/Contract: \$60,000

Amount Budgeted:

Funding Source/Account#: Fund 47-38-8430-0000

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board

Date: April 26, 2022

Action/Vote: 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 General Obligation Bond Issue called for improvements on the west side of Hawk Ridge Park.

In February, staff advertised a request for proposals for improvements that included a new parking lot, exercise trail around the soccer fields, permanent port-a-pot structure, water fountain and irrigation access.

Although the contract for construction services came in under our budget of \$500,000, other expenses that include project design, geotech services, construction documents and bidding services exceeds the budget.

Project Budget:	\$500,000.00
Expenses:	-\$ 72,119.30
Construction:	-\$480,070.85
Total:	-\$52,190.15

Staff is requesting a budget amendment of \$60,000.00 to fully finance the project and proceed with construction with an allowance for contingency. This amendment is requested from the Parks GO Bond funds, \$80,000 is currently unallocated toward specific projects and available to use for Parks GO Bond projects.

BILL 3714

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2021 CAPITAL BUDGET.”

WHEREAS, the 2020 General Obligation Bond issue includes improvements on the west side of Hawk Ridge Park; and,

WHEREAS, improvement projects on the west side of Hawk Ridge Park exceed the budgeted amount; and,

WHEREAS, the 2020 General Obligation Bond issue for park projects has \$80,000 of unallocated funds; and,

WHEREAS, staff recommends amending the FY 2021 Capital Budget to allocate \$60,000 from the Parks General Obligation Bonds unallocated funds to fully finance the West Hawk Ridge Park project.

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

Section 1. The City Manager is authorized to amend the 2021 Capital Improvement Budget as follows:

Fund	Budgeted	Amended	Change
2021 Park GO Bond Fund	\$500,000	\$560,000	\$60,000

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 9TH DAY OF MAY 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF MAY, 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
AGENDA ITEM INFORMATION FORM**

DATE: May 9, 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 3718: Award of Contract, Pond and Lake Management

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

Award To:	Aquatic Control, Inc.
Amount of Request/Contract:	\$23,401.00
Amount Budgeted:	\$31,132.00
Funding Source/Account#:	25-25-7320-1250 / 46-00-7320-0000

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:	April 26, 2022
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Parks & Recreation Department maintains Recreation Park Pond and Johnston Lake. This contract manages the chemical treatment at both locations including the fountain maintenance at Recreation Park Pond and light trash maintenance at Johnston Lake. In addition, the selected vendor will work with the Missouri Department of Conservation on the biological well-being of the fish to ensure safe and free recreational fishing in the City and be the maintenance provider for the fountain at Johnston Lake.

The current contract expires at the end of April 2022. In January, staff sent out a request for proposal for these services. The RFP offered a shortened contract with the option to renew for an additional two one-year terms. The shortened term will expire in December 2022, realigning the contract services to coincide with the dormant season and calendar year. The option for years two and three will be full twelve month contracts.

Staff received two proposals. Both proposals qualified as complete bids,

Aquatic Control LLC
Solitude Lake Management

Aquatic Control LLC is found to be the lowest, best bid.

BILL 3718

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AQUATIC CONTROL, INC TO PROVIDE POND AND LAKE MANAGEMENT SERVICES.”

WHEREAS, the Parks and Recreation Department manages Recreation Park Pond and Johnston Lake at Hawk Ridge Park; and,

WHEREAS, staff publicly advertised and bid for pond and lake management services; and,

WHEREAS, staff reviewed the proposals submitted and found that Aquatic Control, Inc was the lowest and 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 directed and authorized to enter into a guaranteed pricing contract with Aquatic Control, Inc. for pond and lake management services in the amount of \$23,401.00.

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 9TH DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF MAY, 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

Lake & Pond Management

Agreement made this 23rd day of May, 2022, between Aquatic Control Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 2500 S. Spoede Ln., Truesdale, Missouri 63380, 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 May 23, 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 # 22-011 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 # 22-011 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 Lake and Pond Management services as prescribed in the RFP document. This contract is for services provided in a one year period beginning June 1, 2022 and ending December 31, 2022. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III GUARANTEED PRICING CONTRACT

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

ARTICLE IV CONTRACT 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)

Aquatic Control, Inc.
Company Name

By: Michael Mutanen

Title: Missouri Office Manager

Attest: _____

APPENDIX A

SCOPE OF SERVICES

SCOPE OF SERVICES:

The following scope of work is a guide for the services desired at each location specifically.

RECREATION PARK POND



Pond Algae Control:

1. Rec Park Pond will be inspected on a *two (2) times per month* basis during the months of *March through November*, and on a *one (1) time per month* basis during the months of *December through February*.
2. Any algae found in the Rec Park Pond with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Aquatic Weed Control:

1. Rec Park Pond will be inspected on a *two (2) times per month* basis during the months of *March through November*, and on a *one (1) time per month* basis during the months of *December through February*.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species.
4. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a *two (2) times per month* basis during the months of *March through November*, and on a *one (1) time per month* basis during the months of *December through February*.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond area shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Biological Augmentation:

1. Rec Park Pond will be inoculated with a combination of Beneficial Aerobic Bacteria, Enzymes, and other microbial or natural nutrient binding and limiting products as required for the proper maintenance of the pond(s) once the sustained water temperature reaches approximately 55 degrees.
2. Rec Park Pond will receive maintenance rate applications of Beneficial Aerobic Bacteria, Enzymes, and other microbial products throughout the contract period, or until such time as the sustained water temperature drops below 50 degrees.
3. Application of Beneficial Aerobic Bacteria, Enzymes, and other microbial products are made for the purpose of metabolizing excess nutrients in the water and digesting organic matter and bottom sludge, thus removing the primary cause of algae and preventing future algae growth.

4. Reduction in the amount of organic matter and bottom sludge in the pond will also help to extend the overall life of the pond and reduce the amount of maintenance dredging required to maintain the functionality of the pond.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on a *one (1) time per month* basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Fountain Maintenance Service:

1. Company will service the fountain on a *one (1) time per month basis* during the months of *March through November* on a once per month basis as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).
 - Test motor overload protection to make sure it is set and functioning properly.
 - Check fuses.
 - Make sure all wires, breakers, and other electronic parts are securely attached
 - Check timer and set as needed.
 - Test Lighting GFCI breaker in the control panel to make sure it is operating properly. Check lighting timer and set as needed.
2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
 - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
 - Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
 - Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
 - Clean all lighting lens covers.
 - Check each light and replace lamps that have burnt out.
 - Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.

5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
7. All fountain work will be performed by factory certified service and repair technicians.

JOHNSTON LAKE



Lake Algae Control:

1. Johnston Lake will be inspected on a *two (2) times per month* basis during the months of *March through November*, and on a *one (1) time*

per month basis during the months of *December through February*.

2. Any algae found in the Johnston Lake with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Monthly Trash Removal:

1. Trash and light debris will be removed from Johnston Lake with each service and disposed off site.
 - a. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee.
 - b. Routine trash and debris removal services are for the Johnston Lake area only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.
 - c. Public access areas 1, 2 and 3 should be maintained at the highest level. Expectations include no visible trash/debris upon each monthly inspection.
 1. Amphitheater / Boardwalk area
 2. Pedestrian Bridge and south shoreline
 3. Fishing Dock and west parking lot shoreline

Six Month Trash Removal:

1. Every 6 months (April and October) an extensive lake trash/debris service will be conducted extending out approximately 30ft from the shoreline or public access areas.
 - d. Coordination with the Parks Department on date of service is expected to avoid any conflicts of events or programming at Hawk Ridge Park.

Other Services:

1. Pond Dye will not be applied in Johnston Lake
2. Fountain maintenance at Johnston Lake is maintained through separate services and not affiliated with this contract.
3. Other application services not listed in Johnston Lake scope of work but utilized at Recreation Park Pond are contracted through the Missouri Department of Conservation.

GENERAL REQUIREMENTS

Service Reporting:

1. Company will provide a monthly service report detailing all of the work performed as part of this contract.

General Qualifications:

1. Company is a licensed pesticide applicator in the state of Missouri
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state of Missouri.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Community Assistance Program - MO Department of Conservation:

Both Recreation Park Pond and Johnston Lake are part of the Missouri Department of Conservation's Community Assistance Program and are monitored and regularly stocked for free public fishing and recreational access. Some services are maintained through the CAPS agreement. The Selected contractor will be required to cooperate with the Missouri Department of Conservation on the management of both Recreation Park Pond and Johnston Lake.

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 Lake & Pond Management 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 22-011

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Aquatic Control, Inc.

ADDRESS: 2500 S. Spoede Ln.
Street

ADDRESS: Truesdale MO 63380
City State Zip

PHONE: 636-456-7008

E-MAIL: mikew@aquaticcontrol.com

DATE: 3-8-22
(Month-Day-Year)

Mike Whitacre Missouri Office 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 22-011

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 22-011

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 Kirksville MO	
ADDRESS	201 S. Franklin St. Kirksville MO 63501	
CONTACT PERSON	Glen Balliew	
CONTACT EMAIL	gballiew@kirksvillecity.com	
TELEPHONE NUMBER	660-956-2318	
PROJECT, AMOUNT AND DATE COMPLETED	\$29,150.00	4-15-2021

COMPANY NAME	City of St. Peters MO	
ADDRESS	PO Box 9 St. Peters MO 63376	
CONTACT PERSON	Jay Bergeron	
CONTACT EMAIL	jbergeron@stpetersmo.net	
TELEPHONE NUMBER	636-477-6600 x1384	
PROJECT, AMOUNT AND DATE COMPLETED	\$40,537.00	9-30-2021

COMPANY NAME	Shawnee County Parks and Rec
ADDRESS	3137 Southeast 29 th St. Topeka KS 66605
CONTACT PERSON	Tom Hammer
CONTACT EMAIL	tom.hammer@snco.us
TELEPHONE NUMBER	785-251-6863
PROJECT, AMOUNT AND DATE COMPLETED	\$91,806.00 6-9-2020

COMPANY NAME	St. Charles Parks and Recreation
ADDRESS	1900 W. Randolph St. St Charles MO 63301
CONTACT PERSON	Chris Atkinson
CONTACT EMAIL	chris.atkinson@stcharlesparks.com
TELEPHONE NUMBER	636-949-3372
PROJECT, AMOUNT AND DATE COMPLETED	\$9342.96 9-30-2021

COMPANY NAME	Lake Forest Community
ADDRESS	511 Woodlake Dr. Louisville KY 40245
CONTACT PERSON	Kim Brice
CONTACT EMAIL	kim@lakeforestky.com
TELEPHONE NUMBER	502-245-5253
PROJECT, AMOUNT AND DATE COMPLETED	\$26,366.33 10-26-21

State the number of Years in Business: 56

State the current number of personnel on staff: 60

PROPOSAL FORM D

RFP 22-011

Proposal of Aquatic Control, Inc., organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as a corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposes and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-011- Pond.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 22-011

Lake and Pond Management

Recreation Park Pond (1011 South Madison)

1.21 Acres

Service	Description	Unit Price	Price per Month
Pond Algae Control	two times per month (March - November)	200	400
Pond Algae Control	one time per month (December - February)		200
Aquatic Weed Control	two times per month (March - November)	226	454
Aquatic Weed Control	one time per month (December - February)		226
Shoreline Weed Control	two times per month (March - November)	42	84
Shoreline Weed Control	one time per month (December - February)		0
Biological Augmentation	As described in the scope of work		312
Pond Dye	As described in the scope of work		75
Fountain Maintenance Service	As described in the scope of work		138

\$11,716.00 8 Month Total

\$13,742.00 12 Month Total

Johnston Lake (701 Johnston Parkway)

13.5 Acres

Service	Description	Unit Price	Price per Month
Lake Algae Control	two times per month (March - November)	704	1408
Lake Algae Control	one time per month (December - February)		704
Monthly Trash Removal	As described in the scope of work		125
Six Month Trash Removal	As described in the scope of work		250

\$11,685 8 Month Total

\$16,534 12 Month Total

**BID PROPOSAL FORM E – RFP 22-011
CONTINUED**

**City of Raymore
Lake & Pond Management
Bid Summary**

Company Name Aquatic Control, Inc.

Total of both addresses for Project Number: 22-011

8 Month Contract Total:

\$ 23,401.⁰⁰
In the blank above insert numbers for the sum of the bid.

(\$ Twenty three thousand four hundred and one
In the blank above write out the sum of the bid. dollars and ⁰⁰/₁₀₀

12 Month Contract Total:

\$ 30,276.⁰⁰
In the blank above insert numbers for the sum of the bid.

(\$ Thirty thousand two hundred seventy six dollars
In the blank above write out the sum of the bid. and ⁰⁰/₁₀₀

**BID PROPOSAL FORM E – RFP 22-011
CONTINUED**

Company Name Aquatic Control, Inc.

By Michael Whitacre
Authorized Person's Signature

Michael Whitacre - MO office manager
Print or type name and title of signer

Company Address 2500 S. Spoede Ln.
Truesdale MO 63380

Phone 636-456-7008

Fax _____

Email Mike W@aquaticcontrol.com

Date 3-8-2022

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!



Company ID Number: 303684

Approved by:

Employer Aquatic Control, Inc.	
Name (Please Type or Print) Carol S Hayden	Title
Signature Electronically Signed	Date 02/12/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/12/2010

E-Verify



Company ID Number: 303684

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Aquatic Control, Inc.
Company Facility Address	418 W State Rd 258 Seymour, IN 47274
Company Alternate Address	PO Box 100 Seymour, IN 47274
County or Parish	JACKSON
Employer Identification Number	351263215
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	3



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: May 9, 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 3719: Award of Contract, Centerview Detention Area Design

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

Award To:	McClure Engineering Company
Amount of Request/Contract:	\$29,200.00
Amount Budgeted:	\$1,200,200.00
Funding Source/Account#:	Fund 47-38-8430-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 2022	April 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 26, 2022
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 General Obligation Bond Issue called for a phase two in order to complete the final improvements at Centerview. Part of the improvements included redesigning and enhancing the view of Raymore's premier event space, while improving the stormwater functions of the property.

Staff is requesting Council to award a contract for design services to convert the stormwater detention areas behind Centerview into an adaptive area specifically designed to utilize native plantings that will assist in filtration of stormwater, serve as a pollinator garden attracting monarch butterflies and provide a plan for public education showcasing the benefits of the project while creating a beautiful space around Centerview.

In accordance with the City's Purchasing Policy, staff issued a Request for Qualifications to Engineering firms. One firm submitted a response: McClure Engineering Company. 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.

BILL 3719

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCLURE ENGINEERING COMPANY FOR THE CENTERVIEW DETENTION AREA DESIGN PROJECT IN THE AMOUNT OF \$29,200."

WHEREAS, the 2020 General Obligation Increase Bond Issue included improvements at Centerview; and,

WHEREAS, staff competitively bid the improvement project in the stormwater detention area at Centerview; and,

WHEREAS, McClure Engineering Company is the best, most responsive bid.

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

Section 1. The City Manager is authorized to enter into an agreement with McClure Engineering Company for improvements to the Centerview detention basin area.

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 9TH DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF MAY, 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

Centerview Detention Area Design

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this May 23, 2022 between McClure, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1700 Swift Street, Suite 100, North Kansas City, MO 64116, 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 May 23, 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 work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #22-372-301 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu # 22-372-301 including insurance and termination clauses as needed or required. The work as specified in Appendix

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and City Manager's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, \$29,200 which is "not to exceed" \$29,200 dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENT

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

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

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

ARTICLE VI RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

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

ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

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

ARTICLE IX WARRANTY

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

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

ARTICLE X
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XI
ENTIRE AGREEMENT

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

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____

Jim Feuerborn, City Manager

Attest: _____

Erica Hill, City Clerk

SEAL)

MCCLURE

By:  _____

Title: SENIOR PROJECT MANAGER

Attest: _____

Appendix A

Scope of Services

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 Parks and Recreation 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 May, with final design completed within 60 days.

C. Insurance

The Consultant shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with the work performed on behalf of the City of Raymore by the Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. Hold Harmless Clause

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

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Permits*

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

P. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become 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.

Q. *Rejection of Bids*

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

R. *Affidavit of Work Authorization and Documentation:*

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

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

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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 9, 2022

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

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

TITLE / ISSUE / REQUEST

Bill 3722: Calling for the August 2, 2022 Online Use Tax Election

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.3.1 Develop/implement long-term funding strategies to support City operations.

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

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bill 3722 would seek to place the following question on the August 2, 2022, ballot for consideration by the registered voters of Raymore, Missouri:

"QUESTION P

Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

YES NO

If you are in favor of the question, darken the oval opposite YES. If you are opposed to the question, darken the oval opposite NO."

The use tax is authorized by Section 144.757 of the Revised Statutes of Missouri and is already collected by the state and numerous surrounding municipalities.

If the question is approved, the City of Raymore would begin collecting a use tax from sales made to Raymore buyers by online and out-of-state vendors that are not currently taxed. The funds derived from the use tax will fund among other items primarily municipal costs and expenses associated with the hiring of new municipal employees in police, parks and recreation and public works.

BILL 3722

ORDINANCE

"AN ORDINANCE AUTHORIZING AND DIRECTING SUBMISSION TO THE VOTERS OF THE CITY OF RAYMORE, MISSOURI AT THE ELECTION OF AUGUST 2, 2022, THE PROPOSAL TO AUTHORIZE THE IMPOSITION OF A USE TAX FOR GENERAL REVENUE PURPOSES AT A RATE EQUAL TO THE CURRENT SALES TAX RATE OF 2.50% IN THE CITY OF RAYMORE, MISSOURI."

WHEREAS, the City of Raymore ("City") is authorized to impose a local use tax at a rate equal to the rate of the local sales taxes in effect within the City pursuant to Section 144.757, RSMo; and

WHEREAS, the City currently imposes local sales taxes, as defined in Section 32.085 RSMo, at the rate of 2.50% which is comprised of the following:

General sales tax	1.00%
Transportation sales tax	0.50%
Capital improvements sales tax	0.50%
Parks and Recreation & Stormwater sales tax	0.50%

WHEREAS, the City Council desires to submit a ballot question regarding the use tax as authorized by Section 144.757 RSMo, to the qualified voters of City; and

WHEREAS, the City Council intends to appropriate the use tax in the same proportion as the four (4) components of the sales taxes for the general, transportation, capital improvements and parks and recreation & stormwater funds; and

WHEREAS, Section 144.757 RSMo, provides that the use tax may be referred to or described as the equivalent of a sales tax on purchases made from out-of-state sellers by in-state buyers and on certain intra-business transactions.

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

Section 1. There is hereby imposed, subject to approval of a ballot measure as set forth below by the qualified voters, a use tax as authorized by Section 144.757 RSMo.

Section 2. An election is hereby ordered to be held in the City of Raymore, Missouri on the public election date of August 2, 2022 on the following question:

QUESTION P

Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

YES NO

If you are in favor of the question, darken the oval opposite "YES". If you are opposed to the question, darken the oval opposite "NO".

Section 3. If this question is approved, the City of Raymore would begin collecting a use tax from sales made to Raymore buyers by online and out-of-state vendors that are not currently taxed.

Section 4. The form of Notice of Election showing said question, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 5. The City Clerk is hereby authorized and directed to notify the County Clerk of Cass County, Missouri, of the passage of this Ordinance no later than 4:00 P.M. on Tuesday, May 24, 2022, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo, as amended.

Section 6. At said election, the qualified registered voters of the City shall vote at the polling places within the City, as designated by the Clerk of Cass County.

Section 7. The judges and clerks at said election shall be designated by the Clerk of Cass County and said Clerk of Cass County shall conduct the election and cause the result thereof to be certified to the City Council by law.

Section 8. The City Council hereby expresses the intention to appropriate the use tax in the same proportions as the sales tax for the general, transportation, capital improvements, parks and recreation and stormwater funds. The City Council further expresses the intention that, if any of the sales taxes are repealed or the rate thereof is reduced or raised by voter approval, the resulting equivalent use tax rate will be appropriated in the same resulting proportions as the sales tax rates. The intention to appropriate the use tax in the same proportions as the sales taxes imposed by the City shall be subject to budgeting and annual appropriations by the City Council.

Section 9. A full and complete copy of this Ordinance, submitting the above question to the electorate, including a full and complete copy of the ballot language,

is on file in the office of the City Clerk of the City of Raymore, Missouri, where the same is open for inspection and copying.

Section 10. 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.

Section 11. Effective Date. The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

DULY READ THE FIRST TIME THIS 9TH DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS MAY 23RD, 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

NOTICE OF ELECTION
CITY OF RAYMORE, MISSOURI

Notice is hereby given to the qualified voters of the City of Raymore, Missouri that the City Council has called an election to be held on August 2, 2022, commencing at 6:00 a.m. and closing at 7:00 p.m., on the question contained in the following sample ballot:

OFFICIAL BALLOT
ELECTION - AUGUST 2, 2022
CITY OF RAYMORE, MISSOURI

QUESTION P

Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

YES NO

If you are in favor of the question, darken the oval opposite "YES". If you are opposed to the question, darken the oval opposite "NO".

The election will be held at the following polling places in the City:

PRECINCT	POLLING PLACE
_____	_____
_____	_____
_____	_____
_____	_____

Dated: _____, 20____

Cass County Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 5/5/22

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

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

TITLE / ISSUE / REQUEST

Bill 3721-Authorizing Chapter 523 RSMo for Right-of-Way and Easement Acquisition

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.3.3. Strengthen development & maintenance streets/trails/pedestrian pathways

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
N/A	N/A

STAFF RECOMMENDATION

Staff recommends approval of Bill 3721 Authorizing Chapter 523 RSMo for Right-of-W

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

None

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

On August 4, 2020, the citizens of Raymore, Missouri voted to approve the issuance of general obligation bonds for street and park improvements including the complete reconstruction of Ward Road. The City has completed the necessary engineering work for the improvements contemplated. These improvements will include reconstructions and widening of the roadway, installation and improvement of storm sewer controls and installation of sidewalks and/or trails to improve the safety of both the pedestrians and motorists alike.

The Ward Road improvements have been identified as City Project 360-201. The City has accepted a bid for the completion of the Project.

The Project will require the acquisition of additional right-of-way, temporary easements and permanent easements and has been diligently working on negotiating for the purchase of the same since November of 2021. City staff has had limited success in obtaining the necessary right-of-way and easements.

In order to maintain the timely completion of the Project and to obtain the necessary right-of-way and easements in a fiscally responsible manner, City staff is seeking authorization to initiate the eminent domain procedures authorized by Chapter 523 of the Revised Statutes of Missouri.

BILL 3721

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DIRECTING THE CITY MANAGER TO INITIATE THE PROCEDURES REQUIRED PURSUANT TO CHAPTER 523 OF THE REVISED STATUTES OF MISSOURI FOR THE ACQUISITION OF ALL NECESSARY RIGHTS-OF-WAY, TEMPORARY EASEMENTS AND PERMANENT EASEMENTS TO COMPLETE THE WARD ROAD IMPROVEMENT PROJECT, PROJECT 360-201.”

WHEREAS, on August 4, 2020, the citizens of the City of Raymore, Missouri, voted to approve the issuance of general obligation bonds for street and park improvements, including the complete reconstruction of Ward Road from 58 Highway to the District #3 water tower; and,

WHEREAS, the City has completed the necessary engineering work for the Ward Road improvements which will include the reconstruction and widening of the roadway, installation and improvements to storm sewer controls along Ward Road, and installation of sidewalks and/or trails to improve the safety of both the pedestrians and motorists alike; and,

WHEREAS, the City has identified the Ward Road improvements as City Project 360-201; and,

WHEREAS, the City has accepted a bid for the completion of the Ward Road improvements under City Project 360-201; and,

WHEREAS, the City has now identified all of the necessary right-of-way, permanent easements and temporary easements required to complete the Ward Road improvements contemplated by City Project 360-201, and has actively been attempting to negotiate for the acquisition of the same since November of 2021 with limited success; and,

WHEREAS, to provide the improvements promised to the citizens in a timely and fiscally responsible manner, the Council has determined it appropriate to continue good faith negotiations with the affected property owners, and to instruct City staff to initiate the process for acquisition of the necessary right-of-way, permanent easements and temporary easements through the eminent domain procedure authorized by Chapter 523 of the Revised Statutes of Missouri.

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

Section 1. Authorizing Use of Chapter 523 RSMo for Acquisition of Necessary Property. To complete City Project 360-201 in a timely and fiscally responsible manner, the City Manager is hereby directed and authorized to initiate the process for acquisition of the necessary right-of-way, permanent easements and temporary

easements through eminent domain as established by Chapter 523 of the Revised Statutes of Missouri.

Section 2. Authorizing Continued Efforts for Negotiation of Acquisition in Addition to Eminent Domain. Should the City Manager determine that any and/or all of the necessary right-of-way, permanent easements and temporary easements for completion of the Ward Road improvements contemplated by City Project 360-201 may be obtained at fair and reasonable purchase prices through further negotiation with the individual owners, the City Manager is directed and authorized to undertake the same, in addition to, or as an alternative to, the eminent domain procedure pursuant to Chapter 523 of the Revised Statutes of Missouri.

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 portion thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF MAY, 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

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 23, 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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3725: Raymore Commerce Center South PUD & Preliminary Plan

STRATEGIC PLAN GOAL/STRATEGY

Goal 3.1: Create a healthy and sustainable economy

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: May 17, 2022
Action/Vote: 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Memorandum of Understanding
Preliminary Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Grant Harrison, representing VanTrust Real Estate LLC and property owner Double G Properties, LP is requesting to reclassify the zoning of 262.09 acres located south of 195th Street east of Interstate 49, from BP "Business Park District" to PUD "Planned Unit Development District." The rezoning will allow for a proposed light-industrial development as represented on the Preliminary Development Plan.

At its May 17, 2022 meeting, the Planning and Zoning Commission voted 8-0 to recommend approval of the rezoning and preliminary plan.

BILL 3725

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM 'BP' BUSINESS PARK DISTRICT TO 'PUD' PLANNED UNIT DEVELOPMENT DISTRICT, AND APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR RAYMORE COMMERCE CENTER SOUTH, A 262.09 ACRE TRACT OF LAND LOCATED SOUTH OF 195TH STREET, EAST OF INTERSTATE 49, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the Planning and Zoning Commission held a public hearing on May 17, 2022 and submitted its recommendation of approval on the application to the City Council; and,

WHEREAS, the City Council held a public hearing on May 23, 2022 after notice of the hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to the 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 approves the recommendation of the Planning and Zoning Commission.

Section 2. The Zoning Map of the City of Raymore, Missouri, is amended by rezoning from "BP" Business Park District to "PUD" Planned Unit Development District for the following property:

TRACT 1:

ALL THAT PART OF SECTION 32 WHICH LIES EAST OF U.S. HIGHWAY NO. 71, EXCEPT THE FOLLOWING TRACT: PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF THE SAID QUARTER SECTION AND RUNNING SOUTH 89 DEGREES 41 MINUTES 01 SECONDS WEST, ALONG A LINE BEING 1.0 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING AMOCO 50 FOOT GAS LINE EASEMENT, 2075.99 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 47 SECONDS EAST, PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, 857.03 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH, ALONG THE EAST LINE THEREOF, 2075.51 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, EXCEPT THAT PART IN ROADS.

ALSO EXCEPT THAT PART CONVEYED TO D&P REALTY CO. LLC BY INSTRUMENT FILED SEPTEMBER 21, 2011 AS DOCUMENT NO. 484434 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN SECTION 32, TOWNSHIP 46, RANGE 32 AND SECTION 5, TOWNSHIP 45, RANGE 32, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 3-1/4 INCH ALUMINUM MONUMENT FOUND AT THE NORTHEAST CORNER OF SAID SECTION 5, STAMPED TO IDENTIFY THE CORNER, IN ACCORDANCE WITH DEPARTMENT OF NATURAL RESOURCES DOCUMENT NUMBER 600-69004; THENCE SOUTH 00 DEGREES 28 MINUTES 48 SECONDS EAST (THIS AND SUBSEQUENT BEARINGS ARE BASED UPON THE MISSOURI STATE PLANE, WEST ZONE, COORDINATE SYSTEM) ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, 1427.38 FEET TO A 1/2 INCH REINFORCING STEEL BAR WITH A 1 INCH PLASTIC CAP STAMPED "BRENIZER & ASSOC"; HEREINAFTER REFERRED TO A 1/2 INCH RSBC, SET ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 71; THENCE NORTH 23 DEGREES 16 MINUTES 03 SECONDS WEST ALONG THE

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OF A HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 23 DEGREES 16 MINUTES 03 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 690.62 FEET TO A 1/2 INCH RSBC SET; THENCE NORTH 24 DEGREES 42 MINUTES 38 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71, 662.45 FEET TO A CHISELED PLUS SET IN THE CONCRETE BASE OF A HIGHWAY RIGHT-OF-WAY

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THE ABOVE DESCRIPTION HAS BEEN TAKEN FROM AN ALTA COMMITMENT FOR TITLE INSURANCE, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT/FILE NO.: NCS-1079586-KCTY, DATED JULY 22, 2021.

Section 3. The preliminary development plan submitted as part of the "PUD" zoning request is attached within the Memorandum of Understanding, identified as Exhibit A, and shall now be determined to be the approved development plan for the property described above.

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

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

DULY READ THE FIRST TIME THIS 23RD DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF JUNE, 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: May 23, 2022
Re: **Case #22012 - Raymore Commerce Center South - PUD**

GENERAL INFORMATION

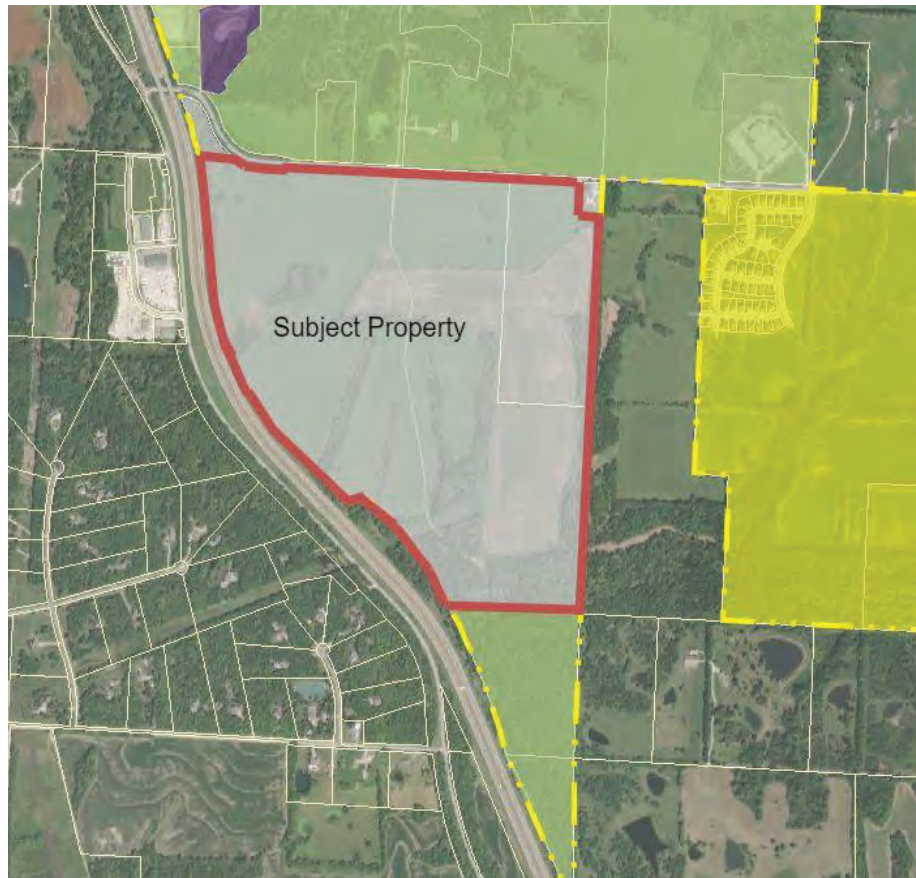
Applicant: VanTrust Real Estate
4900 Main Street
Kansas City, MO 64112
Property Owner: Double G Properties, LP
3311 SW Kessler Dr.
Lee's Summit, MO 64081

Requested Action: Reclassification of zoning designation from "BP" Business Park to "PUD" Planned Unit Development

Property Location: Generally located south of 195th St. and east of I-49



Existing Zoning: "BP" Business Park District



Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for business park.

Major Street Plan: The Major Thoroughfare Plan Map contained in the Growth Management Plan has identified 195th St and Dean Avenue as being classified as Minor Arterial Roadways.

Legal Description:

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Advertisement: April 28, 2022 **Journal** newspaper
May 5, 2022 **Journal** newspaper

Public Hearing: May 17, 2022 Planning Commission meeting
May 23, 2022 City Council meeting

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 Development Plan
Exhibit 8. MOU draft
Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to reclassify the zoning designation of 262.09 undeveloped acres of land from the current "BP" Business Park District classification to a "PUD" Planned Unit Development District classification.

REZONING REQUIREMENTS

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

Section 470.020 (B) states:

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

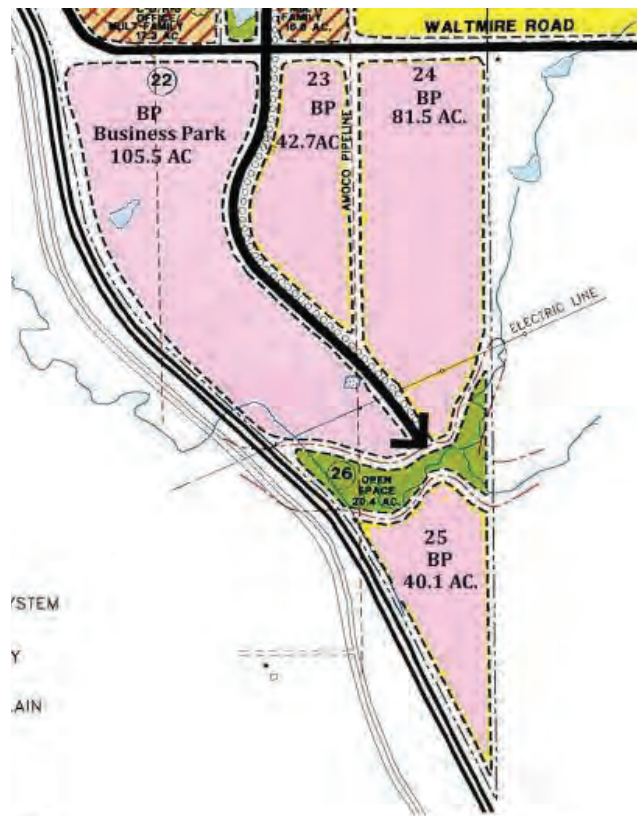
Section 470.010 (E) requires that an informational notice be mailed and "good neighbor" meeting be held.

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

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

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The MOU and Master Land Use Plan for the Good Ranch was approved by the City of Raymore on March 16, 1994. The subject property was annexed into the city at the time the MOU and Land Use Plan were approved.
2. The subject property is identified as Tracts 22, 23, and 24 on the Good Ranch Land Use Plan. Tract 22 was originally identified as "C-M" Commercial/Manufacturing, and Tracts 23 and 24 were identified as Single Family.
3. In 2010, the property owner amended the plan to change the designation of Tracts 22, 23 and 24 to a "BP" Business Park Designation.



4. The property was rezoned from "A" Agricultural to "BP" Business Park on January 10, 2011.
5. In October of 2013, Double G Properties (current owner) submitted a request to obtain a Conditional Use Permit (CUP) to allow for Warehousing and Distribution for the entirety of the 260-acre site. The application also included a proposed site plan that showed 29 individual lots that would have been developed in the future (shown below).



6. At their November 19, 2013 meeting, the Planning Commission voted 7-1 to deny the request for a CUP on this property - the main reasoning being that the request would have allowed a "blanket" CUP over all 29 individual lots as a whole, as opposed to addressing CUP requests on a case-by-case basis. Following the recommendation, the applicant withdrew their request.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor Informational meeting was held on April 27, 2022. 4 residents attended the meeting, in addition to City staff and representatives from Olsson Associates and VanTrust Real Estate. The meeting is summarized as follows:

Q: What is the current zoning of the property?

A: The current zoning of the property is "BP" Business Park District but the applicant is looking to rezone the subject property from "BP" Business Park District to "PUD" Planned Unit Development District.

Comment: The property owner to the south of the subject property said they moved to the area to be in the country and not the city and that the growth has caught up to them.

Q: Where will there be green space?

A: There were some displays at the good neighbor meeting and the parts that were colored in green represent the greenspace. This included the areas between each individual building, the landscaping buffers. The southern portion of the property will remain undeveloped as there are some transmission lines and the applicant does not plan to go beyond the transmission lines. Significant vegetation/topography also exists to the south, which prohibits further development of the area. The existing vegetation to the south will remain.

Q: How will the waste be handled?

A: Sanitary sewer will be public.

Q: How many employees would this development expect to be able to produce?

A: The answer depends on the tenant that will eventually move to the development if approved but the estimate is around 1500 employees.

Q: Will these be small businesses?

A: There will be a mixture of businesses to include local, regional and national brands being represented.

Q: Where will the main access be coming from?

A: The traffic will flow from I-49 to North Cass Parkway, proceeding south along the Dean Avenue extension and finally east on 195th St where there will be three access points to the proposed development. 195th Street and the outer road will also provide an alternative access route to the site via North Cass Parkway.

Q: Will there be a light at North Cass Parkway and Dean Ave?

A: Yes there will be a light, it is currently in the design and construction phase of the project.

Q: What is the plan to have a buffer between the property owner to the south?

A: All the area to the south of the transmission lines will be left alone. There is also a sewer lift station and some sanitary easements to contend with which would prevent a lot of the southern portion of the subject property from being developed.

Q: Would the flood plain area be donated as parkland dedication?

A: The subject property as part of the original Good Ranch MOU would not be subject to parkland dedication requirements as the MOU already shows a dedicated area of parkland to be dedicated to the City at a later time.

Q: What is the primary market driving these buildings?

A: E-Commerce is the biggest force while being followed by manufacturing and distribution.

Q: What is driving industrial and multi-family housing?

A: The pandemic has really spurred these kinds of development as the need for housing and supply chain issues became more and more obvious. E-Commerce has become a large factor in these developments.

Q: What will the applicant do for storm water detention?

A: Most of the drainage will shed to the south and some of it to the north. They are proposing 4 detention ponds to slow the watershed down during flooding events.

Q: Will there be fences with gates around the detention ponds?

A: The way the detention ponds are designed is that they gradually slope so there will not be a great distance to fall if something were to occur.

Comment: Would you want to live next to this industrial area?

Q: Will there be improvements to 195th St?

A: Yes there will be improvements consisting of some shoulder work. In addition, Dean Ave is planned to be completed as soon as possible (Late fall 2022 or spring of 2023 for the construction to begin). This is needed to provide access to the site for construction of the subject property.

Q: Will the construction be tilt wall?

A: That is correct, the buildings will be tilt-wall concrete construction. The applicant provided proposed elevations at the meeting.

It was also noted that if the development were to remain zoned as Business Park the buildings could be constructed using metal siding.

City Staff gave the residence in attendance what the next steps would be for this project.

Comment: The property owners to the south of the development were concerned that Dean Avenue would extend through their property.

A: The original plan for this area was that a road would extend through this property; however, that is not the case with the proposed development. Dean Avenue will terminate at 195th St.

Q: Why does the applicant want to rezone the property to PUD?

A: The PUD is set up to be flexible and with a project of this magnitude it helps immensely when it comes to getting tenants lined up for the space. The MOU also

drives in large part uses and requirements that must be met by the developer, and provides the assurance that the property will be developed in accordance with the approved Preliminary Plan, while providing the developer flexibility in final building sizes and location based on specific tenant requirements.

Q: Will the developer use local contractors?

A: Yes, local contractors are currently being used at the Raymore Commerce Center.

STAFF COMMENTS

1. The Memorandum of Understanding and Master Land Use Plan for the Good Ranch were approved by the City of Raymore on March 16, 1994. The subject property is identified as Tracts 22, 23, and 24 on the approved Good Ranch Master Land Use Plan, and are identified as appropriate for Business Park development.

2. The "BP" Business Park District is intended to accommodate office, research and development, and limited service, manufacturing and warehousing uses that are located within a campus like setting. Site design will include larger setbacks and increased landscaping and buffering from non-related uses and public rights-of-way.

3. The existing and proposed development standards applicable to the property are as follows:

	BP (Existing)	PUD (Proposed)
Minimum Lot Area		
per lot	1 acre	1 acre
per dwelling unit	-	-
Minimum Lot Width (feet)	100	100
Minimum Lot Depth (feet)	100	100
Yards, Minimum (feet)		
front	30	20
rear	20	20
side	10	10
side, abutting residential district	20	10
Maximum Building Height (feet)	80	80
Maximum Building Coverage (%)	50	50

4. The minimum parking standards for the uses allowed within the existing zoning designation, and the proposed PUD are as follows:

Use	Minimum Parking Spaces Required (Existing)
INDUSTRIAL USES	
Office	1 per 300 square feet
Manufacturing, Production and Industrial Service	1 per 1,000 square feet of non-office floor area plus 1 per 300 square feet of office area
Trucking/Freight Terminal	1 per 1,000 square feet
Warehousing and Wholesaling	1 per 1,000 square feet

The Developer is proposing a parking ratio requirement of:

Use	Minimum Parking Spaces Required (Proposed)
INDUSTRIAL USES	
Light Industrial with Office Space	1 per 2,500 square feet

Staff believes the proposed parking ratio is consistent with other similar developments. Oftentimes, tenants will have specific parking requirements that will exceed the proposed minimum requirements, and can be added to the site where required. Because some of these buildings could be constructed prior to securing a tenant, this prevents excessive parking spaces from being constructed based solely on the size of the building shell. The PUD offers flexibility to add additional parking spaces based upon a potential tenant's specific needs.

5. Permitted and Conditional uses identified as allowable within the PUD are as follows:

Use	BP (Existing)	PUD (Proposed)
INDUSTRIAL USES		
Manufacturing, Production and Industrial Service		
Limited	P	P
General	-	C
Intensive	-	-
Research Laboratory	P	P
Trucking/Freight Terminal	C	C
Warehousing and Wholesaling	C	P
Waste-related Use		
Junkyard	-	-
Recycling Facility	C	-

Sanitary Landfill	-	-
OTHER USES		
Accessory Parking	P	P

The addition of "Warehousing and Wholesaling as a "P" Permitted use within the PUD, rather than a "C" Conditional use as under the BP zoning is the primary proposed change.

6. The reclassification of zoning to PUD requires a Memorandum of Understanding (MOU) be prepared that outlines the expectations from the applicant, property owner and City regarding the project.

7. The principal purpose of the reclassification of the zoning request is to allow the applicant flexibility in the development of the site. The proposed MOU will allow City staff flexibility in approving amendments to the approved site plan for the development. This enables the applicant to rearrange building location; adjust building sizes; and modify the site layout provided any change remains fully compliant with the requirements of the Unified Development Code, and the approved Preliminary Development Plan.

8. The zoning and land use of the subject property remains consistent with the land use identified as part of the Good Ranch Master Plan approved in 1994.

9. North Cass Parkway and Dean have all been designed and constructed to handle the traffic generated by development within this area. The developer is also proposing the extension of Dean Avenue from its current terminus, south to connect to 195th Street to provide access to this site. An alignment study and preliminary design have been completed as part of this PUD request.

10. A geomorphic assessment of the stream corridor was completed by the property owner. The assessment identified enhancements that can be made within the stream corridor to minimize any impact development on the property will have on the stream.

12. A request to reclassify the zoning of a property to a PUD designation includes the requirement that a preliminary plan be submitted. If the rezoning is approved, the preliminary plan is also approved and serves as the preliminary plat for the development. With PUD rezoning approval, the applicant can proceed with submitting a final plat application.

13. Under the current "BP" zoning, the minimum design standards as defined by Section 440.010 would apply for the property. This would include the use of metal and roofing. The proposed PUD offers the flexibility as described under comment #7 above, but also ties the proposed buildings to

comply with the proposed elevations and designs that were submitted with the PUD request, which consists of concrete tilt-wall construction.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.050 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a PUD request. Under 470.050 (F) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

- 1. the preliminary development plan's consistency with the Growth Management Plan and all other adopted plans and policies of the City;** The proposed preliminary development plan is consistent with the Growth Management Plan and all other adopted plans and policies.
- 2. the preliminary development plan's consistency with the PUD standards of Section 415.060, including the statement of purpose;** The proposed preliminary development plan is consistent with the standards for a Planned Unit Development. The purpose of the proposed PUD and development plan is to provide flexibility in the design, location, orientation and phasing of the proposed development in order to meet the needs of the developer, applicant, and future tenants of the building, while ensuring the development remains consistent with the requirements of the Unified Development Code.
- 3. the nature and extent of common open space in the PUD;** Common space has been provided as part of the development. Detention basins, landscaping buffers, and existing vegetation also provides a large amount of open space. A significant portion of the southern portion of the property is also heavily wooded, and will remain undeveloped as part of this proposal.
- 4. the reliability of the proposals for maintenance and conservation of common open space;** The provided open spaces will require a stormwater maintenance agreement, which will involve requirements for perpetual maintenance. Additionally, the developer will maintain responsibility for maintenance of parking lot landscaping and landscape islands.
- 5. the adequacy or inadequacy of the amount and function of common open space in terms of the densities and dwelling types proposed in the plan;** Because the proposed PUD is not residential in nature, but rather industrial, the amount and function of the provided common open space has been deemed to be adequate.
- 6. whether the preliminary development plan makes adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment;** The preliminary development plan does provide public services, adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment. The proposed plan adequately separates vehicular and truck traffic, as well as pedestrian traffic. There will also be signage that will be

required to direct truck traffic in and out of the proposed development. Landscaping buffers have been added to mitigate air pollution from trucks and passenger vehicles, and to soften the visual impact of the large buildings from the roadway.

7. **whether the preliminary development plan will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area;** The proposed development plan will not have an adverse effect on the adjacent properties. The subject property is approximately 470' to the nearest house, while most houses are approximately 1500' from the subject property. There is also significant amount of screening and vegetation that will be preserved, and/or installed as part of this development.

Traffic will likely increase near the subject property as the site develops. However, with Dean Ave being extended south to connect with 195th St, the North Cass Interchange was designed and built to handle the type and amount of traffic that this proposed development will generate. 195th Street will be improved with the addition of wider shoulders and turn lanes where required.

8. **whether potential adverse impacts have been mitigated to the maximum practical extent;** The potential adverse impacts on surrounding properties have been mitigated to the maximum practical extent. Existing screening has been preserved to the greatest extent based upon the proposed layout, and landscape buffers have been added throughout the proposed development to mitigate the visual impact of adjacent properties to the best extent possible.

Additionally, a traffic memo was completed that will address the timing, type and placement of traffic control devices to coordinate the movement of traffic throughout the site.

9. **whether the preliminary development plan represents such a unique development proposal that it could not have accomplished through the use of (non-PUD) conventional Unified Development Code;** The proposed preliminary development plan does represent a unique development proposal that could not have been accomplished through the use of conventional zoning.

Because of the proposed size and flexibility of the proposed buildings, it is uncertain what size and type of building a potential tenant would require. The proposed PUD affords the flexibility to phase the development, or shift the location of the buildings as needed, so long as they are compliant with all other provisions of the UDC, and the Bulk and Dimensional, and Use Standards approved as part of the Preliminary Development Plan.

10. **the sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.** The proposed project is intended to be phased over a period of time, and is being approved without a

defined phasing schedule. The submission of a Final Plat application shall prompt the beginning of each individual phase for the project. The Memorandum of Understanding for the proposed project includes language regarding the phasing of the project:

If the initial final plat does not include all of the land contained within the Preliminary Development Plan, then a subsequent final plat application shall be filed every five years from the date that the most recent final plat was approved or the Preliminary Development Plan becomes null and void.

The terms and conditions proposed to protect the interest of the public have been deemed to be sufficient.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	May 17, 2022	May 23, 2022	June 13, 2022

STAFF RECOMMENDATION

The subject property is an ideal location for the development of a business park, and has been planned as such, as part of the Good Ranch MOU and Land Use Plan. The proximity of I-49 provides excellent visibility of the property from the highway, as well as proximity to the North Cass Parkway interchange. The proposed Dean Ave extension will provide the connection from 195th to North Cass Pkwy and provide adequate and logical access and circulation to the property, with necessary improvements being made to the transportation and utility network.

The subject property is appropriate for business park style development, and staff feels the proposed PUD zoning is the best way to facilitate the proposed development.

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #22012, reclassification of zoning of 262.09 acres located south of 195th St. and east of Interstate 49 interchange, from "BP" Business Park District to "PUD" Planned Unit Development District, to the City Council with a recommendation for approval.

PLANNING COMMISSION RECOMMENDATION

At its May 17, 2022 meeting, the Planning and Zoning Commission voted 8-0 to accept the staff proposed findings of fact and forward Case # 22012, rezoning of 262.09 acres located south of 195th St. and east of I-49 Interchange, from "BP" Business Park District to "PUD" Planned Unit Development District to City Council for approval subject to the following condition:

1. The developer will work with City Staff to mitigate truck traffic moving eastward on 195th St.



***Memorandum of Understanding
for
Raymore Commerce Center South***

Legal Description Contained on Pages 2-4

Between VTRE Development, LLC, Developer,

and

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

June 13, 2022

MEMORANDUM OF UNDERSTANDING

Raymore Commerce Center South

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) AND PRELIMINARY DEVELOPMENT PLAN FOR THE DEVELOPMENT OF THE RAYMORE COMMERCE CENTER SOUTH PLANNED UNIT DEVELOPMENT SUBDIVISION is made and entered into this 13th day of June, 2022, by and between VTRE Development, LLC, or assigns (“Developer”) and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri (“Grantee” or “City”).

WHEREAS, Developer seeks to obtain approval from the City for a subdivision to be known as Raymore Commerce Center South, which is in the City of Raymore, Cass County, Missouri, and;

WHEREAS, Developer agrees to assume all subdivision development obligations as described in this agreement; and,

WHEREAS, the City desires to ensure that the Developer 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:

TRACT 1:

ALL THAT PART OF SECTION 32 WHICH LIES EAST OF U.S. HIGHWAY NO. 71, EXCEPT THE FOLLOWING TRACT: PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF THE SAID QUARTER SECTION AND RUNNING SOUTH 89 DEGREES 41 MINUTES 01 SECONDS WEST, ALONG A LINE BEING 1.0 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING AMOCO 50 FOOT GAS LINE EASEMENT, 2075.99 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 47 SECONDS EAST, PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, 857.03 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH, ALONG THE EAST LINE THEREOF, 2075.51 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, EXCEPT THAT PART IN ROADS.

ALSO EXCEPT THAT PART CONVEYED TO D&P REALTY CO. LLC BY INSTRUMENT FILED SEPTEMBER 21, 2011 AS DOCUMENT NO. 484434 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN SECTION 32, TOWNSHIP 46, RANGE 32 AND SECTION 5, TOWNSHIP 45, RANGE

*Raymore Commerce Center South
Memorandum of Understanding*

32, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 3-1/4 INCH ALUMINUM MONUMENT FOUND AT THE NORTHEAST CORNER OF SAID SECTION 5, STAMPED TO IDENTIFY THE CORNER, IN ACCORDANCE WITH DEPARTMENT OF NATURAL RESOURCES DOCUMENT NUMBER 600-69004; THENCE SOUTH 00 DEGREES 28 MINUTES 48 SECONDS EAST (THIS AND SUBSEQUENT BEARINGS ARE BASED UPON THE MISSOURI STATE PLANE, WEST ZONE, COORDINATE SYSTEM) ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, 1427.38 FEET TO A 1/2 INCH REINFORCING STEEL BAR WITH A 1 INCH PLASTIC CAP STAMPED "BRENIZER & ASSOC"; HEREINAFTER REFERRED TO A 1/2 INCH RSBC, SET ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 71; THENCE NORTH 23 DEGREES 16 MINUTES 03 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 1561.79 FEET TO A 1/2 INCH RSBC SET; THENCE NORTH 11 DEGREES 57 MINUTES 27 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 178.48 FEET TO A CHISELED PLUS SET IN THE CONCRETE BASE

OF A HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 23 DEGREES 16 MINUTES 03 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 690.62 FEET TO A 1/2 INCH RSBC SET; THENCE NORTH 24 DEGREES 42 MINUTES 38 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71, 662.45 FEET TO A CHISELED PLUS SET IN THE CONCRETE BASE OF A HIGHWAY RIGHT-OF-WAY

MARKER; THENCE NORTH 35 DEGREES 58 MINUTES 49 SECOND WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 119.64 FEET TO A 1/2 INCH RSBC SET; THENCE SOUTH 81 DEGREES 57 MINUTES 34 SECONDS EAST, 1353.76 FEET TO A 1/2 INCH REINFORCING STEEL BAR WITH A 1 INCH PLASTIC CAP FOUND (FACE OF CAP OBLITERATED) AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, THENCE SOUTH 02 DEGREES 31 MINUTES 51 SECONDS WEST ALONG THE EASTERLY LINE OF THE

SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 1327.88 FEET TO A 3/8 INCH REINFORCING STEEL BAR FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 87 DEGREES 35 MINUTES 28 SECONDS WEST ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 19.83 FEET TO THE POINT OF BEGINNING, LESS THAT PART IN ROADS.

TRACT 2:

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF THE SAID QUARTER SECTION AND RUNNING SOUTH 89 DEGREES 41 MINUTES 01 SECONDS WEST, ALONG A LINE BEING 1.0 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING AMOCO 50 FOOT GAS LINE EASEMENT, 2075.99 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 47 SECONDS EAST, PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, 857.03 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH, ALONG THE EAST LINE THEREOF, 2075.51 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, EXCEPT THAT PART IN ROADS.

THE ABOVE DESCRIPTION HAS BEEN TAKEN FROM AN ALTA COMMITMENT FOR TITLE INSURANCE, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT/FILE NO.: NCS-1079586-KCTY, DATED JULY 22, 2021.

PRELIMINARY DEVELOPMENT PLAN

1. Developer intends to develop the entire property as a Master Planned Light Industrial Park 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

i. Permitted and Conditional uses identified as allowable within the PUD are as follows:

Use	PUD
INDUSTRIAL USES	
Manufacturing, Production and Industrial Service	
Limited	P
General	C
Intensive	-
Research Laboratory	P
Trucking/Freight Terminal	C
Warehousing and Wholesaling	P
Waste-related Use	
Junkyard	-
Recycling Facility	-
Sanitary Landfill	-
ACCESSORY USES	
Accessory Parking	P

ii. Uses designated as permitted (“P”) shall be permitted on all lots, subject to compliance with any special conditions.

iii. Uses designated as conditional (“C”) shall only be permitted upon approval of a Conditional Use Permit, subject to compliance with any special conditions.

3. Bulk and Dimensional Standards Table:

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

Minimum Lot Area	1 acre
Minimum Lot Width	100 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	20 feet
Minimum Rear Yard	20 feet
Minimum Side Yard	10 feet
Maximum Building Height	80 feet

The following bulk and dimensional standards are calculated for the entire development, not on a lot-by-lot basis.

Minimum Landscaped Area	20%
Maximum Building Coverage	50%

Developer has flexibility to adjust building square footage, building orientation, access points onto 195th Street and other elements of the approved site plan subject to approval by City Staff of an amended site plan.

4. Outdoor Storage

- a. Accessory parking and storage of tractor-trailers shall be permitted on-site as outlined in the Preliminary Development Plan. Outdoor storage areas shall be screened appropriately in accordance with Section 430 of the Unified Development Code.
- b. Location of any outdoor storage of materials or products is only allowed upon approval from City Staff.

5. Landscaping & Screening

- a. Landscaped areas with a minimum width of six feet (6') shall be provided along all street frontages.
- b. No details as to plant location, type or size is required as part of the Preliminary Development Plan or site plan.
- c. A landscape plan compliant with Chapter 430 of the Unified Development Code, identifying details described in subsection b above, shall be submitted with building construction plans.
- d. All required landscaping shall be installed prior to the issuance of any certificate of occupancy for the applicable building.

6. Parkland Dedication

A parkland dedication fee equal to \$0.017 per square foot of land included in a final plat shall be paid prior to the recording of a final plat.

7. Site Lighting

A site lighting plan compliant with the Unified Development Code shall be submitted with building construction plans for each individual lot. All light fixtures shall be installed and operational prior to the issuance of any certificate of occupancy for the applicable building.

8. Parking

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

Use	Minimum Parking Spaces Required
Light Industrial with Office Space	1 space per 2,500 square feet

- a. Required parking spaces shall be provided on the same lot as the use to which the parking serves.
- b. A reduction of up to 10 percent of the total parking requirement for a lot may be approved by staff where shared parking among businesses on different lots is provided by written agreement between the affected businesses and submitted to the City.

- c. Required parking spaces may be constructed as needed for each use occupying a building. The minimum parking spaces shall be provided as each use occupies the building.
- d. Parking for a building may be constructed in phases provided the required parking spaces are provided for each use identified in a building.
- e. The City may allow reductions in the number of required parking spaces to be installed under one of more of the following circumstances:
 - 1. The unique circumstances of the proposed use are such that it will generate a need for less parking than the ordinance standard; or
 - 2. All requests for reductions in the amount of required parking to be installed shall be accompanied by a plan showing where the total required parking spaces can be added on the lot, if necessary, up to the total amount required, without requiring a variance.

9. Trash and Recycling Services

The use of trash compactors located within the truck court areas is allowed. If independent, free-standing trash and recycling containers and equipment are located within the vehicle parking areas the containers shall be screened in accordance with Section 430.110 of the Unified Development Code.

10. Security Fencing and Screening

The use of fencing shall be allowable on all lots for purposes of security. Fences shall be limited to vinyl-coats chain-link fencing, and shall not exceed eight-feet (8') in height without prior approval from City Staff.

PHASING SCHEDULE

- 1. The Preliminary Development Plan is being approved without a defined phasing plan.
- 2. The Preliminary Development Plan does not expire.

3. The Developer may construct the development in phases.
4. Phasing is not required to be sequential in any specific direction on the property.

FINAL PLATS

1. Developer 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 PLANS

1. The Preliminary Development Plan serves at the preliminary site plan for the entire development and was approved by the Planning and Zoning Commission on May 17, 2022
2. Submittal of a final plat and final building plans shall constitute the submittal of a final site plan for each individual Lot. Such submittals shall be subject to staff review and approval based upon the compliance with all requirements as outlined in the Preliminary Development Plan.
2. City staff is hereby granted authority to review and approve any amendment to the approved site plan if all of the requirements of the Unified Development Code and any other applicable City requirement are met.
3. Any decision made by staff regarding an amendment to the approved site plan may be appealed to the Planning and Zoning Commission.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

Access to the Raymore Commerce South development is being provided for via 195th Street, and the extension of Dean Avenue South. The parties agree that the following road improvements are necessary and shall be constructed by the Developer as outlined below.

a. Dean Avenue South Extension

- i. Dean Avenue shall be constructed from its current terminus north of the subject property south to intersect with 195th Street in accordance with the recommendations of the Dean Avenue Alignment Study, prepared by Olsson.
- ii. The Dean Avenue South Extension shall be constructed prior to the full build-out and occupancy of approximately 50% of the total site.
- iii. Dean Avenue shall be constructed as a collector road. Right-of-way width and pavement width shall be determined as part of City staff review of road construction plans.
- iv. Right-of-Way for the Dean Avenue South Extension is being provided for in part by a platting of Raymore Commerce Center 2nd Plat. Additional right-of-way may need to be obtained to facilitate the extension of the roadway. Right-of-way acquisition from private land owners shall be the responsibility of the Developer. The City shall dedicate necessary right-of-way from relevant City-owned property.

b. 195th Street

- i. 195th Street shall be constructed in accordance with the recommendations outlined in the Raymore Commerce Center South Traffic Review Dated April 14th, 2022 prepared by Olsson.

c. Access Road to Owen-Good Lift Station

- i. Upon the future extension of Dean Avenue by the Developer, an access easement, or drive-way shall be constructed by the Developer to provide and maintain access from the Dean Avenue to the City of Raymore Owen-Good lift station.

d. Access Road to Whitetail Lift Station

- i. When the easternmost public road, Commerce Drive, is extended to its southern terminus as part of this development, an access easement shall be provided by the Developer to allow the City to construct a gravel road no wider than eighteen feet to provide access from the cul-de-sac on Commerce Drive, south to the City of Raymore Whitetail Run lift station.

2. Pedestrian Improvements

- a. A five-foot (5') sidewalk is required along the west side of Dean Avenue at the time the improvements to the Dean Avenue South Extension are constructed.
- b. A five-foot (5') sidewalk is required along the south side of 195th Street at the time a building on the adjacent lot(s) to the south of 195th Street is constructed.
- c. A five-foot (5') sidewalk is required along Commerce Drive at the time a building is constructed on Lots 2, 3, 4, 5 and/or 6.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot by the Developer. The line shall extend to the property line 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 Developer shall have the engineering plans approved by the Missouri Department of Natural Resources 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. Developer 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. Developer agrees to dedicate easements to the City in compliance with City standards for utility easements.

6. City warrants that the existing Whitetail Run lift station is able to serve the proposed development.

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the Cass County Public Water Supply District #10 and shall be served by the district.
2. All improvements to the water service system shall comply with the requirements of the Water District and with the requirements of the South Metro 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 Development Plan.
2. A final stormwater management plan is required to be submitted at the time building construction plans are submitted for all the land area contained within the final plat.
3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
4. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.

STREAM ASSESSMENT

1. The Good Ranch Master Development Agreement, dated October 14, 2014, is applicable to the development.
2. A Geomorphic Assessment was completed by Terra Technologies in October of 2018 for the Good Ranch Development. The assessment identified stream enhancements or other improvements necessary to minimize or eliminate current and anticipated geomorphic deficiencies.

3. Where a stream is crossed with a roadway, sanitary sewer line, or water line, or if a stormwater outlet structure is installed in or near the stream channel as part of the subdivision, grade control structures are to be utilized. The Developer shall include Plan details for the grade control structure as part of the public improvement construction plans for each phase of the development.

INDUSTRIAL BUILDING STANDARDS

1. The design and appearance of buildings shall conform to the proposed elevations, attached and incorporated herein as Exhibit B.
2. The following building and design standards shall apply to the development:

- a. **Exterior Building Materials**

Primary building materials shall be consistent among the buildings in the development and consist of materials such as stucco, stone, concrete tilt walls and brick.

- b. **Color**

A unified color scheme shall be established to tie building elements together, relate separate (freestanding) buildings, and enhance architectural form.

- c. **Building Form**

- i. Both vertical and horizontal articulation shall be used to break up building form.
- ii. Design features such as articulated bases, columns, pilasters, and arches shall be used to articulate building facades.
- iii. Buildings shall incorporate variations in parapet height.
- iv. Architectural treatments and materials shall be uniform on all four sides of the building. Variation in the sides of the building containing dock doors is allowed.

d. Architectural Features

- i. Architectural features such as canopies and awnings shall be used to enhance building entrances.
- ii. Windows shall be incorporated into front and side building elevations where office areas are provided.

SIGNAGE

1. Subdivision entrance markers are permitted for the development along 195th Street. A sign easement shall be provided for each proposed sign. Signs shall be in compliance with Chapter 435 of the Unified Development Code.
2. Building signs identifying tenants are permitted in accordance with Chapter 435 of the Unified Development Code.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

1. Before the installation of any improvements or the issuance of building permits for a Platted Area, Developer shall have all engineering plans approved by the City.
2. Prior to the issuance of any Certificate of Occupancy, Developer shall install all public improvements as shown on approved engineering plans of said platted areas.
3. Developer shall be responsible for the installation and maintenance of all improvements as shown on the approved engineering plans of the subdivision for a period of two years after acceptance by the City, in accordance with the City specifications and policies. Said plans shall be on file with the City and shall reflect the development of said subdivision. Said plans shall include but are not exclusive to sanitary sewer system, storm drainage system and channel improvements, erosion control, MBF elevations and water distribution systems.

FEES, BONDS AND INSURANCE

1. Developer 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. Developer agrees to pay the cost of providing streetlights in accordance with the approved streetlight plan. Once streetlights are accepted by the City as part of infrastructure acceptance the City will assume maintenance responsibility for the lights.
3. Developer agrees to pay to the City, a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.

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 Developer must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by the Developer 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. In the event this agreement is assigned, VTRE Development, LLC shall be released from any further obligations set forth herein accruing from the date of such assignment. VTRE Development, LLC shall notify City of any such assignment including presentation of the assumption of obligation instrument within ten (10) days of closing on such assignment. At all times, without the consent of the City, VTRE Development, LLC may collaterally assign this agreement to lenders providing financing for the project.
9. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to VTRE Development, LLC at:

VanTrust Real Estate, LLC.
4900 Main Street, Suite 400
Kansas City, MO 64112

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

Developer – 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: _____

DRAFT



olsson



RAYMORE SOUTH
CONCEPTUAL SITE PLAN
Raymore, Missouri



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 23, 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 type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3724: Raymore Commerce Center 2nd Final Plat - Lots 2-3

STRATEGIC PLAN GOAL/STRATEGY

Goal 3.1: Create a healthy and sustainable economy

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning and Zoning Commission
Date:	May 17, 2022
Action/Vote:	7-0-1

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Grant Harrison, representing VanTrust Real Estate LLC and KCI Raymore Phase 2 LLC, is requesting Final Plat approval for Lots 2 and 3 of the Raymore Commerce Center. Building 3 is approaching substantial completion and construction on Building 2 is imminent. The request would allow the remaining land to be split into two separate lots.

At its May 17, 2022 meeting, the Planning and Zoning Commission voted 7-0-1 to recommend approval of the request as part of the Consent Agenda.

BILL 3724

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE COMMERCE CENTER SECOND FINAL PLAT, LOTS 2 AND 3.”

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

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

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

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

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

Section 2. That the subdivision known as Raymore Commerce Center Second Final Plat is approved for the tract of land described below:

All that part of Tract A, Dean Avenue Extension ROW 1st Plat, a subdivision of land in the City of Raymore, Cass County, Missouri, together with an unplatted tract of land lying in part of the Northeast Quarter of Section 30 and part of the Northwest Quarter and part of the Southwest Quarter of Section 29, Township 46 North, Range 32 West, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), being more particularly described by Timothy B. Wiswell, MO PLS-2009000067, of Olsson, Inc. Missouri LC-366, on March 2, 2022, as follows:

Commencing at the Southwest corner of the Northwest quarter of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 01 minute 13 seconds East, on the South line of said Northwest Quarter, a distance of 373.35 feet to a point on the East right-of-way line of Interstate 49 (formerly known as US Highway No. 71), as established in Book 513, Page 429, and as depicted on the highway plans for project number f-71-4(9), said point also being the POINT OF BEGINNING; thence North 20 degrees 01 minute 35 seconds West, departing said South line, and on said East right-of-way line, a distance of 230.42 feet to a point; thence North 21 degrees 06 minutes 02 seconds West, on said East right-of-way line, a distance of 800.14 feet, to a point; thence North 20 degrees 25 minutes 37 seconds West, on said East right-of-way line, a distance of 423.93 feet, to the Southwest corner of Lot 1, Raymore Commerce Center First Plat, a subdivision of land in the City of Raymore, Cass County, Missouri, according to the recorded plat thereof; thence North 68 degrees 53 minutes 58 seconds East, departing said East right-of-way line and on the Southeasterly line of said Lot 1, a distance of 881.05 feet, to a point on the South line of said Lot 1; thence South 87 degrees 03 minutes 19 seconds East, on said South line, a distance of 526.34 feet, to a point on the Easterly right-of-way line of Tract A of Dean Avenue Extension Row 1st Plat, a subdivision in the City of Raymore, Cass County, Missouri, said point being the beginning of a non-tangent curve; thence

Southerly and Southeasterly, departing said South line and on said Easterly right-of-way line and on and a curve to the left, whose initial tangent bears South 00 degrees 21 minutes 17 seconds East, having a radius of 1,940.00 feet, through a central angle of 20 degrees 44 minutes 45 seconds, an arc length of 702.44 feet, to a point on the Southeasterly right-of-way line of said Tract A of Dean Avenue Extension Row 1st Plat, said point being on a non-tangent line; thence South 21 degrees 06 minutes 02 seconds East, on said Southeasterly right-of-way line, a distance of 1665.77 feet to the Southeast corner of said Tract A, said corner also lying on the South line of Dean Avenue right of way, as established in said Dean Avenue Extension ROW 1st plat; thence North 68 degrees 53 minutes 58 seconds East, on said South line, a distance of 90.00 feet to the Southeast corner of said Dean Avenue right of way, said corner also being the beginning of a non-tangent curve; thence in a Southerly direction, departing said South line and on a curve to the right whose initial tangent bears South 21 degrees 06 minutes 02 seconds East, having a radius of 600.00 feet, through a central angle of 37 degrees 03 minutes 36 seconds, an arc length of 388.09 feet to a point on a non-tangent line; thence North 74 degrees 02 minutes 26 seconds West a distance of 100.00 feet, to the beginning of a non-tangent curve; thence in a Southerly, Southwesterly and Westerly direction, on a curve to the right whose initial tangent bears South 15 degrees 57 minutes 34 seconds West, having a radius of 500.00 feet, through a central angle of 55 degrees 23 minutes 12 seconds, an arc distance of 483.34 feet to a point of tangency; thence South 71 degrees 20 minutes 46 seconds West a distance of 344.72 feet to a point; thence South 05 degrees 21 minutes 09 seconds West, a distance of 310.85 feet to a point; thence South 89 degrees 35 minutes 22 seconds West, a distance of 266.61 feet to a point the Easterly right-of-way line of said Interstate 49; thence North 20 degrees 01 minute 35 seconds West, on said East right-of-way line, a distance of 112.39 feet to a point; thence North 25 degrees 44 minutes 13 seconds West, on said Easterly right-of-way line, a distance of 201.00 feet to a point; thence North 20 degrees 01 minute 35 seconds West, on said Easterly right-of-way line, a distance of 1200.00 feet to a point; thence North 17 degrees 09 minutes 50 seconds West, on said Easterly right-of-way line, a distance of 100.12 feet to a point; thence North 20 degrees 01 minute 35 seconds West, on said Easterly right-of-way line, a distance of 169.58 feet to the POINT OF BEGINNING, containing 3,892,181 square feet or 89.3522 acres, more or less.

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 23RD DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF JUNE, 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: May 23, 2022
Re: Case #22013: Raymore Commerce Center - Second Plat (Lots 2 and 3)

GENERAL INFORMATION

**Applicant/
Property Owner:** VanTrust Real Estate
% Grant Harrison
4900 Main Street, Ste 400
Kansas City, MO 64112

Property Location: SE of I-49 and North Cass Parkway



Existing Zoning: PUD Planned Unit Development District

Existing Surrounding Zoning: **North:** C-3 - Regional Commercial District
PUD - Planned Unit Development District
South: PUD - Planned Unit Development District
A- Agriculture
East: A - Agricultural District
West: I-49

Existing Surrounding Uses: **North:** Light Industrial Warehousing (Lot 1)
South: Undeveloped
East: Undeveloped
West: Interstate 49

Total Tract Size: 89.3522 acres

Total Number of Lots: 2 Lots

Density – units per Acre: n/a

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

Major Street Plan: The Major Thoroughfare Plan Map classifies Dean Avenue and North Cass Parkway as minor arterial roads.

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for *Raymore Commerce Center, Second Plat*

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The property was rezoned to PUD Planned Unit Development District in December 2019. The rezoning to PUD included approval of the preliminary plan.
2. The North Cass Plaza Final Plat to the north was approved in November 2020.
3. A sixty foot transmission line easement bounds the property to the north and is identified in this proposed plat.
4. The Dean Avenue Right of Way Extension Final Plat was recorded in October 2020. Construction for the extension of Dean Avenue has been majorly completed for this development.
5. The site plan for the Raymore Commerce Center, including the building under construction on the subject property, was approved by the Planning and Zoning Commission on October 16, 2018.
6. Raymore Commerce Center 1st Plat was approved December 21, 2020 which included only lot 1.

ENGINEERING DIVISION COMMENTS

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

STAFF COMMENTS

1. The current bulk and dimensional standards for the PUD Planned Unit Development zoning district are as follows:

	PUD
Minimum Lot Area	
per lot	-
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	100
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	20
side	10
side, abutting residential district	20
Maximum Building Height (feet)	80
Maximum Building Coverage (%)	50

2. The proposed project was shared with the South Metropolitan Fire Protection District. The District had no comments or concerns.
3. Approval of the preliminary plan, and approval of the site plan, allowed construction of the building upon the lot to be commenced prior to approval of the final plat. The final plat must be approved and recorded prior to the issuance of a Certificate of Occupancy for the building on the lot.
4. The lot is located within the service area of Cass County Water Supply District #10. Extension of the water main to serve the property has been completed.
5. Sanitary sewer mains were extended to serve any development upon the lot.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

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

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

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

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

There were no conditions attached to the approval of the preliminary plan.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	May 17, 2022	May 23, 2022	June 13, 2022

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #22013 Raymore Commerce Center - Second Plat to the City Council with a recommendation of approval.

PLANNING COMMISSION RECOMMENDATION

At its May 17, 2022 meeting, the Planning and Zoning Commission voted 7-0-1 to accept the staff proposed findings of fact and forward Case # 22013 Raymore Commerce Center Second Plat (Lots 2 and 3) to the City Council with a recommendation of approval.

No.	Date	Description
1	08/12/2022	Initial Plat
2	08/12/2022	Final Plat

Plat Description: This plat is a subdivision of land in the City of Raymore, Missouri, known as the Raymore Commerce Center Second Plat. The land is located in the Northwest Quarter and the Southwest Quarter of Section 29, all in Township 46 North, Range 32 West, and in the Northwest Quarter of Section 30, and in the Northwest Quarter and the Southwest Quarter of Section 29, all in Township 46 North, Range 32 West. The land is being subdivided into two lots, Lot 2 and Lot 3, and is being offered for sale by the Raymore Commerce Center, Second Plat.

Legal Description: This plat is a subdivision of land in the City of Raymore, Missouri, known as the Raymore Commerce Center Second Plat. The land is located in the Northwest Quarter and the Southwest Quarter of Section 29, all in Township 46 North, Range 32 West, and in the Northwest Quarter of Section 30, and in the Northwest Quarter and the Southwest Quarter of Section 29, all in Township 46 North, Range 32 West. The land is being subdivided into two lots, Lot 2 and Lot 3, and is being offered for sale by the Raymore Commerce Center, Second Plat.

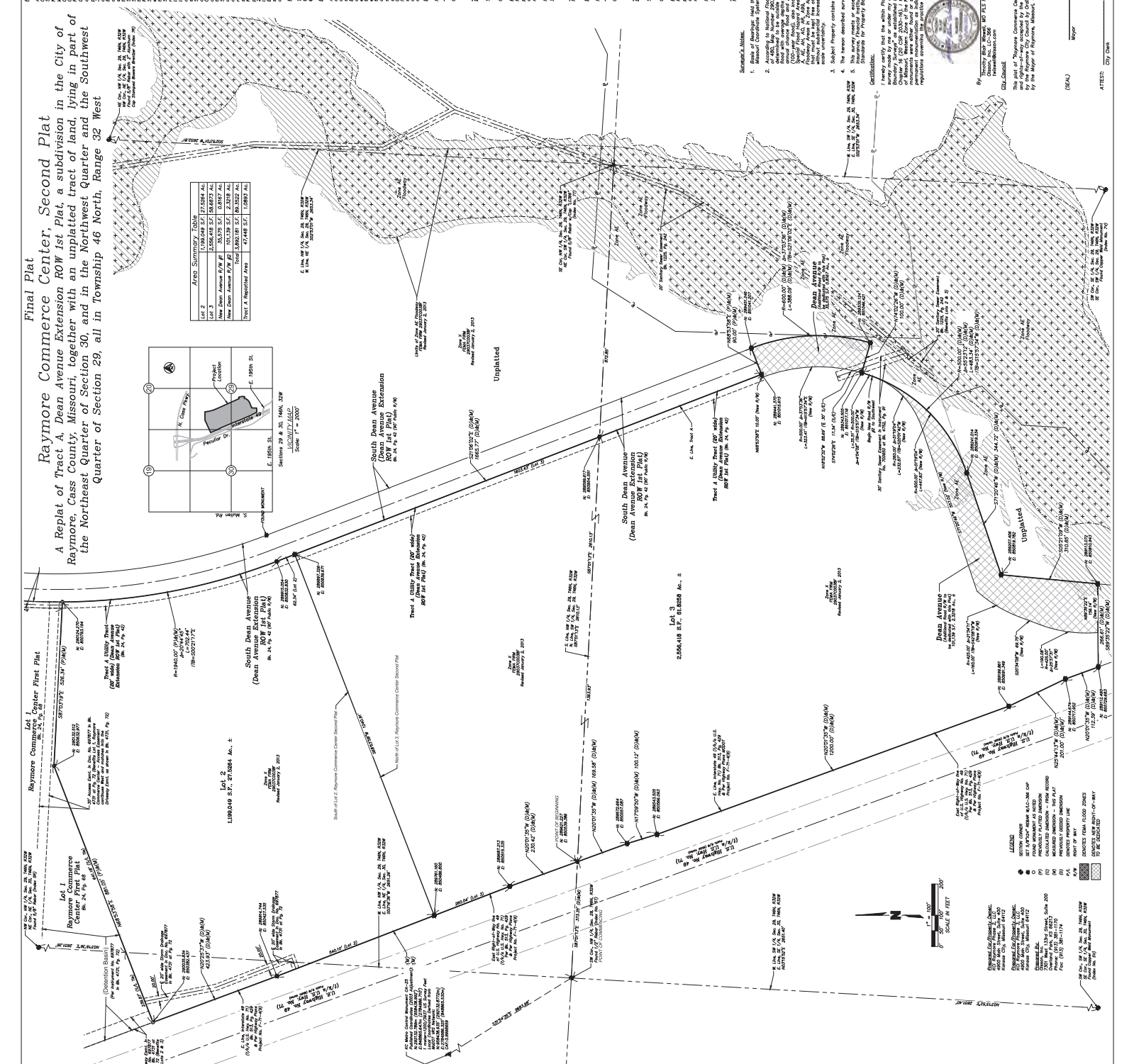
Map Description: The map shows the layout of the land, including the proposed lots, roads, and easements. The land is bounded by the City of Raymore to the north and east, and by the City of Gladstone to the south and west. The proposed lots are shown in a grid pattern, with Lot 2 and Lot 3 being the focus of this plat. The map also shows the location of the Raymore Commerce Center, Second Plat, and the proposed roads, including South Dean Avenue Extension and Dean Avenue Extension.

Survey Data:

Lot	Area	Area (Acres)
Lot 2	17,538.84	0.399
Lot 3	16,678.57	0.380
Total	34,217.41	0.779

Notes:

- The proposed lots are shown in a grid pattern, with Lot 2 and Lot 3 being the focus of this plat.
- The map also shows the location of the Raymore Commerce Center, Second Plat, and the proposed roads, including South Dean Avenue Extension and Dean Avenue Extension.
- The survey data is based on a professional survey conducted by the Raymore Commerce Center, Second Plat.
- The plat is subject to the approval of the Raymore Planning and Zoning Commission.



Disclaimer: The undersigned proprietor of the above described tract of land has caused the same to be surveyed in accordance with the laws of the State of Missouri, and the same to be platted hereon, and the same to be offered for sale by the Raymore Commerce Center, Second Plat.

Witness: I, _____, County Clerk, do hereby certify that the above described tract of land has been surveyed and platted in accordance with the laws of the State of Missouri.

Notary Public: _____

City Engineer: _____

City Clerk: _____

Raymore Commerce Center, Second Plat: _____

Raymore Planning and Zoning Commission: _____



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 23, 2021

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3726: 2022 Fire Hydrant Replacement

STRATEGIC PLAN GOAL/STRATEGY

2.1: Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To:	Hettinger Excavating LLC
Amount of Request/Contract:	\$135,725
Amount Budgeted:	\$149,818
Funding Source/Account#:	Fund 54 - Enterprise Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project includes removal and replacement of 21 fire hydrants in the City of Raymore.

Bids for the Fire Hydrant Replacement Project were received on May 4, 2022 as follows:

Breit Construction	\$259,867.00
OAHC Construction	\$259,658.00
Harris Excavating	\$264,408.00
Hettinger Excavating	\$158,350.00*
Infrastructure Solution	\$286,630.00
She Digs It	\$238,217.00
TC Fuller Construction	\$214,069.00
Blue Moon Hauling	\$235,573.00

Hettinger Excavating LLC was determined to be the lowest and best bidder. Staff recommends the contract for the 2022 Fire Hydrant Replacement Project to be awarded to Hettinger Excavating LLC.

*Negotiated amount of \$135,725 reflects a change in the original RFP and a reduction of two hydrants in the project in order to bring this contract under the budgeted amount.

BILL 3726

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HETTINGER EXCAVATING LLC FOR THE 2022 FIRE HYDRANT REPLACEMENT PROJECT, CITY PROJECT NUMBER 22-407-501, FOR THE NEGOTIATED AMOUNT OF \$135,725 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the 2022 Fire Hydrant Replacement Program was included in the FY 2022 budget; and,

WHEREAS, bids for this project were received on May 4, 2022; and,

WHEREAS, Hettinger Excavating LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract for the negotiated amount of \$135,725 with Hettinger Excavating LLC for the 2022 Fire Hydrant Replacement project, attached as Exhibit A.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

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

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

DULY READ THE FIRST TIME THIS 23RD DAY OF MAY, 2022.

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

2022 Fire Hydrant Replacement

This Contract for the 2022 Fire Hydrant Replacement Project, hereafter referred to as the **Contract** is made this 13th day of June, 2022, between Hettinger Excavating, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 311 East Main Street, Drexel, MO 64742, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of June 13, 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 22-407-501 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 \$135,725.00.

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)

HETTINGER EXCAVATING, LLC

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2022 Fire Hydrant Replacement

ANTICIPATED SCOPE OF SERVICES:

- Replace 23 fire hydrants. Two new hydrants will be supplied by the City. All hydrants are to be Clow Medallion **All hydrants/valves to be presumed unrestrained. Water to be shut off during replacement. Contractor to notify residents 48 hours in advance via door hangers of water service interruption.**
- Install 6, six inch gate valves at 6 of the hydrants to be replaced. Replace the tees to the main along with the valves as necessary.
- Install two, 8 inch gate valves on existing DIP lines.
- Replace 150 sq feet of sidewalk, if damaged, and replace two ADA ramps.
- Restore any damaged lawns or landscaping. Sod is to be used in maintained lawns, seed and Futerra F4 Netless blankets or approved equal in un-maintained areas. Straw is not allowed.
- Provide traffic control

1. **SPECIFICATIONS WHICH APPLY**

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

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

It is expected that the Notice of Award shall be issued June 2022.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2013 shall be amended to include the following:

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

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

- A. Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment.
- B. Fire Hydrant Removal and Replacement:** Fire Hydrant Removal and Replacement will be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to remove and dispose of the existing hydrant and pipe back to the valve and install a new hydrant as per City specifications, including thrust blocks, anchor couplings and any necessary restraint. The hydrants shall be Clow Medallion.
- C. Gate Valves:** Gate Valves shall be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to install valves at any of the new hydrants, any other hydrant where the valve is inoperable or on the existing main lines. Removal of inoperable valves is considered a subsidiary of this line item. The valve is to be an East Jordan Flowmaster Resilient Wedge Gate Valve or an approved equal.. All valve risers shall be ductile iron. The contractor is required to notify the residents affected by the water shut off by door hangers 48 hours in advance.
- D. Ductile Iron Valve Stem Risers:** Ductile Iron Valve Stem Risers shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install the risers on new or existing valves, if the existing riser is not ductile, and to dispose of the existing risers.
- E. 6" to 4" Reducer:** 6" to 4" Reducer shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to join 6" to 4" fittings/pipe of any material.
- F. Cut In Tees:** Cut In Tees shall be paid at the unit bid price per each. The unit bid price shall include all labor, equipment and materials to install ductile iron tees on existing lines where necessary and to restrain the valve and hydrant assembly. Thrust blocks are considered a subsidiary of this line item.
- G. Sidewalk:** Sidewalk shall be paid for at the unit bid price per square foot. The unit bid price shall include all labor, equipment and materials required to remove, dispose of and replace any sidewalk damaged during hydrant and valve installation. Concrete shall be a KCMMB 4K mix and the new sidewalk shall be doveled into the existing sidewalk.

H. Traffic Control: Traffic Control shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials necessary to maintain a safe work zone. All signage and barricades shall meet the MUTCD standards and the City reserves the right to require additional traffic control measures above what the contractor has supplied if deemed necessary.

I. Restoration: Restoration shall be considered a lump sum item for payment. The unit bid price shall include all labor, equipment and materials required to restore any grass, vegetation or landscaping damaged during installation of the hydrants or valves. Sod will be placed in residential lawns, seed and Forterra F4 netless blankets (or approved equal - straw is not allowed) shall be used in non-maintained areas. Restoration shall be considered complete when the grass is established as per APWA specifications.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 22-407-501

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

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

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

J. *Severability*

In the event that any provision 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 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 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 22-407-501

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Hettinger Excavating, LLC

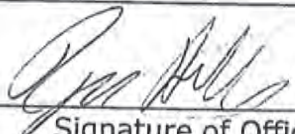
ADDRESS: 311 East Main Street
Street

ADDRESS: Drexel, MO 64742
City State Zip

PHONE: 816-786-4593

E-MAIL: Royce@hettingerxlt.com

DATE: _____
(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 22-407-501

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 22-407-501

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 Forest City, MO
ADDRESS	301 Grand Ave Forest City, MO 64451
CONTACT PERSON	Greg Book
CONTACT EMAIL	
TELEPHONE NUMBER	660-446-2346
PROJECT, AMOUNT AND DATE COMPLETED	Contract No. 1 Water Main Improvements Contract A \$1,722,025.00 September 2021

COMPANY NAME	Saline County
ADDRESS	401 West Helm Brookfield, MO
CONTACT PERSON	Richard Rhodes
CONTACT EMAIL	
TELEPHONE NUMBER	660-258-7745
PROJECT, AMOUNT AND DATE COMPLETED	Marshall-Saline Junction Water Distribution System Improvements Contract A \$2,542,685.00 August 2021

COMPANY NAME	City of Sedalia, MO
ADDRESS	200 S. Osage Ave Sedalia, MO 65301
CONTACT PERSON	Jeremy Stone
CONTACT EMAIL	
TELEPHONE NUMBER	660-827-3000
PROJECT, AMOUNT AND DATE COMPLETED	2018 Water System Improvements Contract No. 3 South of Broadway Blvd \$2,357,288.00 July 2021

COMPANY NAME	City of Kansas City, MO
ADDRESS	KCMO
CONTACT PERSON	Kelly Finn
CONTACT EMAIL	
TELEPHONE NUMBER	816-513-0351
PROJECT, AMOUNT AND DATE COMPLETED	Water Main Replacement in the area of Norton Ave, E. 52nd Street to E. 55th Street \$1,084,600.00 April 2021

COMPANY NAME	City of Lawrence, KS
ADDRESS	6 East 6th Street, Lawrence, KS 66044
CONTACT PERSON	Andrew Ensz
CONTACT EMAIL	
TELEPHONE NUMBER	785-832-7812
PROJECT, AMOUNT AND DATE COMPLETED	9th Street Lawrence Ave. to Schwarz Road \$394,099.50 August 2020

State the number of Years in Business: 17

State the current number of personnel on staff: 32

BID PROPOSAL FORM E – Project No. 22-407-501

2022 Fire Hydrant Replacement

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mob, Bonds and Insurance	Lump Sum	1	7500	\$7500
Fire Hydrant Removal & Replace	Each	19	4450	\$84550
Install & Replace Hydrants with Hydrants Supplied by City	Each	2	1575	\$3150
6" Gate Valve on Hydrants	Each	6	2150	\$12900
8" Gate Valve on Mains	Each	0	3800	0
DIP Valve Riser	Each	15	350	\$5250
6" to 4" Reducer	Each	4	800	\$3200
Cut in Tees	Each	6	2000	\$12000
Replace ADA Ramps	Each	0	2500	0
Sidewalk	Sq Ft	75	15	\$1125
Traffic Control	LS	1	800	\$800
Restoration	LS	1	5250	\$5250
TOTAL BASE BID				\$135,725

Company Name Hettinger Excavating, LLC

Total Base Bid for Project Number:

\$ 135,725.00


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

(\$ One hundred thirty five thousand seven hundred twenty five)

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

**BID PROPOSAL FORM E – RFP 22-407-501
CONTINUED**

Company Name Hettinger Excavating, LLC

By 

Authorized Person's Signature

Royce Hettinger Member

Print or type name and title of signer

Company Address 311 East Main Street
Drexel, MO 64742

Phone 816-786-4593

Fax 816-619-2511

Email Royce@hettingerxlt.com

Date 05-04-2022

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

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 Royce Hettinger, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Royce Hettinger


Company: Hettinger Excavating, LLC

Address: 311 East Main St, Drexel, MO. 64742

- 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 # 22-407-501.
- 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.

Hettinger Excavating, LLC
Company Name


Signature

Name: Royce Hettinger

Title: Member



STATE OF Missouri COUNTY OF Cass

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

Notary Public: Lauryn Campbell Lauryn Campbell

My Commission Expires: 02/15/2025 Commission # 21340410

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

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



Company ID Number: 664395

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Hettinger Excavating, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

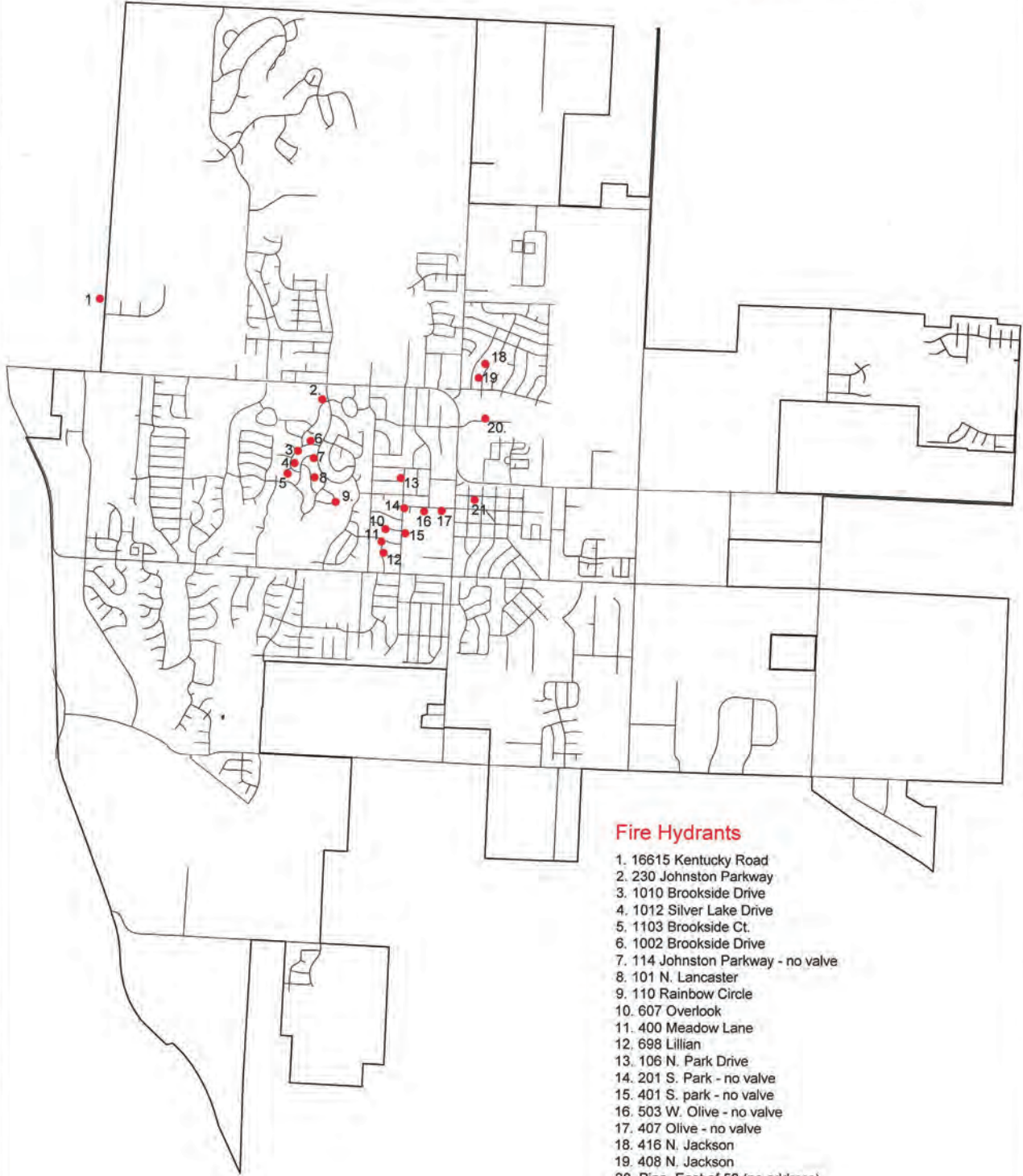
1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 664395

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hettinger Excavating, LLC
Company Facility Address	311 E Main Street Drexel, MO 64742
Company Alternate Address	PO Box 273 Drexel, MO 64742
County or Parish	CASS
Employer Identification Number	454825230
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	32
Number of Sites Verified for	1

2022 Fire Hydrant Replacement Map



Fire Hydrants

1. 16615 Kentucky Road
2. 230 Johnston Parkway
3. 1010 Brookside Drive
4. 1012 Silver Lake Drive
5. 1103 Brookside Ct.
6. 1002 Brookside Drive
7. 114 Johnston Parkway - no valve
8. 101 N. Lancaster
9. 110 Rainbow Circle
10. 607 Overlook
11. 400 Meadow Lane
12. 698 Lillian
13. 106 N. Park Drive
14. 201 S. Park - no valve
15. 401 S. park - no valve
16. 503 W. Olive - no valve
17. 407 Olive - no valve
18. 416 N. Jackson
19. 408 N. Jackson
20. Pine, East of 58 (no address)
21. 201 S. Jefferson

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, MAY 16, 2022, AT 7:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, FORSTER, HOLMAN, TOWNSEND, AND WILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER RYAN MURDOCK, CITY ATTORNEY JONATHAN ZERR, CITY STAFF, AND MEMBERS OF THE PARK BOARD.

A. Joint Meeting - Raymore Parks and Recreation Board

The City Council and the Raymore Parks and Recreation Board discussed items of mutual interest, including detailed information regarding the future dog park.

Chief of Police Jan Zimmerman discussed the animal shelter and specific needs that will be addressed in a future, larger shelter space.

B. Other

The work session of the Raymore City Council adjourned at 8:25 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, APRIL 19, 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, JIM PETERMANN, MAYOR KRIS TURNBOW, AND MARIO URQUILLA. ABSENT WAS JEREMY MANSUR AND TOM ENGERT. ALSO PRESENT WAS DIRECTOR OF DEVELOPMENT SERVICES DAVID GRESS, CITY PLANNER DYLAN EPPERT, PUBLIC WORKS DIRECTOR MICHAEL KRASS, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. **Call to Order** – Chairman Wiggins called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Wiggins declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**

- a. **Approval of Minutes from April 5, 2022**

Motion by Commissioner Faulkner, Seconded by Urquilla, to approve the Consent Agenda.

Vote on Motion:

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

Motion passed 6-0-0.

6. **Unfinished Business - none**

7. **New Business -**

- a. **Comprehensive Planning Update and Future Land Use Discussion**

City Planner Dylan Eppert and Director of Development Services David Gress shared with the Commission the Comprehensive Plan Draft Outline. The draft consists of the community profile, strategic plan overview, community identity and connections, land use, public infrastructure, parks, recreation, community facilities, and economic vitality. Also included are recommendations for activity centers, future land use maps, the 58 Highway corridor, the Dean Avenue corridor, North Cass Parkway, parks facilities, community facilities, housing, local government and internal service, as well as economic development. Staff has identified a total of 42 proposed changes to the Future Land Use Map which comprises 26 Clean-Up Changes and Corrections, 9 Proposed changes, 1 Rural Density Residential change, and 6 Activity

Center changes. The Clean-Up Changes and Corrections include properties within the City that have been rezoned by the Planning Commission, and/or developed that were not reflected on the existing future land use map. These updates are being proposed to reflect current land use patterns and/or existing zoning designations. The Proposed changes include undeveloped properties within the City that staff is proposing to change the future land use designation. Staff is seeking feedback on proposed changes, or direction on additional changes. The Rural Residential change is a new designation being proposed as an addition to the residential future land use designations. This proposal is based upon utility challenges in providing sanitary sewer service, and water service to these areas. Staff has determined that extending utilities to the properties within this area would be cost prohibitive. The Activity Centers change is a new land use designation that staff is proposing to include within the Comprehensive Plan as part of the future land use map. Staff will provide an overview and conceptual ideas for each of these proposed Activity Centers. As Mr. Eppert, Mr. Gress, Public Works Director Mike Krass, and the Commission members went through the recommendations, questions and suggestions were accepted by Staff.

8. City Council Report

Mr. Gress gave the City Council Report, highlighting the updates to the Allera, Oak Ridge Farms, and Watermark projects.

9. Staff Report

City Planner Dylan Eppert gave the Staff Report, highlighting that the May 3rd meeting will be canceled, and that the May 17th meeting will be quite busy.

10. Public Comment

No public comment.

11. Commission Member Comment

Commissioner Faulkner thanked Staff.

Commissioner Bowie mentioned that he appreciates the work Staff does.

Commissioner Fizer stated that she appreciates the work that went into the presentation, and looks forward to the progress.

Commissioner Petermann thanked Staff for all of the work they do, and found the presentation interesting.

Commissioner Urquilla stated that it's nice to have a conceptual walk through of where the City could be headed. Thanks Staff.

Mayor Turnbow thanked Staff, and mentioned an article he recommends for the Commissioners to read.

Chairman Wiggins thanked Staff and found the presentation valuable.

12. Adjournment

Motion by Commissioner Urquilla, Seconded by Commissioner Faulkner, to adjourn the April 5, 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	Absent
Commissioner Urquilla	Aye
Commissioner Mansur	Absent
Mayor Turnbow	Aye

Motion passed 7-0-0.

The April 19, 2022 meeting adjourned at 8:39 p.m.

Respectfully submitted,

Emily Jordan

PROCLAMATION

WHEREAS, for half a century, local governments in the Kansas City region have come together through the Mid-America Regional Council (MARC) to partner on regional initiatives and develop innovative solutions; and

WHEREAS, the region consists of nine counties and 119 cities which benefit from working across boundaries on a wide variety of issues and coordinating with diverse disciplines and sectors, including cities, counties, nonprofit organizations, social services, educational systems and special districts; and

WHEREAS, the region's leaders engage in informed decision-making through insightful data analysis and participate in a problem-solving forum to positively impact progress; and

WHEREAS, each jurisdiction and individual has a role in creating a strong regional community and enabling everyone to come together to achieve positive change for the next 50 years; and

WHEREAS, MARC is an organization that promotes regional cooperation through leadership, planning and action, and is guided by the core values of integrity, innovation, collaboration, diversity and inclusion, excellence in performance, and service leadership; and

WHEREAS, the City of Raymore has participated or benefited from working across boundaries, allowing us to better serve residents because of our regional work regarding public safety, transportation, environment, early learning, aging and shared local government services; and

WHEREAS, members of the City of Raymore celebrate the collaborative work that's been accomplished over the past 50 years and dedicate June 10, 2022, the day of MARC's annual Regional Assembly, as "MARC 50—Forward Day" in recognition of the enormous progress the region will continue to make over the next five decades.

NOW THEREFORE , I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim June 10, 2022, as

MARC 50—FORWARD DAY

and urge local leaders and community members to reflect on the great progress made in the past 50 years and join us in welcoming a future built upon strong regional collaboration, connections, relationships and accomplishments.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 23rd day of May, 2022.

Kristofer P. Turnbow
Kristofer P. Turnbow, Mayor



PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

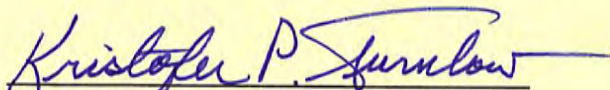
WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products and increase property values, enhance the economic vitality of business areas and beautify our community.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, do hereby proclaim May 23, 2022 as

ARBOR DAY

in the City of Raymore, and do encourage all citizens to celebrate Arbor Day by planting a tree in support of efforts to protect our trees and woodlands for future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 23rd day of May 2022.


Kristofer P. Turnbow, Mayor

