

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, June 27, 2022
7:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

5. Personal Appearances

6. Staff Reports

- A. Public Works (pg 7)
- B. Parks and Recreation (pg 9)
- C. City Clerk - Record Destruction (pg 15)
- D. Communications Report
- E. Comprehensive Plan - Community Conversation
- F. Monthly Financial Report (pg 21)

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, June 13, 2022 (pg 31)
- B. Silverlake Drainage Improvement Project - Acceptance and Final Payment

Reference: - Resolution 22-17 (pg 37)

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

9. Unfinished Business - Second Reading

A. Award of Contract - Mazuma Force Main Replacement

Reference: - Agenda Item Information Sheet (pg 41)
- Bill 3727 (pg 43)
- Contract (pg 45)

Staff is recommending award of contract to Breit Construction for the Mazuma Force Main Replacement. This project will replace approximately 350 feet of ductile iron sewer pipe along Sunset Drive north of Conway Street near the Mazuma Credit Union which has deteriorated due to corrosion and will be replaced with PVC pipe.

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| <ul style="list-style-type: none">• City Council, 06/13/2022: Approved 8-0 |
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B. Budget Amendment for the Purchase of Land

Reference: - Agenda Item Memo (pg 79)
- Bill 3728 (pg 81)

The City has purchased two tracts of real estate that include the land for the future justice center and the land for the police firing range. It is necessary to amend the FY22 Restricted Fund budget for these purchases.

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| <ul style="list-style-type: none">• City Council, 06/13/2022: Approved 8-0 |
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10. New Business - First Reading

A. Raymore Commerce Center South PUD and Preliminary Plan (public hearing)

Reference: - Agenda Item Memo (pg 85)
- Bill 3725 (pg 87)
- Staff Report (pg 90)
- Memorandum of Understanding (pg 105)
- Preliminary Development Plan (pg 121)

An application was 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, 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.

The Council reviewed this request at their May 23, 2022 meeting, and voted 5-3 to table the request to allow for City Staff and the developer to address

traffic mitigation, berming, landscaping, and to provide the public a 15-day notice of a public hearing.

- Planning and Zoning Commission, 05/17/2022: Approved 8-0
- City Council, 05/23/2022: Tabled for further review 5-3

B. Agreement with Raymore-Peculiar School District for SRO Services

Reference: - Agenda Item Information Sheet (pg 131)
- Bill 3729 (pg 133)
- Agreement (pg 135)

This agreement calls for the City of Raymore to provide School Resource Officer (SRO) services to the Raymore-Peculiar School District for schools within the Raymore City limits and the East Middle School in Cass County, as needed, during the 2022-2023 school year. The School District will provide reimbursement to the City for these services.

C. Budget Amendment: Schedule of Fees: Trash, Recycling, and Yard Waste

Reference: - Agenda Item Memo (pg 141)
- Bill 3731 (pg 143)
- Constable Sanitation Notice letter (pg 145)

As part of the contract for trash, recycling, and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash and recycling services. This increase follows the Consumer Price Index for garbage and trash hauling. The proposed rates will increase trash service by \$0.73 cents a month and will increase recycling by \$0.28 cents per month.

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, 06/20/2022 (pg 149)
-

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

June 2022

ENGINEERING DIVISION

Projects Advertised for Bid

- FY 2022 Street Preservation
- FY 2022 Curb 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
- FY 2022 ADA Ramp replacement

Development Under Construction

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

Developments Under Review

- Edgewater 3rd
- Sendara
- Knoll Estates 2nd

OPERATIONS & MAINTENANCE DIVISION

- 59 City Hall Work Orders
- 10 Driveway Inspections
- 6 Final ROW Inspections
- 383 Locates
- 56 Service Requests
- 18 Sewer Inspection
- 5 Water Inspections
- 9 Sidewalk Inspection
- 5 Water Taps
- 2 Curb Inspection
- Fleet and equipment maintenance
- Facility maintenance
- Roadside mowing throughout the city
- Pothole patched
- Trimmed trees

- Worked on pedestrian signs
- Uploaded and entered annual backflow reports
- Repaired water meters
- Set meter up for City Hall irrigation
- Picked up trash along Kreisel Dr and also Ward Rd
- Pothole patching- bag patching
- Ordered and picked up concrete for curb patching
- In total patched 407 ft of curb/ used 85 bags of concrete
- Patched curbs along W Maple 251 ft
- Patched curbs along Trevor Ct 56 ft
- Patched curbs along Meadowlark Pl 100 ft
- Repaired retaining wall at 612 W Maple St
- Sidewalk and curb inspections
- Lift station maintenance
- Water service work orders
- Sent out annual backflow letters for the month of June
- Uploaded and entered annual backflow reports
- Activated new meters
- Completed water service requests
- Inspected and asset roads for pothole patch work
- Inspected and asset curbs for patch work
- Locating orphan meters and assigning them addresses
- Cleaned storm inlet boxes
- Fixed backflow assemblies for TB Hanna
- Repaired water meters
- Set meter up for City Hall irrigation
- Picked up trash along S Aspen Dr
- Curb patching on Stratford Dr, Avondale Ln, S Monroe St and W Maple St
- CDL training and testing
- Mowed, weedeated and sprayed stations and city property that we maintain
- Assisted City Hall in setting up for event at TB Hanna
- Cleaned storm inlet boxes and unplugged storm drains
- Curb patching on Stratford
- Storm prepared for flooding 5/31/22
- Flood Control 5/31/22-6/01/22
- MoDNR water certificate training and testing- Chantz Thomas 6/1/22-6/2/22
- MicroComm scada alarm system problems and resolution
- Water turn ons from shut off list
- Mowed, weedeated and sprayed stations and city property that we maintain
- Pothole patching- bag patching
- Fixed stop signs and ID signs

MONTHLY REPORT

JUNE 2022

Monthly Highlights

- Creekside Market Fundraiser for Hawk's Nest inclusive playground was offered through June 6! Customer's who mentioned Hawk's Nest when purchasing any annuals, perennials, vegetables, hanging baskets or succulents at Creekside Market, 800 E Walnut, through June 6 had a portion of their sale donated to the Raymore Community Foundation to benefit the Hawk's Nest inclusive playground!
- Parks and Recreation Staff and Communications Manager Melissa Harmer met in a planning meeting for the Spirit of America Celebration scheduled for Friday, July 1 at Recreation Park.
- Parks and Recreation Director Nathan Musteen completed a park tour with McLure Engineering Company. The tour was part of developing the content for the upcoming Comprehensive Parks Master Plan.
- Parks and Recreation Director Nathan Musteen participated in the 2022 MPRA Webinar Series. Topic this week revolved around minimum wage and Lee Summit's approach to retaining staff in a competitive market.
- The Variety KC Sprayground at T.B. Hanna Station has opened for the summer season. The sprayground is in operation 9:00 am to 8:30 pm daily through Labor Day.
- In cooperation with the Cass County Public Library, Memorial Park was home to Tales on the Trails Storywalk, May 31 - June 10. The featured title this year is: *Polar Bear, Polar Bear, What Do You Hear?* by Bill Martin Jr. and Eric Carle. "A StoryWalk® combines the pleasures of reading wonderful children's books aloud with all the joys and benefits of walking together outdoors. This fun, educational activity places the pages from a children's story along a popular walking route in your community." (Boston Children's Museum, 2021)
- Recreation Park Baseball/Softball Complex hosted a KC Sports Tournaments June 3-5 with over twenty competitive teams taking the field.
- More than 68 preschool players registered for the Tiny Tee-ball program at Memorial Park.
- Parks and Recreation staff prepped the park and stocked the concessions at T.B. Hanna Station for Summer Scene, June 11th.
- Athletic Coordinator Todd Brennon participated in the South Metro soccer meeting Monday, June 6.





- Recreation Coordinator Corinne Harkins noted that the first farmers market of the season was held this June 7th with 28 vendors. Fresh produce, coffee, salsa, kombucha, fresh cut flowers and more were offered.
- Recreation Coordinator Corinne Harkins sent congratulations to the Raymore Esports team that won the KC MESA regionals Fortnite tournament against team Gladstone.
- The first week of the Raymore Summer Camp is in the books. "Color Explosion" was the theme including science experiments involving color, art projects, and a "Color Run" race.
- Park Superintendent Steve Rulo worked with an electrical contractor to repair a breaker at the sprayground.
- Park crews have worked to catch up on mowing area parks, planting trees at Hawk Ridge Park and repairing pitching machines.
- Park Superintendent Steve Rulo met with grounds committee members of Silver Lake about trees.
- Movie in the Bark: *Sing 2*, was held at T.B. Hanna Station Friday, June 17. Complimentary refreshments at Movie in the Bark were sponsored by the Community Bank of Raymore.
- Park crews planted a Memorial Tree at Memorial Park and a redbud tree at T. B. Hanna Station.
- Athletic Coordinator Todd Brennon noted 45 baseball, softball and tee ball games were held at Recreation Park and Memorial Park this week.
- Recreation Coordinator Corinne Harkins noted that the Raymore Summer Camp STEM week ended with experiment demonstrations by Mad Science KC. These on-site field trips allow our campers an awesome experience without the time and costs associated with traditional bus travel.
- Park crews caught up on trail maintenance, installed new plant materials, and made plumbing repairs to drinking fountains.
- In preparation for the Spirit of America celebration event on Friday, July 1, 2022, park crews prepared the pyrotechnics launch zone at Moon Valley Park
- Park Superintendent Steve Rulo and Recreation Superintendent Jimmy Gibbs met with an electrical contractor to diagnose electrical issues at T. B. Hanna Station.

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

National Active and Retired Federal Workers Meeting
1 Birthday Party
Garden Club Meeting
Money Management Seminar
Officers
Training
2 Celebrations of Life
Summer Concert-moved to Centerview due to the heat.

3 Graduation Parties
Week long Theater Camp
HOA Meeting
Rotary Club Meeting-Installation of
Police Department Critical Incident
Cass Co. CPR Training
2 Bunco days
2 Bridge Club days

Raymore Activity Center

Volleyball Practices

Picnic Shelters

33 rentals
Movie Night
Summer Scene

The graphic features a photograph of a farmers market with people walking and vendors at tables. The text "FARMERS MARKET" is overlaid in large, white, outlined letters. In the top right corner of the photo is the Raymore parks & recreation logo. A dark blue banner at the bottom contains the text: "TUESDAYS • 4-7 PM • JUNE - SEPT MUNICIPAL CIRCLE (BEHIND CITY HALL)". Below the banner, the website "RAYMORE.COM/FARMERSMARKET" and the Facebook page "RAYMOREPARKSANDREC" are listed.





Summer Day Camp

- Week 1 - 6/6-6/10 was color explosion week. We did color changing chemistry experiments, rainbow experiments, art projects, and did a color run through Recreation Park.
- Week 2 - 6/13-6/17 was STEM (Science, Technology, Engineering & Math) week. It was over 100 heat index everyday so we adjusted the schedule to be outside in the early morning and inside most of the day. Activities focused around animal, plant, earth, chemistry and physic sciences. Campers played many classic camp games like capture the flag, gaga ball, dodgeball, etc. Mad Science KC came out for an "on site field trip" on Thursday 6/16 and did some experiment demonstrations for the campers.
- Week 3 - 6/20-6/24 was Time Travelers week where the kids learned about prehistoric, renaissance, wild west time periods and looked towards the future. Activities included archery, cave art, line dancing, and a nerf war. We went to Deana Rose for a field trip on Thursday 6/23, the first off site field trip since 2019.
- Week 4 - 6/27-7/1 is Nature Education week. We will be doing land navigation, fort building, water games, gardening, a scavenger hunt, making smores, and more. A camper favorite week we do every year.



Registration Numbers are at full capacity for the rest of the summer. There is much more demand for camp than we can currently handle with long waitlists. The expansion of the RAC will allow us to increase the amount of campers we can bring in, helping the issue of limited childcare in this area.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 27, 2022

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

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

TITLE / ISSUE / REQUEST

Destruction of Records-information only

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.1.3: Continously improve the City's governance processes

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

2022 Record Destruction List
Certificate of Destruction

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Missouri Secretary of State oversees document retention in Missouri's political subdivisions. According to the Missouri Records Retention Manual published by that office, certain records need only be retained for limited periods of time, at which point they can be destroyed. Storage space is limited making it necessary to destroy records that have met the life of their retention.

Each City department reviewed the manual and provided the City Clerk's office with a list of documents that could be destroyed. That list is attached to this memo as Exhibit A.

Following the destruction of the records, the manual states that "the disposition of records should be recorded in a document such as the minutes of the city council or other legally constituted authority that has permanent record status. The record should include the description and quantity of each record series disposed of, manner of destruction, inclusive dates covered and the date which destruction was accomplished."

Staff witnessed the destruction, by shredding, on June 17, 2022 in accordance with the practice outlined by the Secretary of State's office above.

RECORD DESTRUCTION 2022 EXHIBIT A

Box Number	Contents	Retention Code
Accounts Payable		
184	FY 16 A - BE - VOIDED CHECKS - MEMOS	GS-007
185	FY 16 BF - F-MISC	GS-007
186	FY 16 FA - I	GS-007
187	FY 16 J - L	GS-007
188	FY 16 M - O	GS-007
189	FY 16 P - SP	GS-007
190	FY 16 SO - VA	GS-007
191	FY 16 VB - Z - VISA 11/2016	GS-007
192	FY 16 VISA 12/2016 - 04/2016	GS-007
City Clerk		
2022-001	CBR vs CoR, Misc Legal, 2018 Publication Affidavits	GS058, GS066
2022-002	CBR vs CoR	GS058
2022-003	2018 Occ Lic, A-K, returned mail from Occ Lic & NDB correspondence	GS050
2022-004	2018 Occ Lic, L-Z, 2015-2019 Low Speed Vehicle Permits	GS050
Court		
CT22-01	2016 Financials (Jan-March), Deposit Slips & bond sheets	Court Operating Rule 8
CT22-02	2016 Financials (April-June) Deposit slips	Court Operating Rule 8
CT22-03	2016 Financials (July to Oct)	Court Operating Rule 8
CT22-04	2016 Financials (Nov & Dec) & 2009 12 YEAR HOLDS (A-Z)	Court Operating Rule 8
CT22-05	2018 3 Year Closed Records(A-Z)	Court Operating Rule 8
CT22-06	2018 3 Year Holds (A-Elrod)	Court Operating Rule 8
CT22-07	2018 3 Year Holds (Emry-Margo)	Court Operating Rule 8
CT22-08	2018 3 Year Holds (Markes-Smith T.)	Court Operating Rule 8
CT22-09	2018 3 Year Holds (Smith W. - Z)	Court Operating Rule 8
Development Services		
DS22-01	Roofing permits, pool permits, fence permits, deck permits 2012-2019	GS-052
DS22-02	Residential building plans - 2016	GS-099
DS22-03	Residential building plans - 2016	GS-099
DS22-04	Residential building plans - 2016	GS-099
DS22-05	Residential building plans - 2016	GS-099
DS22-06	Residential building plans - 2016	GS-099
DS22-07	Residential building plans - 2016	GS-099
DS22-08	Residential building plans - 2016	GS-099
DS22-09	Residential building plans - 2016	GS-099
Finance		
FN 45	FY 16 Budget Prep	GS-004
FN 46	FY 16 Budget Prep	GS-004
FN 52	FY 12 Payroll Backup	GS-068
FN 53	FY 12 - 14 Timesheets	GS-068
FN 79	FY 16 Revenue Receipts & Nov-Dec 15 Journal Entries and support	MR 717
FN 80	FY 16 Jan-May Journal Entrys and Support	MR 717
FN 81	FY 16 June-Oct Journal Entrys and Support	MR 717
FN 82	FY 16 Audit Backup	GS-074

HR

HR 1	2014 INSURANCE RENEWAL, 2011 FINANCE REPORT, 2010 EMPLOYMENT REPORT, 2013 BENEFIT QUESTIONNAIRE, 2014 COBALT HEALTH STUDY, 2006-2009 ICMA SURVEY, 2009-2015 EMPLOYMENT CENSUS, 2014 BENEFIT SURVEY, 2007-2017 MML SURVEY, 2008-2017 MARC SURVEY, 2008 LEGAL FORMS, 2011 PROTECTION ORDER, 2014 DIVORCE PAPERWORK, 2020 APPLICATION, 2009-2020 DRUG TESTS, 2003-2017 GARNISHMENTS, 1998 INVESTIGATION, 2000 WORKERS COMP, 2012 FMLA, 2010 MEDICAL RECORDS	GS-056, GS 073, GS 063, GS 032, GS 030, GS 058, GS 062, GS 043, GS 068, GS 061, GS 091, GS 027
HR2	APPLICATIONS,HSA 2010-2013,1997-2006 DRUG TESTS,COMPLETION AWARDS 1986-2010,BENEFIT SELECTIONS 1988-2010,W4 1987-2001, KC EARNINGS TAX 2004,MEDICAL 2004-2008,FMLA 2011-2013,LEAVE REQUESTS 1998-2006,2002 WAGE REPORT, 1997 INCIDENT REPORT	GS-062/GS-056/GS-043/GS-064/ GS-032/GS-035/GS-043/GS-027/ GS-029/GS-033/GS-083

Parks

PK 31	2018 Concession Deposit sheets/2019 background checks/2018 bank deposit slips, 2017 Centerview rentals/2019 regist w/ sign. and DOB	GS-010/GS 062/GS 065
PK 32	2018 Camp Paperwork;DOB, signatures/vendor apps/2017 shelter rentals/2017 Sports Registrations	GS 062/

Public Works

PW 0038	Public Works 2017 Locates Jan-Jun GS 020	GS-020
PW 0039	Public Works 2017 Locates Jul-Dec GS020	GS-020

RFQ/RFQ

RFP 29	2010-2011 ALEXANDER CREEK INTERCEPTOR, APPRAISAL N MADISON, AUDITING SERVICES, CANTER RIDGE STORM DRAIN, COLLECTION SERVICES, COMPUTERIZED MAINT MGMT SYSTEM (CONTINUED BOX 29)	GS-055
RFP 30	2010-2011 OUTDOOR SIGNAGE, CMMS, COPIER QUTOES, CURB REPLACEMENT, EMERG GENERATOR, EROSION CONTROL, FINISH MOWER BIDS, FIREWORKS, FLOOR MAT SERVICE, HAWK RIDGE PARK CULTIVATION, HUNTERS GLEN LIFT STATION, JANITORIAL SERVICES	GS-055
RFP 31	2010-2011 LAMPKINS FORK INTERCEPTOR, ORIGINAL TOWN LIGHTING, PARKS MAINT BLDG, PARKS MAINT BLDG DESIGN, POXIMITY DOOR ACCESS, SALT AND SAND SPREADER, SANITARY SEWER I & I, SIDEWALK CONSTRUCTION, SPUDFORD PARK SEWER DESIGN, STORM WATER	GS-055
RFP 32	2010-2011 STREET PRES, TOWN SERVICES, TRUCK PURCHASES, SERVICE BODY & EQUIPMENT, VIDEO DETECTION HUBACH & SCHOOL RD, WARD PARK PLAYGROUND, WEST SHELTER LIGHTING. OLD INSURANCE PAPERWORK 2005-2010	GS-055

Utilities

185	May 2020-Oct 2020 Cash Receipts	GS-011
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Certificate of Destruction

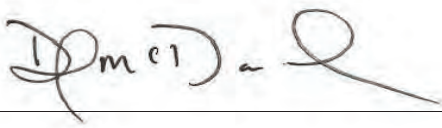
Contact **Erica Hill**
Name **City of Raymore**
Address **100 Municipal Circle**
Raymore, MO 64083
Invoice **100308138 6/17/2022**

1021 S Madison
1021 S Madison
Raymore, MO 64083

<u>Date</u>	<u>Ticket</u>	<u>Description</u>	<u>Quantity</u>
06/17/22	100341551	LBS of Paper Destroyed	1,492
		Purge 96 Gallon Security Cart	6

We hereby confirm that all material has been permanently destroyed.

Invoice Number: 100308138
Invoice Date: 6/17/2022

By 
Proshred Security



Proshred Security
For Assistance Call · 913.871.9043
Select: 3 for Sales Quote, 4 for Scheduling, 5 for Billing
www.proshred.com/kansas/



FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period May 1, 2022 to May 31, 2022.

May Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

58.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 69.15% 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 101.46%.
- Franchise Tax revenues as a whole are tracking above straight line at 61.52%. 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 \$134,047. This is primarily due to their rate increases to the consumer.
- Sales tax revenues as a whole are tracking above straight line budget at 59.19%. City sales taxes are at 59.09% while state shared gasoline and vehicle taxes are at 58.19%.
- Fees and Permit revenues collected are tracking above straight line budget at 140.38%. There are 85 detached single family and 192 attached single family residential building permits issued out of the 150 budgeted starts. In addition, we have issued 15 commercial building permits.
- License revenues collected are tracking as expected at 82.64% 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 29.28%. 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 63.97% 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 62.47% of straight line budget primarily due to the completion of the annual audit.

Parks & Recreation Fund

Revenue:

Revenues are at 63.45% of budget 58.33% of the way through the year; normal for this time of the year. Recreation revenues will continue to increase in late summer with the start of fall sports including soccer, baseball and flag football. Rental revenues are anticipated to increase throughout summer Staff will monitor all revenue sources closely. Raymore Activity Center revenue increased in May due to Summer Camp enrollments and will continue to increase throughout the summer.

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 56.86% 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	7,970.97	1,717,827.75	0.00	(24,748.75)	101.46
FRANCHISE TAXES	0.00	0.00	0.00	2,109,554.00	169,727.06	1,297,736.47	0.00	811,817.53	61.52
SALES TAXES	0.00	0.00	0.00	3,849,653.00	326,852.34	2,278,716.27	0.00	1,570,936.73	59.19
FEES AND PERMITS	0.00	0.00	0.00	363,432.00	36,720.33	510,179.13	0.00	(146,747.13)	140.38
LICENSES	0.00	0.00	0.00	122,312.00	2,760.00	101,072.75	0.00	21,239.25	82.64
MUNICIPAL COURT	0.00	0.00	0.00	343,276.00	16,447.53	100,521.99	0.00	242,754.01	29.28
MISCELLANEOUS	0.00	0.00	0.00	522,151.00	37,944.85	399,546.07	0.00	122,604.93	76.52
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,631,504.00	135,458.67	948,210.69	0.00	683,293.31	58.12
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	10,634,961.00	733,881.75	7,353,811.12	0.00	3,281,149.88	69.15
<u>COVID-19</u>									
TOTAL REVENUES	0.00	0.00	0.00	10,634,961.00	733,881.75	7,353,811.12	0.00	3,281,149.88	69.15
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	476,000.00	384,333.33	434,333.31	0.00	41,666.69	91.25
ADMINISTRATION	0.00	0.00	0.00	1,427,231.00	125,960.54	804,707.51	32,417.35	590,106.14	58.65
INFORMATION TECHNOLOGY	1,561.05	478.01	1,083.04	660,828.00	62,781.68	406,792.61	10,295.13	243,740.26	63.12
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	158,219.00	3,315.09	67,294.55	13,834.96	77,089.49	51.28
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	777,974.00	58,380.35	431,126.58	2,656.17	344,191.25	55.76
ENGINEERING	0.00	0.00	0.00	451,616.00	32,888.13	251,236.67	574.36	199,804.97	55.76
STREETS	633.35	0.00	633.35	844,407.52	66,604.77	527,172.30	12,976.44	304,258.78	63.97
BUILDING & GROUNDS	401.79	401.79	0.00	361,933.00	28,070.60	182,547.79	5,656.19	173,729.02	52.00
STORMWATER	0.00	0.00	0.00	310,493.00	19,880.34	156,657.09	444.36	153,391.55	50.60
COURT	0.00	0.00	0.00	132,999.73	9,838.66	64,150.18	0.00	68,849.55	48.23
FINANCE	0.00	0.00	0.00	729,538.00	54,626.57	450,211.90	5,519.00	273,807.10	62.47
COMMUNICATIONS	0.00	0.00	0.00	218,219.00	11,122.30	87,110.17	22,327.92	108,780.91	50.15
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	12,000.00	2,000.00	10,400.00	57.38
POLICE	0.00	0.00	0.00	4,337,192.00	313,356.18	2,386,388.34	11,943.26	1,938,860.40	55.30
EMERGENCY MANAGEMENT	0.00	0.00	0.00	136,295.00	956.13	63,306.28	405.31	72,583.41	46.75
TOTAL EXPENDITURES	2,596.19	879.80	1,716.39	11,047,345.25	1,174,114.67	6,325,035.28	121,050.45	4,601,259.52	58.35
REVENUES OVER/(UNDER) EXPENDITURES	(2,596.19)	879.80	(1,716.39)	(412,384.25)	(440,232.92)	1,028,775.84	(121,050.45)	(1,320,109.64)	220.12-

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	2,145.80	459,679.63	0.00	(6,288.63)	101.39
MISCELLANEOUS	0.00	0.00	0.00	12,679.00	394.51	1,248.16	0.00	11,430.84	9.84
FACILITY RENTAL REVENUE	0.00	0.00	0.00	12,275.00	1,895.00	7,190.00	0.00	5,085.00	58.57
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	262,500.00	0.00	187,500.00	58.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	928,345.00	41,935.31	730,617.79	0.00	197,727.21	78.70
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	5,578.25	10,676.25	0.00	49,323.75	17.79
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	5,787.00	128,012.00	0.00	99,238.00	56.33
TOTAL RECREATION DIVISION	0.00	0.00	0.00	339,100.00	11,365.25	140,115.75	0.00	198,984.25	41.32
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	63,875.00	5,720.00	31,470.64	0.00	32,404.36	49.27
PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	2,100.00	4,145.00	0.00	5,455.00	43.18
TOTAL CENTERVIEW	0.00	0.00	0.00	73,475.00	7,820.00	35,615.64	0.00	37,859.36	48.47
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	1,500.00	258.00	1,740.00	0.00	(240.00)	116.00
CONCESSION REVENUE	0.00	0.00	0.00	4,000.00	0.00	123.00	0.00	3,877.00	3.08
FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	660.00	5,590.00	0.00	19,235.00	22.52
PROGRAM REVENUE	0.00	0.00	0.00	197,590.00	33,882.00	82,100.00	(510.00)	116,000.00	41.29
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	227,915.00	34,800.00	89,553.00	(510.00)	138,872.00	39.07
TOTAL REVENUES	0.00	0.00	0.00	1,568,835.00	95,920.56	995,902.18	(510.00)	573,442.82	63.45
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	192.00	0.00	192.00	892,337.50	71,231.76	487,822.91	13,068.06	391,446.53	56.13
RECREATION DIVISION	0.00	0.00	0.00	340,763.50	37,672.70	188,654.39	4,891.96	147,217.15	56.80
CENTERVIEW	125.00	125.00	0.00	96,106.00	4,502.89	31,561.70	477.00	64,067.30	33.34
RAYMORE ACTIVITY CENTER	699.75	699.75	0.00	233,382.50	14,564.16	113,264.52	(529.45)	120,647.43	48.30
TOTAL EXPENDITURES	1,016.75	824.75	192.00	1,562,589.50	127,971.51	821,303.52	17,907.57	723,378.41	53.71
REVENUES OVER/(UNDER) EXPENDITURES	(1,016.75)	824.75	(192.00)	6,245.50	(32,050.95)	174,598.66	(18,417.57)	(149,935.59)	2,500.70

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	2,833.21	13,538.65	0.00	12,300.35	52.40
UTILITY REVENUE	0.00	0.00	0.00	9,353,114.00	721,622.97	5,319,669.72	0.00	4,033,444.28	56.88
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,378,953.00	724,456.18	5,333,208.37	0.00	4,045,744.63	56.86
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	9,378,953.00	724,456.18	5,333,208.37	0.00	4,045,744.63	56.86
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	349,899.28	0.00	250,100.72	58.32
WATER	37,726.44	37,093.11	633.33	3,441,890.52	314,074.82	1,692,850.01	154,907.40	1,594,133.11	53.68
SEWER	7,613.33	0.00	7,613.33	3,658,172.97	186,127.76	1,835,783.42	76,951.82	1,745,437.73	52.29
SOLID WASTE	0.00	0.00	0.00	2,028,364.00	142,053.60	854,087.30	0.00	1,174,276.70	42.11
TOTAL EXPENDITURES	45,339.77	37,093.11	8,246.66	9,728,427.49	692,256.18	4,732,620.01	231,859.22	4,763,948.26	51.03
REVENUES OVER/(UNDER) EXPENDITURES	(45,339.77)	37,093.11	(8,246.66)	(349,474.49)	32,200.00	600,588.36	(231,859.22)	(718,203.63)	105.51-

Investment Monthly Report

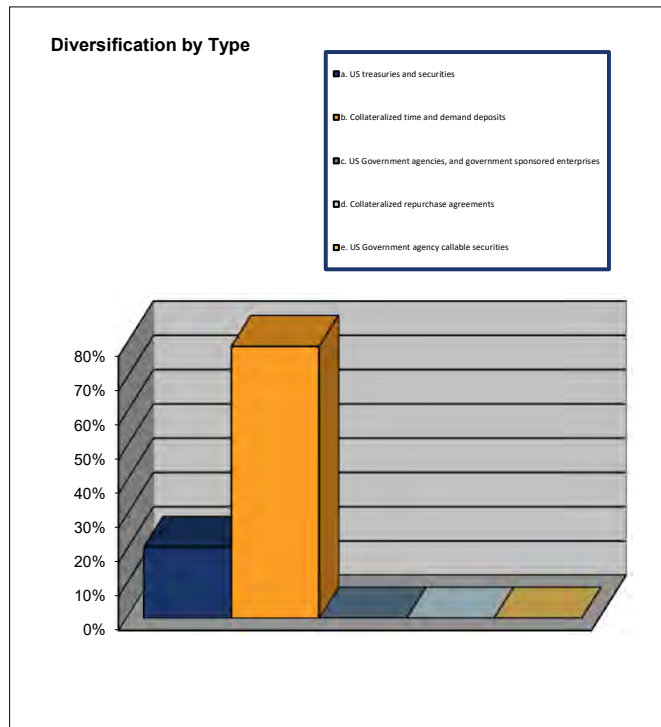
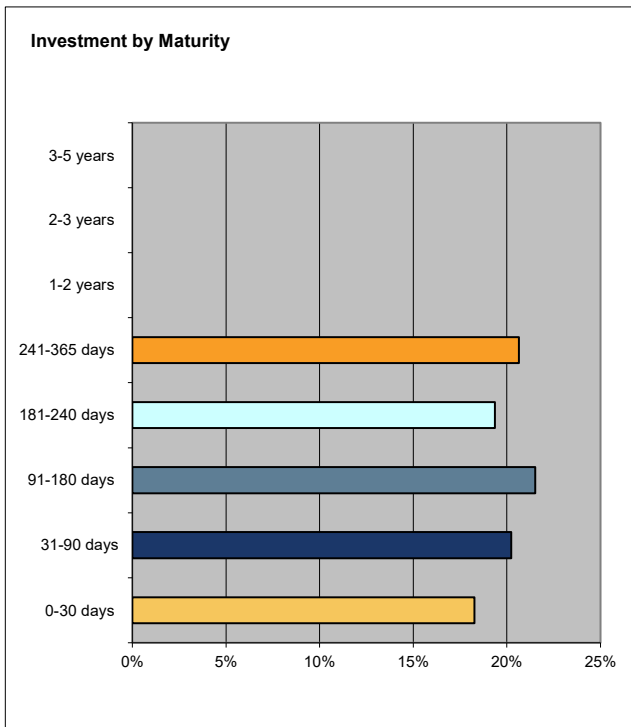
Investments Held at 05/31/22

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:									

May 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)	\$1,514.96	\$0.00	09/30/22
State & Community Hwy. Safety Grant - HMV (Oct. 2021 - Sept. 2022)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$2,264.18	\$0.00	09/30/22
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$2,553.68	\$2,553.68	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, JUNE 13, 2022 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, FORSTER, HOLMAN, TOWNSEND, AND WILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ATTORNEY GEORGE KAPKE, AND CITY CLERK ERICA HILL.

1. Call to Order

Mayor Pro Tem Townsend called the meeting to order at 7:00 p.m.

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business. Mayor Turnbow and City Attorney Jonathan Zerr were absent.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Development Services Director David Gress provided a review of the staff report included in the Council packet. He noted the increase in code enforcement cases.

City Clerk Erica Hill provided a review of the staff report included in the Council packet regarding the annual permits for the sale of fireworks.

Chief of Police Jan Zimmerman reviewed the Guns n Hoses event and thanked the volunteers that helped make the event a success.

Assistant City Manager Ryan Murdock introduced new Emergency Management Director Tim Baldwin.

City Manager Jim Feuerborn announced items for the June 20 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Regular Meeting minutes, May 23, 2022

B. Resolution 22-16: Amended and Restated Appointments and Affirmations of Membership to Incentive District Boards

MOTION: By Councilmember Holman, second by Councilmember Barber 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. Raymore Commerce Center 2nd Final Plat - Lots 2-3

BILL 3724: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE COMMERCE CENTER SECOND FINAL PLAT, LOTS 2 AND 3."

City Clerk Erica Hill conducted the second reading of Bill 3724 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3724 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 Pro Tem Townsend announced the motion carried and declared Bill 3724 as **Raymore City Ordinance 2022-047.**

B. Award of Contract - 2022 Fire Hydrant Replacement Project

BILL 3726: "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.”

City Clerk Erica Hill conducted the second reading of Bill 3726 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3726 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 Pro Tem Townsend announced the motion carried and declared Bill 3726 as **Raymore City Ordinance 2022-048.**

10. New Business

A. Award of Contract - Mazume Force Main Replacement

BILL 3727: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION FOR THE MAZUMA FORCE MAIN REPLACEMENT PROJECT, CITY PROJECT NUMBER 22-378-201, FOR THE AMOUNT OF \$169,897 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

City Clerk Erica Hill conducted the first reading of Bill 3727 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This project will replace approximately 350 feet of 24 inch ductile iron pipe which has deteriorated due to corrosion with 24 inch PVC pipe at the location shown in the packet. Five bids for the Mazuma Force Main Replacement Project were received on May 19, 2022. Breit Construction was determined to be the lowest and best bidder. Staff recommends award of contract for the Mazuma Force Main Replacement Project to Breit Construction. He answered questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3727 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 for the Purchase of Land

BILL 3728: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE RESTRICTED REVENUE FUND (04) FOR THE PURCHASE OF TWO TRACTS OF REAL ESTATE."

City Clerk Erica Hill conducted the first reading of Bill 3728 by title only.

Finance Director Elisa Williams provided a review of the staff report included in the Council packet. In December 2021, the City purchased 10.85 acres of undeveloped land located East of North Madison Street and North of Pine Street, to be used as the location for a future justice center in the amount of \$675,000. In May 2022, the City purchased a tract of land that includes 40+/- acres of undeveloped land, in addition to various temporary buildings that offer storage and classroom instruction space, in the amount of \$350,000. Staff is requesting a budget amendment in the amount of \$1,025,000 from the Restricted Revenue Fund (04) to fully fund the purchase of these two tracts of land.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3728 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 Pro Tem Townsend and Councilmembers congratulated Chief Zimmerman on the success of the Guns N Hoses event, welcomed Emergency Management Director

Tim Baldwin, noted the Farmers Market is now open each Tuesday, noted the success of Summer Scene, and reminded citizens to check on their neighbors during the heat of summer.

13. Adjournment

MOTION: By Councilmember Holman, second by Councilmember Barber 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 7:27 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 22-17

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE SILVERLAKE DRAINAGE IMPROVEMENT PROJECT."

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

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

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

Section 1. The Silverlake Drainage Improvement Project is accepted.

Section 2. The final payment in the amount of \$4,357.50 is approved.

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

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

DULY READ AND PASSED THIS 27TH 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

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 13, 2022

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 3727 - Mazuma Force Main Replacement

STRATEGIC PLAN GOAL/STRATEGY

2.2.3 Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	Breit Construction
Amount of Request/Contract:	\$169,897
Amount Budgeted:	\$200,000
Funding Source/Account#:	Ent. Cap. Maint. Fund (54)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 2022	October 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Project Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project will replace approximately 350 feet of 24 inch ductile iron pipe which has deteriorated due to corrosion with 24 inch PVC pipe at the location shown on the attached map.

Bids for the Mazuma Force Main Replacement Project were received on May 19, 2022 as follows:

Breit Construction	\$169,897
DAHC Construction LLC	\$170,208
TC Fuller Construction	\$170,938
She Digs It LLC	\$217,925
Hettinger Excavating LLC	\$231,000

Breit Construction was determined to be the lowest and best bidder. Staff recommends award of contract for the Mazuma Force Main Replacement Project to Breit Construction.

BILL 3727

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION FOR THE MAZUMA FORCE MAIN REPLACEMENT PROJECT, CITY PROJECT NUMBER 22-378-201, FOR THE AMOUNT OF \$169,897 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Mazuma Force Main Replacement project was included in the FY 2022 budget; and,

WHEREAS, bids for this project were received on May 19, 2022; and,

WHEREAS, Breit Construction 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 authorized to enter into a contract for the amount of \$169,897 with Breit Construction for the Mazuma Force Main 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 13TH DAY OF JUNE, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH 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

Mazuma Force Main Replacement

This Contract for the Mazuma Force Main Replacement project, hereafter referred to as the **Contract** is made this 27th day of June, 2022, between Breit Construction an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 551, Raymore, MO 64083, 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 27, 2022 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 22-378-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$169,897.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 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 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)

BREIT CONSTRUCTION

By:  - Andrew Breit

Title: General Manager

Attest:  - Kevin Breit

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Mazuma Force Main Replacement

ANTICIPATED SCOPE OF SERVICES:

- Installation of 350 feet of 24" ductile iron force with two 90 degree bends.
- Removal and disposal of 350 feet of existing 24" DIP force main, bends and fittings.
- Connect to the existing force main and existing manhole where the force main turns to gravity sewer.
- Force main can be shut down and drained for a maximum of two days.

SPECIAL PROVISIONS

1. **SPECIFICATIONS WHICH APPLY**

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2016 and all subsequent revisions.

2. **PROJECT AWARD**

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

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

3. **PROJECT COMPLETION AND SCHEDULE**

Following are the completion dates for various portions of the contract. These completion dates shall be strictly adhered to.

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 2016 shall be amended to include the following:

Contractor shall complete work within **60** calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

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

B. **Clearing, Tree Removal:** Clearing, Tree Removal shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor and materials required to remove and dispose of trees, brush, other vegetation, rock, and any other materials, natural or man-made that must be removed from the job site.

C. **24-inch, Ductile Iron Pipe:** 24-inch, Ductile Iron Pipe shall be measured and paid for at the unit bid price per linear foot. The unit price for this item shall include all materials, necessary labor and equipment for excavation, installation of new pipe, fittings, backfill, testing, and removal of all construction debris and grading. The pipe shall have a

pressure class of 250 and cement lined as per AWWA C104. All fittings shall be ductile iron conforming to current AWWA Specifications C110 and C153, have a pressure rating not less than the pipe and be Protecto 401 lined. All hardware shall be 316 stainless steel. All pipe and fittings shall be poly-wrapped. The pipe shall be American Fastite joint pipe or approved equal. Construction fencing to ensure public safety is subsidiary to this line item.

- D. **24" 90 Degree Bends:** 24" 90 Degree Bends shall be measured and paid for at the unit bid price per each. The unit price for this item shall include all materials, necessary labor and equipment for the installation of the bends as per plan. All fittings shall be ductile iron conforming to current AWWA Specifications C110 and C153, have a pressure rating not less than the pipe and be Protecto 401 lined. All hardware shall be 316 stainless steel. All pipe and fittings shall be poly-wrapped.
- E. **Connect Existing Force Main to New Force Main:** Connect Existing Force Main to New Force Main shall be measured and paid for at the unit bid price per each connection. The unit cost for this item shall include all materials, necessary labor and equipment required to permanently connect the existing Ductile Iron Pipe to the new pipe with restrained, ductile iron fittings. All ductile iron fittings shall be poly-wrapped and all nuts, bolts, washers and connecting rods shall be 316 stainless steel.
- F. **90 Degree Concrete Thrust Blocks:** 90 Concrete Degree Thrust Blocks shall be measured and paid for at the unit bid price per each. The unit cost for this item shall include all material, necessary labor and equipment required to install thrust blocks at locations where there are horizontal or vertical changes in pipe alignment.
- G. **Pavement Replacement:** Pavement Replacement shall be paid for the unit bid price per square foot. The unit cost for this item shall include all equipment, labor and materials required for the removal and disposal of existing pavement, backfilling the excavation with AB-3 or flowable fill, over-cutting the pavement by one foot around the excavation and 8" of KCMMB 4K concrete pavement.
- H. **Curb Replacement:** Curb Replacement shall be paid for at the unit bid price per linear foot. The unit cost for this item shall include all materials, equipment and labor required for the removal, disposal of and installation of new curb. Concrete shall be KCMMB 4K mix, doweled into existing and reinforced with three #4 rebar.
- I. **Sidewalk Replacement:** Sidewalk Replacement shall be paid for at the unit bid price per square foot. The unit bid price shall include all materials, equipment and labor required for the removal and disposal of existing, and the installation of new sidewalk. Concrete shall be KCMMB 4K mix and shall be doweled into the existing sidewalk.

- J. **Sod:** Sod shall be measured and paid for at the unit bid price per square yard. The unit price shall include all labor, equipment and materials required to place and establish sod in the disturbed areas. The contractor shall be responsible for maintaining the sod in a growing condition for 90 days.

- K. **Traffic Control:** Traffic Control shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD.

7. ADDITIONAL INFORMATION

- 7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 22-378-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

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

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.

PROPOSAL FORM A
RFP 21-378-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Andrew Breit having authority to act on behalf of (Company name) Breit Construction do hereby acknowledge that (Company name) Breit Construction 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.

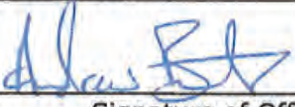
FIRM NAME: Breit Construction

ADDRESS: PO Box 551
Street

ADDRESS: Raymore MO 64083
City State Zip

PHONE: (913) 485-8008

E-MAIL: andy.breit@breitconstructionllc.com

DATE: 5/19/2022  - General Manager
(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 22-378-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 22-378-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	City of Raymore
ADDRESS	100 Municipal Cir Raymore, MO 64083
CONTACT PERSON	Mike Krass
CONTACT EMAIL	mkrass@raymore.com
TELEPHONE NUMBER	(816) 331-0488
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	City of Belton
ADDRESS	506 Main St Belton, MO 64012
CONTACT PERSON	Greg Rokos
CONTACT EMAIL	grokos@belton.org
TELEPHONE NUMBER	(816) 331-4331
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	City of Lake Lotawana
ADDRESS	100 Lake Lotawana Rd Lake Lotawana, MO 64086
CONTACT PERSON	Keith Herzberg
CONTACT EMAIL	kherzberg@lakelotawana.org
TELEPHONE NUMBER	(816) 578-4215
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	Wil-Pav, Inc.
ADDRESS	12900 E Kentucky Rd Sugar Creek, MO 64050
CONTACT PERSON	Dan Ward
CONTACT EMAIL	dan@wilpav.com
TELEPHONE NUMBER	(816) 836-1786
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	Onsite Construction Group LLC
ADDRESS	2610 NW Expressway, Suite A Oklahoma City, OK 73112
CONTACT PERSON	Dan Kramer
CONTACT EMAIL	daniel.kramer@onsite-cg.com
TELEPHONE NUMBER	(816) 363-9779
PROJECT, AMOUNT AND DATE COMPLETED	Various

State the number of Years in Business: 38

State the current number of personnel on staff: 14

PROPOSAL FORM D
RFP 22-378-201

Proposal of Breit Construction LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as partnership (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-378-201 – Mazuma Force Main Replacement.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 22-378-201

Mazuma Force Main Replacement

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1	1	\$ 8,494
Clearing, tree removal	LS	1	1	\$ 2,835
24 inch Ductile Iron Pipe	Lin Ft	350	284	\$ 99,400
24" 90 Bends, 401 Lined	Each	2	8,019	\$ 16,038
Connect to Existing Pipe	Each	1	7,378	\$ 7,378
90 Degree Thrust Blocks	Each	2	1,757	\$ 3,514
Curb Replacement	LF	30	74	\$ 2,220
Sidewalk Replacement	Sq Ft	75	22	\$ 1,650
Pavement Replacement	SF	1500	13	\$ 19,500
Sod	Sq Yd	150	20	\$ 3,000
Traffic control	LS	1	5,868	\$ 5,868
TOTAL BASE BID				\$ 169,897

Company Name Breit Construction LLC

Total Base Bid for Project Number: 22-378-201

\$ 169,897


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

(\$ One hundred sixty-nine thousand eight hundred ninety-seven dollars)

In blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 22-378-201
CONTINUED**

Company Name Breit Construction LLC

By 
Authorized Person's Signature

Andrew Breit - General Manager
Print or type name and title of signer

Company Address PO Box 551
Raymore, MO
64083

Phone (913) 485-8008

Fax (816) 322-1241

Email andy.breit@breitconstructionllc.com

Date 5/19/2022

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No.

Addendum No.

Addendum No.

Addendum No.

Addendum No.

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

Mazuma Force Main Replacement
Project #22-378-201

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

Addendum No. 1 - Question and clarification.

1. Question: Are fittings required to be domestic?

Response: No

2. Question: Will we be able to close the road off?

Response: Yes. Contractor will have to submit a traffic control plan for City approval.

3. Question: What is the maximum time to shut down the force main?

Response: Two to three days, if no rain.

4. Question: Is there a line item for a temporary reconnection?

Response: No, If needed we would do a change order

Clarification: C 905 DR 25 PVC is an acceptable alternative to ductile iron Pipe.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after May 13, 2022 at 5 p.m.

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

Company Name: Breit Construction LLC

By: Andrew Breit

Title: General Manager

Address: PO Box 551

City, State, Zip: Raymore, MO 64083

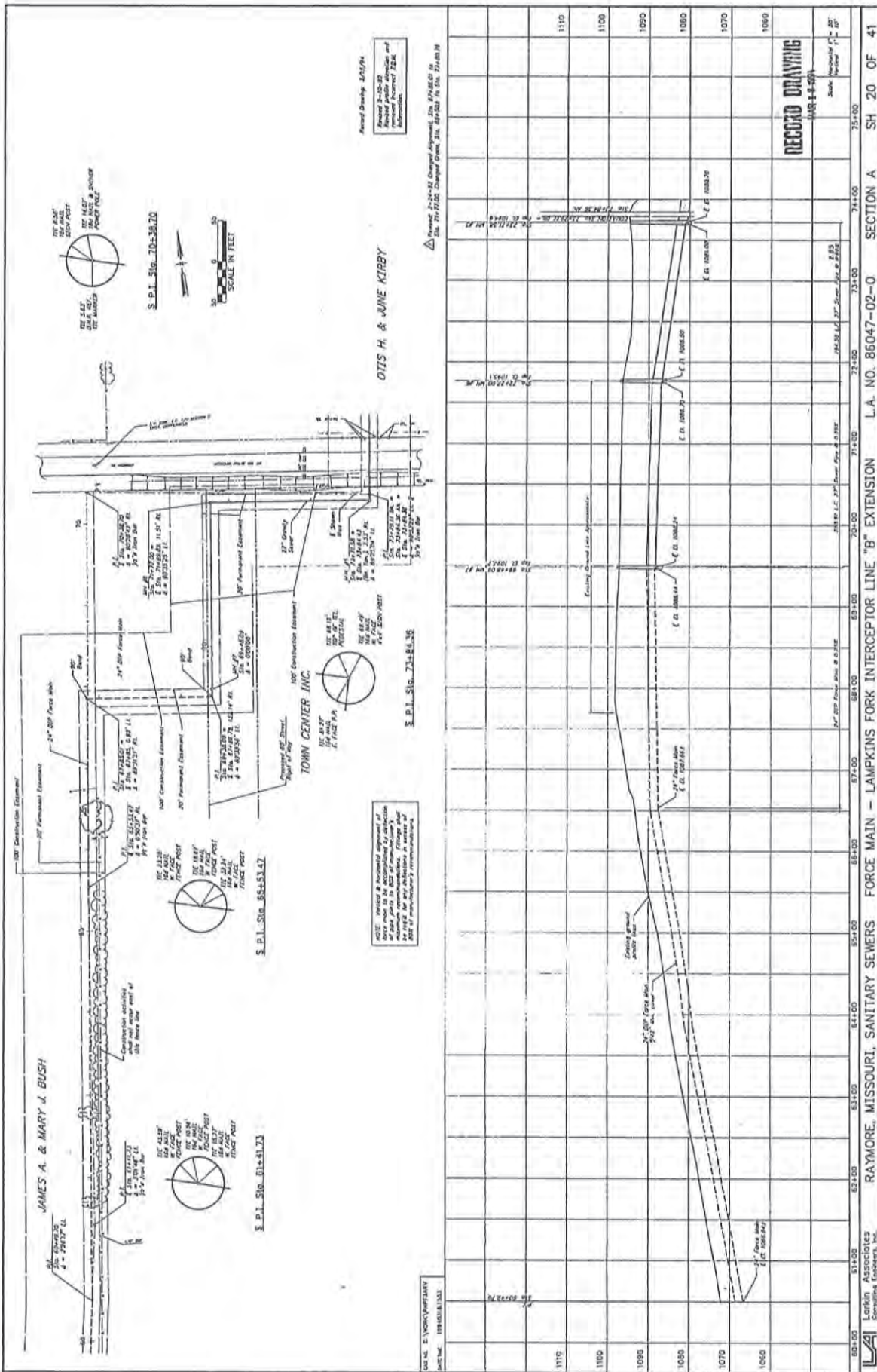
Date: 5/19/2022 Phone: (913) 485-8008

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID



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



Station	Elevation	Notes
80+00	1060.00	36" Force Main
81+00	1060.00	36" Force Main
82+00	1060.00	36" Force Main
83+00	1060.00	36" Force Main
84+00	1060.00	36" Force Main
85+00	1060.00	36" Force Main
86+00	1060.00	36" Force Main
87+00	1060.00	36" Force Main
88+00	1060.00	36" Force Main
89+00	1060.00	36" Force Main
90+00	1060.00	36" Force Main
91+00	1060.00	36" Force Main
92+00	1060.00	36" Force Main
93+00	1060.00	36" Force Main
94+00	1060.00	36" Force Main
95+00	1060.00	36" Force Main
96+00	1060.00	36" Force Main
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102+00	1060.00	36" Force Main
103+00	1060.00	36" Force Main
104+00	1060.00	36" Force Main
105+00	1060.00	36" Force Main
106+00	1060.00	36" Force Main
107+00	1060.00	36" Force Main
108+00	1060.00	36" Force Main
109+00	1060.00	36" Force Main
110+00	1060.00	36" Force Main
111+00	1060.00	36" Force Main



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 13, 2022

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

<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 3728: Budget Amendment for purchase of two tracts of real estate

STRATEGIC PLAN GOAL/STRATEGY

4.3.2: Establish a strong connection between the budget and strategic plan

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$1,025,000
Amount Budgeted: \$0.00
Funding Source/Account#: Restricted Revenue Fund (04) 04-00-8480-0000

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

In December 2021, the City purchased 10.85 acres of undeveloped land located East of North Madison Street and North of Pine Street, to be used as the location for a future justice center. The amount of the purchase was \$675,000.

In May 2022, the City purchased a tract of land that includes 40+/- acres of undeveloped land, in addition to various temporary buildings that offer storage and classroom instruction space. For approximately six years, the City of Raymore has leased this land from the Pesek Family Land LLC for the Police Department to use as a firing range. In an effort to permanently secure the property as the City's firing range, the City purchased the real estate for \$350,000.

Staff is requesting a budget amendment in the amount of \$1,025,000 from the Restricted Revenue Fund (04) to fully fund the purchase of these two tracts of land.

BILL 3728

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE RESTRICTED REVENUE FUND (04) FOR THE PURCHASE OF TWO TRACTS OF REAL ESTATE.”

WHEREAS, the City purchased 10.85 acres of undeveloped property to be used for a future justice center, located east of North Madison Street and north of Pine Street in the amount of \$675,000; and,

WHEREAS, the City purchased 40 acres of undeveloped property that was previously leased for the Raymore Police Department firing range, located west of MO-291 Highway and south of 225th Street in Cass County, Missouri, in the amount of \$350,000.

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

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

Fund	Budgeted	Amended	Change
Restricted (04)	\$0	\$1,025,000	\$1,025,000

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 13TH DAY OF JUNE, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH 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

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 27, 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 Development 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.

At its May 23, 2022 meeting, Council voted 5-3 to table this request for further review to allow for City Staff and the Developer to address traffic mitigation, berming, landscaping and to provide the public a 15 day notice of a public hearing once concerns have been resolved.

Staff has reviewed the requested items with the Developer, and provided the necessary public hearing notice for the request and public hearing.

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 27TH DAY OF JUNE, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF JULY 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: June 27, 2022
Re: **Case #22012 - Raymore Commerce Center South - PUD**

GENERAL INFORMATION

Applicant: VanTrust Real Estate
4900 Main Street
Kansas City, MO 64112

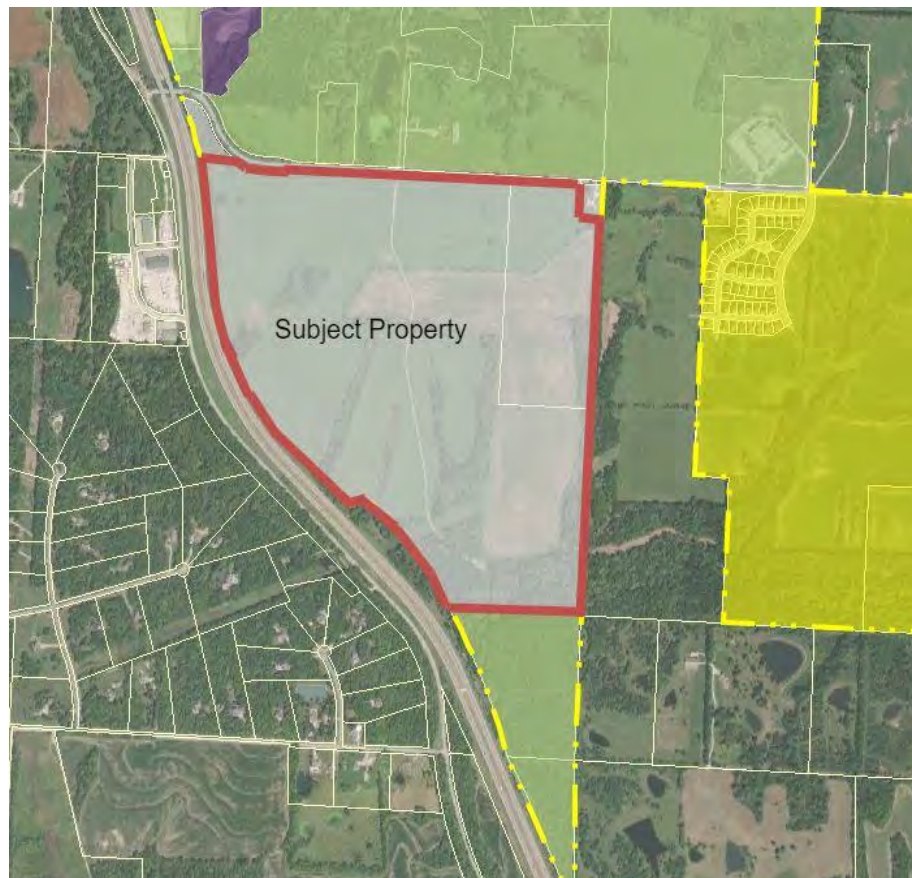
Property Owner: Double G Properties, LP
3311 SW Kessler Dr.
Lee's Summit, MO 64081

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
June 9, 2022 **Journal** newspaper

Public Hearing: May 17, 2022 Planning Commission meeting
May 23, 2022 City Council meeting
June 27, 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."

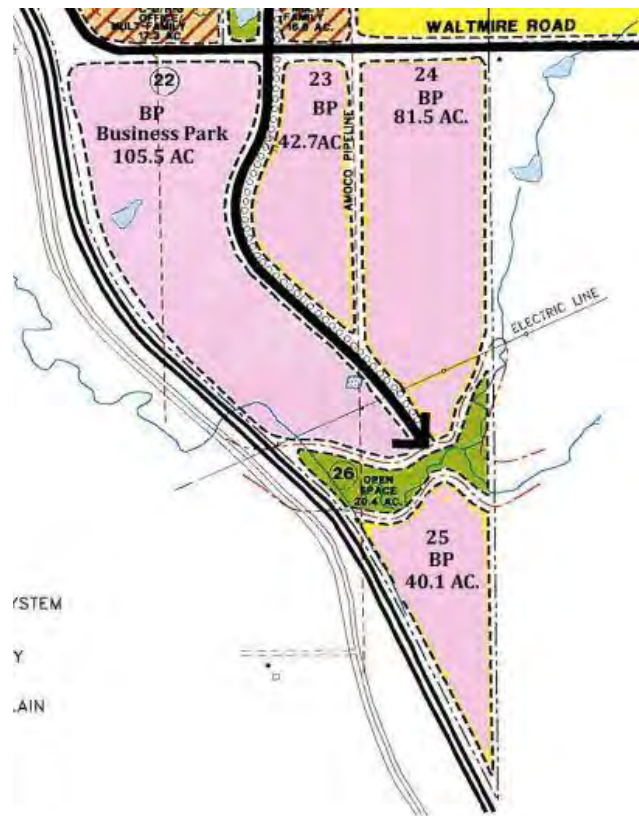
Section 470.010 (E) requires that an informational notice be mailed and "good neighbor" meeting be held.

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 a 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 PUD zoning and MOU provide assurance that the property will be developed as proposed within the Preliminary Development Plan. Substantial deviations from the plan shall require further approval by the City, and the terms and conditions of the MOU "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". 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	June 27, 2022	July 11, 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.

CITY COUNCIL 1ST READING - 5/23/2022

The City Council, at its May 23, 2022 meeting voted 5-3 to table Case # 22012 to allow for City Staff and the Developer to address traffic mitigation, berming, landscaping and to provide the public a 15 day notice of a public hearing once concerns have been resolved.



***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**

July 11, 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 11th day of July, 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.
- e. A Type-A screen is being provided for along the eastern property line in the form of the preservation of existing vegetation, where feasible, the provision of a landscape berm, additional landscaping, and the installation of a ten-foot (10') vinyl fence. Such screening shall be constructed at the time construction commenced on Building D and/or Building E, pursuant to subsection c and subsection d above.

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 and screening. Fences shall be limited to vinyl-coats chain-link fencing, and shall not exceed ten-feet (10') 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, and the Unified Development Code..
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:

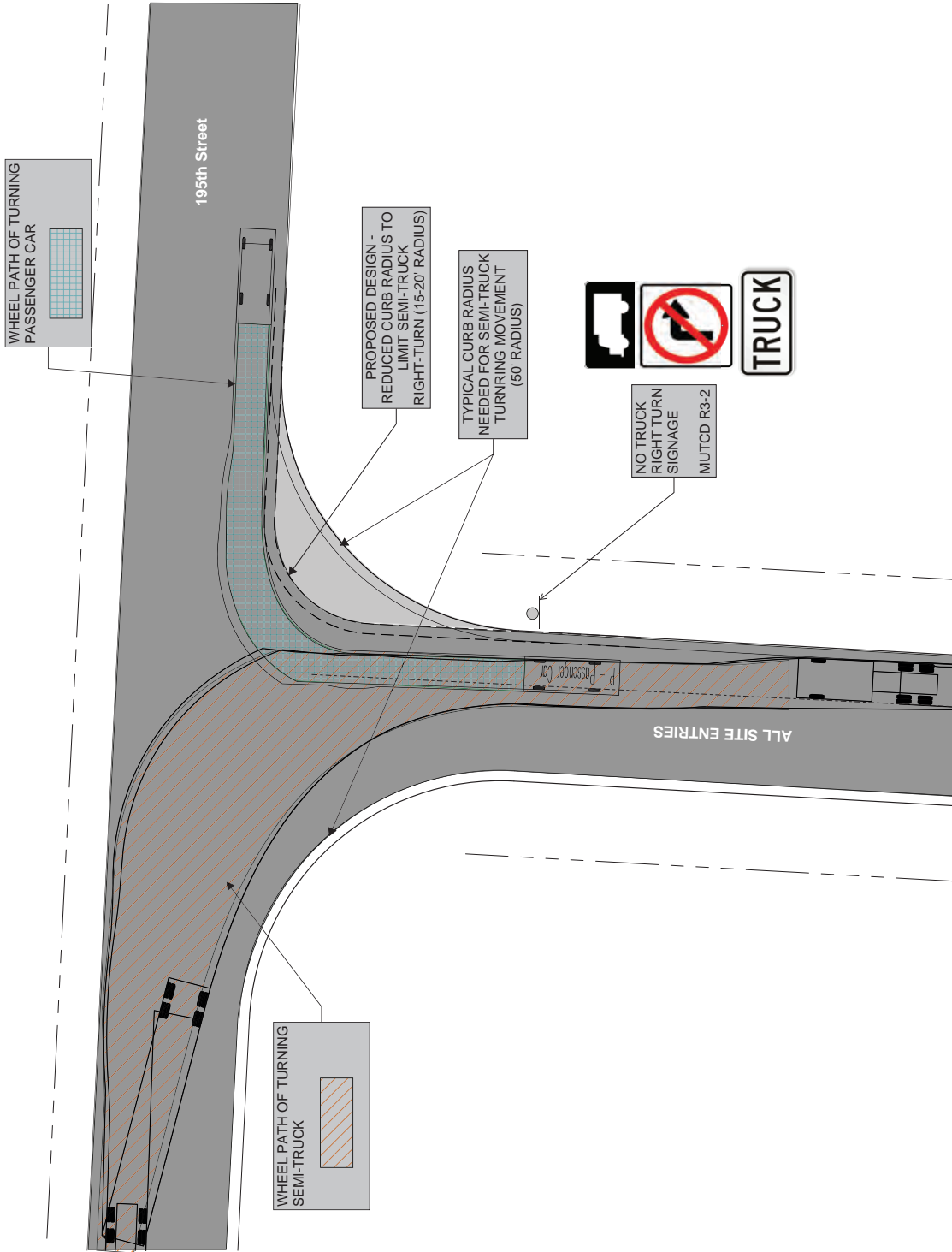
Notary Public: _____ My Commission Expires: _____



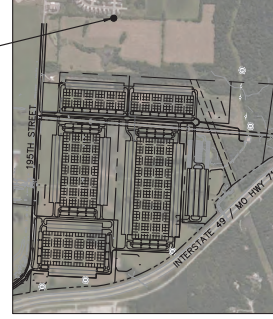
RAYMORE SOUTH
CONCEPTUAL SITE PLAN
Raymore, Missouri



olsson

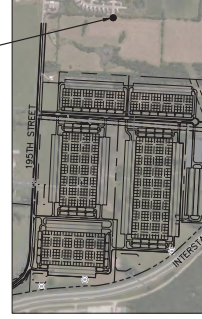


RAYMORE SOUTH
DESIGN-PROHIBITING SEMI RIGHT-TURN
Raymore, Missouri



PERSPECTIVE LOCATION





PERSPECTIVE LOCATION



olsson

**RAYMORE SOUTH
WHITETAIL RUN PROPOSED PERSPECTIVE
CONCEPTUAL SITE PLAN**
Raymore, Missouri

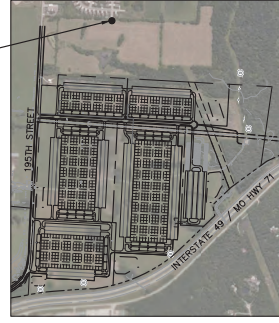


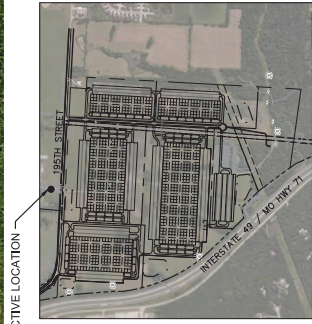
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**RAYMORE SOUTH
PROPOSED BUILDINGS SCREENED BY EXISTING TREES
CONCEPTUAL SITE PLAN**
Raymore, Missouri



PERSPECTIVE LOCATION



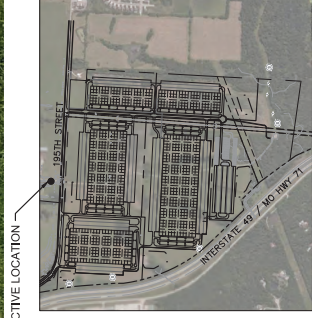


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VanTrust

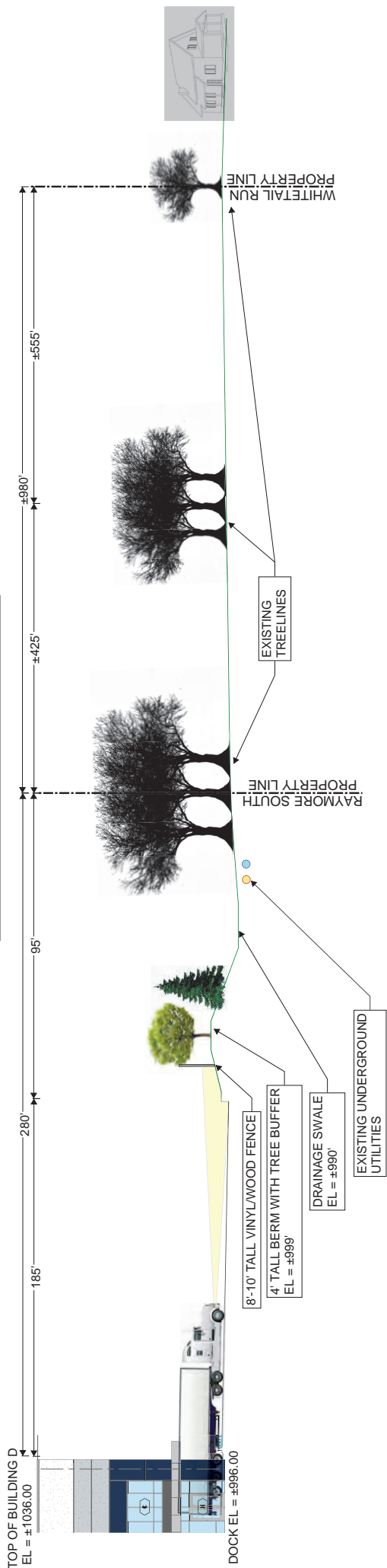
**RAYMORE SOUTH
RANCH ROAD EXISTING PERSPECTIVE
CONCEPTUAL SITE PLAN**
Raymore, Missouri



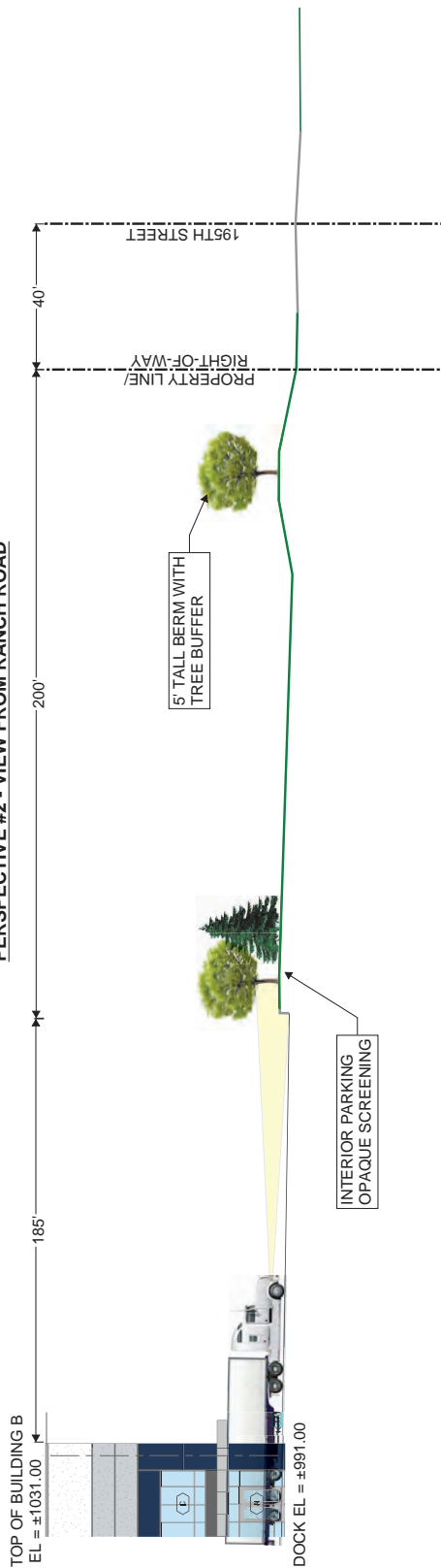
PERSPECTIVE LOCATION



PERSPECTIVE #1 - VIEW FROM WHITETAIL RUN



PERSPECTIVE #2 - VIEW FROM RANCH ROAD





olsson

RAYMORE SOUTH
OVERALL PHOTOMETRICS
CONCEPTUAL SITE PLAN
Raymore, Missouri



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: June 27, 2022

SUBMITTED BY: Jim Wilson

DEPARTMENT: Police

- | | | | |
|---|-------------------------------------|---------------------------------------|---|
| <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 3729: Agreement for SRO services with the Raymore-Peculiar School District

STRATEGIC PLAN GOAL/STRATEGY

2.1: Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To: City of Raymore from Raymore/Peculiar School District
Amount of Request/Contract: \$262/day or \$131/half day - maximum of 212 full days
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date
July 1, 2022

Estimated End Date
June 30, 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Raymore-Peculiar School Board
Date: May 26, 2022
Action/Vote: Approved

LIST OF REFERENCE DOCUMENTS ATTACHED

Raymore-Peculiar School District - School Resource Officer Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

On July 25, 2016, the Raymore City Council approved Bill 3192, an agreement between the City of Raymore and the Raymore-Peculiar School District to provide law enforcement services through the School Resource Officer Program for schools in Raymore and as needed at the East Middle School.

Since the inception of the program in 2016, the outstanding relationship between the District and the City has been further strengthened as a direct result of the efforts of the assigned officer. As such, the School District has proposed a continuation of the contract between the City of Raymore and the Raymore-Peculiar School District. The attached agreement mirrors the provisions of last year's contract.

The benefits of this relationship have been significant and will continue with renewal of this contract.

BILL 3729

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH THE RAYMORE-PECULIAR SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES FOR SCHOOLS IN RAYMORE AND AS REQUESTED AT THE EAST MIDDLE SCHOOL.”

WHEREAS, Article R-VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and,

WHEREAS, the Raymore-Peculiar School District has expressed a desire to continue the public safety presence within the district through a contract and payment for the assignment of a Raymore Police Officer in schools designated within the attached contract.

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

Section 1. The Mayor is hereby authorized to execute an agreement between the Raymore-Peculiar School District and the City of Raymore to provide School Resource Officer services, attached as Exhibit A.

Section 2. Effective date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation of 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 27TH DAY OF JUNE, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF JULY, 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



Raymore-Peculiar School District

21005 S. School Rd., Peculiar, MO 64078 • Phone: 816-892-1300 • Fax: 816-892-1380

School Resource Officer AGREEMENT

This Agreement is entered into this 1st day of July, 2022, by and between the City of Raymore, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District."

WITNESSETH

For, and in consideration of, the mutual promises, terms, and covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement – The purpose of the Agreement is for the City to assign a police officer to provide law enforcement services, through the School Resource Officer (SRO) program, as specified herein. The School Resource Officer will have additional duties outside of the District involving School/Youth/Community Outreach not specified in this agreement. Those duties will be determined in cooperation with the Assistant Superintendent of Operations and the Raymore Chief of Police.

One (1) police officer, hereinafter referred to as the "officer" will serve the Raymore-Peculiar School District facilities and properties in the northern portion of the Raymore-Peculiar School District within the city limits of Raymore and at the East Middle School, but will provide support to all District facilities through the appropriate mutual aid agreements with other jurisdictions.

The officer will work with school district personnel in providing education on topics that include, but not limited to: alcohol/drug education and support, anti-bullying/cyber-bullying, community/school safety, safe driving and teen dating violence. This officer is responsible for maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and providing the appropriate response regarding on-campus or school related criminal activity.

2. Term – The term of the Agreement shall be from July 1, 2022 through June 30, 2023 as outlined in the attached SRO calendar, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by inclement weather, or other factors. During days the officer is not on duty with the School District, the officer may perform community outreach duties as determined by the Chief of Police. In the event of a city-wide emergency, the officer may be removed from the school to perform police duties at the direction of the Chief of Police, or a designee.
(See attached calendar)
3. Termination – The Agreement may be terminated without cause by either party upon 30 days prior written notification.
4. Relationship of Parties – The City and the assigned officer shall have the status of an independent contractor for purposes of the Agreement. The officer assigned to the District shall be considered an employee of the City, selected by and under the command and supervision of the Police Department. The assigned officer will be subject

to current procedures in effect for the City of Raymore police officers, including attendance at all mandated training and testing to maintain state law enforcement certification. The Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no person supplied by the District to accomplish the goals of the Agreement is considered to be a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration – In consideration of the assignment of one (1) police officer to work in the District as provided herein, the District agrees to pay the City \$262.00 per day (8 hour day) for each full day the police officer works for the District or \$131.00 per half day (4 hour day) for a maximum of 212 full work days or combination thereof whenever school is in session. The District will not be responsible for payment of overtime, unless it is requested by the District and mutually agreed upon with the Police Department. Any school district assignment of the officer requiring overtime pay shall be reimbursed to the City at the overtime rate according to City payroll regulations. The officer's weekly District schedule will be assigned by the Assistant Superintendent of Operations in cooperation with the Raymore Chief of Police, or a designee. The Assistant Superintendent of Operations and the Chief of Police will meet at regular intervals to ensure that any issues and/or concerns are addressed in a timely manner.

The officer may be asked to attend afternoon or evening events in lieu of regular day duty. Each party will maintain a budget for expenditures under the Agreement. Payment from District to City is due upon District's receipt of an itemized statement of cost from the City. The City will invoice the District monthly based upon number of days (full or half as defined above) worked in each particular month. The officer shall submit a monthly timesheet through the chain of command to the Chief of Police, who will approve and forward to the District's Assistant Superintendent of Operations showing the number of days worked and any pre-approved overtime prior to payment being made from the District to the City. The City will provide an official police vehicle and fuel for the assigned officer and cover the costs of police officer training consistent with City policies and procedures. Use of department vehicle must be consistent with Police Department policy at all times.

6. Officer Responsibilities – The officer assigned to the District shall:
- a. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug related issues, and in addressing violence diffusion, violence prevention, anti-bullying, cyber-bullying, seatbelt education, texting and distracted driving, and other safety issues in the school community;
 - b. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officer;
 - c. Provide informational in-service training and be a general resource for the staff on issues related to alcohol and other drugs, violence prevention, gangs, safety and security;
 - d. The officer will gather information regarding problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students;
 - e. If/when a crime occurs, the officer will take the appropriate steps consistent with Missouri law enforcement police officer duties, and the Codes and policies of the City of Raymore;

- f. The officer will present educational programs to students, parents and/or school staff on topics agreed upon by the Police Department and the District;
- g. The officer will refer students and/or their families to the appropriate agencies for assistance when a need is determined and communication with the School Principal has occurred before doing so;
- h. Unless exigent circumstances prevent it, the officer will attempt to advise the Police Department, Assistant Superintendent of Operations and the School Principal prior to taking law enforcement action, subject to the officer's duties under the law;
- i. The officer shall not act as school disciplinarian, nor make recommendations regarding school discipline. The officer may be used for regularly assigned supervision duties such as lunchroom, hall monitoring, bus supervision or other monitoring duties. If there is an unusual/temporary problem in any other area of the District, the officer may be used to assist District employees until the problem is solved through agreement between the District and Raymore Police Department.
- j. The officer will conduct safety and security assessments of the school facilities and make recommendations for improvement to the Assistant Superintendent of Operations.
- k. The officer will maintain an activity log, attendance calendar and compile monthly safety and security data to be furnished on District approved forms and submitted to the Assistant Superintendent of Operations.
- l. Incidents requiring police action that occur outside of Raymore City limits must be referred to the appropriate jurisdiction.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned officer of the City beyond the general duties that exist for law enforcement officers within the State of Missouri.

7. Time and Place of Performance – The City will endeavor to have an officer available for duty at the assigned school(s) each day indicated in advance on a mutually agreed upon schedule. The assigned officer's activities will be restricted to school grounds except for:
 - a. Follow-up home visits when needed as a result of school related student problems;
 - b. School related off-campus activities when police officer participation is requested by the Assistant Superintendent of Operations and/or Principal and approved by the Police Chief;
 - c. In response to off-campus, but school related, criminal activity;
 - d. In response to emergency police activities.

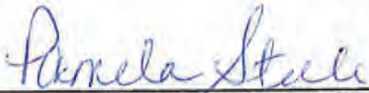
The City may furnish a substitute officer on days when the assigned officer is absent due to illness or police department requirements in order to fulfill the number of days stipulated in this contract.

8. District Responsibilities – The District will provide the assigned officer an office and such equipment as is necessary at his/her assigned school. Equipment shall include a telephone, secured filing space and access to a computer.

Raymore-Peculiar R-II School District

By: 
Superintendent of Schools

By: 
President, Board of Education

Attested by: 
Secretary, Board of Education

City of Raymore, Missouri

By: _____
City Administrator

By: _____
Mayor

Attested by: _____
City Clerk

School Event Security Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING is entered into this 1st day of July, 2022, by and between the City of Raymore, Missouri, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District", collectively referred to as the "the Parties".

RECITALS:

The City and the District have a history of mutual cooperation in providing for the health, safety, and welfare of City's youth.

The City and the District currently are parties to a School Resource Officer Agreement whereby City Police Officers provide educational and support services to the District in the spirit of continued cooperation.

The City and the District are desirous to extend the cooperation between the Parties such that City Police Officers will provide security and order at after school events.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the District agree as follows:

1. Security and safety duties, of the kind performed by City Police Officers in their normal course of duty, at events sponsored or sanctioned by the District, but for which attendance is not compulsory for the majority of the student body, typically falling outside the hours of 7:00 a.m. – 3:30 p.m., hereinafter referred to as "after-hours events," shall be pre-approved overtime for City Police Officers subject to the School Resource Officer Agreement upon 48 hours' actual notice to the City;
2. Nothing in this Memorandum of Understanding shall be construed as evidence that City Police Officers staffing after-hours events are employees of the District, independent contractors, or anything other than City Police Officers performing their normal course of duty;
3. If, due to conflict with other duties or scheduling, the City Police Officers subject to the School Resource Officer Agreement are unavailable to staff after-hours events, the City and District may agree upon substitute officers to staff after-hours events for security and safety purposes;
4. Upon agreement of the Parties, additional City Police Officers may staff a given after-hours event subject to the terms of the Memorandum;
5. City Police Officers staffing after-hours events shall be paid their applicable overtime rates by the City;
6. The City will invoice the District for time spent by its Police Officers at such after-hours events monthly;
7. Any City Police Officer performing services to the District at after-hours events shall submit a monthly timesheet through the chain of command to the Chief of Police, who will approve and forward said timesheets to the District's Assistant Superintendent of Operations showing the hours worked by the Officer;
8. The Parties shall communicate regularly and endeavor in good faith to resolve any unforeseen issues or problems as they arise;

9. The City shall provide the District with a list, which shall be revised from time to time as is necessary, of officers available and willing to staff after-hours events and each officer's corresponding applicable overtime rates;
10. This Memorandum of Understanding shall be effective from the date of execution through June 30, 2023, provided the term may be mutually extended by the Parties as they deem necessary upon completion of a signed writing by the Parties;
11. This Memorandum of Understanding may be terminated without cause by either party upon 30 days' prior written notification;
12. Any disputes arising under this Memorandum of Understanding shall be governed by applicable Missouri Law;

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as indicated.

CITY OF RAYMORE

RAYMORE-PECULIAR R-II SCHOOL DISTRICT

By: _____

By: Ruth Johnson

Name: _____

Name: Ruth Johnson

Title: _____

Title: Board President



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 27, 2022

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3731: Budget Amendment: Trash, Recycling, and Yard Waste Fees

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Request letter from Constable Sanitation - George Constable

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

As part of the contract for trash, recycling, and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash and recycling services. This increase follows the Consumer Price Index for garbage and trash hauling. The proposed rates will increase trash service by \$0.73 cents a month and will increase recycling by \$0.28 cents per month.

BILL 3731

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2022 BUDGET AND TO UPDATE THE SCHEDULE OF FEES FOR RESIDENTIAL TRASH AND RECYCLING SERVICES."

WHEREAS, the City Council approved a contract with Constable Sanitation that allows for annual review and rate adjustments based on the Consumer Price Index for Garbage and Trash Collection and Recycling Services; and,

WHEREAS, the Consumer Price Index rose at a rate of 8.6% through May of 2022.

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

Section 1. The City Manager is hereby directed to amend the FY 2022 Budget to reflect the updated schedule of fees as follows:

TRASH SERVICE

Residential Trash Service	\$13.55 per month to \$14.28 per month
Residential Recycling Service	\$5.20 per month to \$5.48 per month
Residential Cart Fee	\$1.50 per month
Residential Additional Cart Fee	\$0.75 per additional cart

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

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 27TH DAY OF JUNE, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF JULY, 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



Hello City of Raymore,

Due to several solid waste market place increases in recent months, Constable Sanitation will be implementing a price increase effective July 15, 2022. The price is outline below:

Current trash collection rate - \$13.55

Adjusted trash collection rate - \$14.28

Current recycling collection rate - \$5.20

Adjusted trash collection rates - \$5.48

We appreciate your continued support and look forward to continuing a successful business partnership with the residents in the City of Raymore.

Thank you,

George Constable

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JUNE 20, 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, AND CITY STAFF.

A. Development Presentation - Timber Trails Mixed-Use Development Proposal

Mr. Jake Loveless, representing Griffin Riley Property Group, presented information on a proposed mixed-use development project for approximately 22 acres of land located generally at the northwest corner of Dean Avenue and Johnston Drive in the Timber Trails subdivision. Council discussed the project and asked questions. Mr. Feuerborn stated that staff would work with the developer and bring the item back to a work session.

B. County Emergency Services Board Request for MOU

Mayor Turnbow, representing the Emergency Services Board (ESB), presented a request from the ESB enter into an MOU with the City and the other county PSAPs for the purchase and maintenance of a new computer aided dispatch and records management system (police reports). When an MOU is available, staff will present it at a regular meeting.

C. Other

The work session of the Raymore City Council adjourned at 8:36 p.m.